City of Prescott

City Council - Voting Meeting

September 24, 2024 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

AGENDA

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

Viewing & Participation

This meeting may be viewed on Channel 64, Facebook Live or on the City's website: City of Prescott Public Portal
Public comments for Council may be submitted through the City website: Public Comment Form

1. **CALL TO ORDER**
2. **INTRODUCTIONS / ANNOUNCEMENTS**
3. **INVOCATION - Rabbi Susan Schanerman with Temple B'rith Shalom**
4. **PLEDGE OF ALLEGIANCE - Councilwoman Fruhwirth**
5. **ROLL CALL**
6. **PRESENTATIONS**
   A. Presentation from the Organizers for Pure Imagination Festival
7. **PROCLAMATIONS**
   A. Prescott Astronomy Day - September 28, 2024
8. **OPEN CALL TO THE PUBLIC**

The City of Prescott welcomes public engagement and residents may comment & address Council regarding matters NOT included on the posted Agenda during the Call to the Public. Please complete a green speaker card and submit it to the City Clerk prior to the meeting being convened. Speakers are limited to four (4) minutes, and the Call to the Public will be limited to forty (40) minutes in total with the following stipulations:

- Citizens will be limited to addressing Council on the same topic only four (4) times in total
- If a topic has been addressed more than five times by different speakers, the Mayor may limit future discussion on this topic
- Topics of a primarily national concern may be limited at the discretion of the Mayor

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

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

9. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately. Recommended Action: MOVE to approve Consent Agenda Items 9.A. through 9.D.

A. Approval of Meeting Minutes from the September 10, 2024 Executive Session, and the September 10, 2024 Voting Meeting.

B. Adoption of Resolution No. 2024-1904, Approving City Contract No. 2025-079 an Intergovernmental Agreement with the Yavapai County Flood Control District for Reimbursement of Design & Construction Cost Related to Various Drainage Improvement Projects in the City of Prescott for FY2025.

C. Approval of City Contract No. 2023-210A4, an Amendment to City Contract No. 2023-210, with Fann Contracting, Inc. for the White Spar Trailhead Project in the Amount of $50,106.83. Funding is Budgeted & Available in the Recreation Services Budget.

D. Approval of Night Work on the Goodwin Street, Miller Valley Road, Grove Avenue, & Willis Street Sidewalk Improvement Project.

10. REGULAR AGENDA

A. **WSA24-041**: A Water Service Application (1.67 AFY) Submitted by Augie's, on Behalf of Owner Espire Sports, LLC. Location: APN 102-03-598P, Comprising 6.97 Acres, in T14N, R01W, Section 31, SW 1/4.
Recommended Action: MOVE to approve or deny WSA24-041

B. **WSA24-049**: A Water Service Application (1.90 AFY) Submitted by Distinctive Homes and Architecture, on Behalf of Owners Dave & Kristen Deborde. Location: APN 102-03-061, Comprising 1.3 Acres, in T15N, R02W, Section 25, NE 1/4.
Recommended Action: MOVE to approve or deny WSA24-049

C. Presentation, Public Hearing, & Discussion Regarding Comments for the CDBG Program Year 2023 Consolidated Annual Performance Report (CAPER).
Recommended Action: MOVE to close public hearing for the 2023 CDBG CAPER

11. ADJOURNMENT

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

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

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

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on 9/19/24 at 11:00 a.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Sarah M. Siep

Sarah M. Siep, City Clerk

TO:	MAYOR AND CITY COUNCIL
AGENDA:	September 24 Voting Meeting
DATE:	September 24, 2024
DEPT:	City Clerk
ITEM #:	9.A
SUBJECT:	Approval of Meeting Minutes from the September 10, 2024 Executive Session, and the September 10, 2024 Voting Meeting.

ITEM SUMMARY

This item is for the approval of meeting minutes from the September 10, 2024 Executive Session, and the September 10, 2024 Voting Meeting.

BACKGROUND

None.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve the meeting minutes as presented

ATTACHMENTS

1. September 10, 2024 Executive Session Minutes
2. September 10, 2024 Voting Meeting Minutes

City of Prescott

City Council - Executive Session Meeting

September 10, 2024 | 9:00 AM
201 N Montezuma Street
Executive Session Conference Room, 2nd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 9:00 a.m.

2. ROLL CALL

Phil Goode - Mayor
Connie Cantelme - Mayor Pro Tem
Lois Fruhwirth - Councilwoman
Ted Gambogi - Councilman
Brandon Montoya - Councilman
Eric Moore - Councilman
Cathey Rusing - Councilmember

3. CALL TO ENTER EXECUTIVE SESSION

MOTION BY COUNCILMAN MONTOYA TO CONVENE EXECUTIVE SESSION; SECONDED BY COUNCILMAN MOORE: PASSED (7 - 0)

4. LEGAL MATTERS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Prescott City Council and to the general public that the Prescott City Council will hold a Meeting at 9:00 AM on Tuesday, September 10, 2024, in the Executive Conference Room for the purpose of deciding whether to go into executive session. If authorized by a majority vote of the Prescott City Council, the executive session will be held immediately after the vote and will not be open to the public. The agenda for the meeting is as follows:

A. Discuss & Consider the City's Position and Instruct its Attorneys and Necessary City Employees Regarding Possible Action for the Purchase, Sale or Lease of City Real Property, Specifically the City Annex Buildings, Pursuant to A.R.S. § 38-431.03(A)(7).

B. Discuss & Consult with the City's Attorneys for Legal Advice and to Consider the City's Position and Instruct its Attorneys and Necessary City Employees Regarding Dispute Resolution with Deep Well Ranch and Potential Land Acquisition for Airport Protection, Pursuant to A.R.S. § 38-431.03(A)(3, 4 and 7)

5. ADJOURNMENT OF EXECUTIVE SESSION & RECONVENING OF A REGULAR PRESCOTT CITY COUNCIL MEETING FOR DISCUSSION AND POSSIBLE ACTION REGARDING MATTERS DISCUSSED IN EXECUTIVE SESSION

None.

6. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 9:27 a.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on September 10, 2024. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk

City of Prescott

City Council - Voting Meeting

September 10, 2024 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 3rd Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

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

2. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Cantelme announced that the city's General Plan comment period will begin on September 23 and go through November 21. The city is seeking public comment on the draft 2025 General Plan document, and the required public comment period will last 60-days. Also, during this time, the city will host two public Open Houses where staff and General Plan Committee members will answer questions about the plan on Monday, September 30 from 3-6 pm at the Rowle Simmons Adult Center, 1280 E. Rosser Street and Thursday, October 24, 2024 from 3-6 pm at the Prescott Public Library Founder's Room, 215 E. Goodwin Street. Finally, a Virtual Meeting Room has been created for the public to review the entire draft plan, and to provide comments by visiting PlanPrescott.com and citizens may also ask questions by emailing Hello@planprescott.com.

She also discussed the ongoing Public Safety Open Houses to provide information regarding public safety in Prescott, and outline details of Proposition 478 which will be on the November ballot. These open houses will provide facts and data about Prescott's current public safety infrastructure, and how proposed additional revenue will help build and staff fire stations and police facilities into the future. The open houses will feature information boards and handouts and members of staff will be available to answer questions. The next open house meeting will be: Thursday, September 12, from 6-8 pm at Fire Station 72. The address is 530 6th Street. To learn more about Prescott's public safety needs, and to view documents and presentations about Proposal 478, and for a list of all upcoming open house meetings, please visit ParticipatePrescott.com

3. INVOCATION - Pastor Dan Hurlbert with Prescott United Methodist

4. PLEDGE OF ALLEGIANCE - Mayor Pro Tem Cantelme

5. ROLL CALL

Phil Goode - Mayor
Connie Cantelme - Mayor Pro Tem
Lois Fruhwirth - Councilwoman
Ted Gambogi - Councilman
Brandon Montoya - Councilman
Eric Moore - Councilman

Cathey Rusing - Councilmember

6. PROCLAMATIONS

A. Constitution Week - September 17-23
Mayor Goode presented the Proclamation.

B. International Day of Peace - September 21
Councilman Moore presented the Proclamation.

C. Prescott Highland Games & Celtic Faire - September 28-29
Mayor Pro Tem Cantelme presented the Proclamation.

7. OPEN CALL TO THE PUBLIC

A. Lucy Mason and Maren Decker addressed the Council regarding JustServe a community website that serves local nonprofit and assists them in reaching volunteers. The organization is nationwide and throughout the County. They discussed the September 11 National Day of Service and Remembrance and events in the coming weekend. Visit justserve.org for additional information.

8. CONSENT AGENDA

MOTION BY COUNCILWOMAN FRUHWIRTH TO APPROVE CONSENT AGENDA ITEMS 8.A. THROUGH 8.F., EXCLUDING ITEM 8.C.; SECONDED BY MAYOR PRO TEM CANTELME: PASSED (6 - 0 - 1) COUNCILMEMBER RUSING ABSTAINING

A. Approval of Meeting Minutes from the August 13, 2024 Executive Session, the August 13, 2024 Study Session, and the August 13, 2024 Voting Meeting.

B. Approval of City Contract No. 2024-178C1, a Consent to Assignment of City Contract No. 2024-178 from Geophex, Ltd to Aeroquest Mapcon, Ltd.

C. Adoption of Resolution 2024-1902 Approving City Contract No. 2025-071 an IGA with Central Arizona Fire & Medical Authority (CAFMA) for the Prescott Regional Emergency Services Cooperators for Mutual Aid & Various Cooperative Services.

Councilmember Rusing pulled this item from the Consent Agenda for further discussion stating that this is an important contract which highlights the need for regional cooperation and asked Fire Chief Holger Durre to address some of the highlights.

Chief Durre addressed the Council and confirmed the importance of the regional and national cooperation between the city and other agencies. This is a boundary drop agreement. When calls come into the regional communication center, the closest unit is dispatched regardless of the jurisdiction or apparatus. This agreement also helps to save money for the best responses and options for level of service with mutual collaboration and allows for joint purchasing power. Finally, community risk reduction is enhanced through this cooperative agreement.

MOTION BY COUNCILMEMBER RUSING TO ADOPT RESOLUTION NO. 2024-1902; SECONDED BY MAYOR GOODE: PASSED (7 - 0)

D. Approval of City Contract No. 2025-074 with Fire Aside Inc. for the Purchase of Defensible Space Inspection Software. Funding is Budgeted & Available in the Fire Department Fund.

E. Adoption of Resolution No. 2024-1903 Approving the Transfer of Certain Fiscal Year 2024 Budget Appropriations.

F. Approval of City Contract No. 2025-078 with Arizona Control Specialists Inc. for the Purchase & Installation of HVAC Controls for New City Hall (201 N. Montezuma) in the Amount of $114,000.00. Funding is Budgeted & Available in the General Fund.

9. LIQUOR LICENSE

A. Public Hearing and Consideration for an Owner Transfer Series 6 Bar Liquor License Application from Kevin Arnold Kramber, Applicant, for Fairweather Social Club. Location: 224 N Cortez Street.

MOTION BY MAYOR PRO TEM CANTELME TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILMAN MONTOYA: PASSED (7 - 0)

MOTION BY MAYOR PRO TEM CANTELME TO APPROVE ITEM 9.A.; SECONDED BY COUNCILMAN MONTOYA: PASSED (6 - 0 - 1) MAYOR GOODE ABSTAINING

B. Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Amy Nations, Applicant, for Barbudos Grill & Cantina. Location: 1042 Willow Creek Road.

MOTION BY COUNCILWOMAN FRUHWIRTH TO CLOSE THE PUBLIC HEARING; SECONDED BY MAYOR PRO TEM CANTELME: PASSED (7 - 0)

MOTION BY COUNCILWOMAN FRUHWIRTH TO APPROVE ITEM 9.B.; SECONDED BY COUNCILMEMBER RUSING: PASSED (7 - 0)

10. REGULAR AGENDA

A. Adoption of Ordinance No. 2024-1872 Approving the Sale and Execution & Delivery of a Pledge Revenue Refunding Obligation, Series 2024, and Declaring an Emergency.

Finance Director Mark Woodfill provided a presentation regarding the outstanding debt issue for the Municipal Property Corporation (MPC) Board and introduced Tom Carlson, Director, with RBC Capital Markets to discuss the debt issue.

Mr. Carlson addressed the Council regarding the MPC's Series 2014 bonds with an interest rate of 4.9% to acquire land for the water ranch, this is an old piece of debt for the city and funds can be saved by taking this action. After the refunding the MPC will be dissolved. Over a 10-year period a savings of $483,000 and 6.72% will be achieved and rating will be published tomorrow at AA+ level which is the second highest rating. Official statement will be printed on Thursday and

closed on October 9.

Mayor Goode asked if this is one bond or a series of bonds.

Mr. Woodfill responded that all of the bonds associated with this issue will be resolved and the MPC will be dissolved.

Councilmember Rusing stated that there are schedules and exhibits that are blank within the attachments and asked staff to address that.

Mr. Woodfill responded that those will be filled in as the bonds are resolved over the coming month, and will be filled in before signature.

Councilman Gambogi asked what impact this has on the Industrial Development Authority Board.

Mr. Woodfill stated that it is not related. He continued by reviewing the MPC history which has been very beneficial for the city over the last 40 plus years. He also thanked the members who have been serving on the Board for a long time.

MOTION BY COUNCILWOMAN FRUHWIRTH TO ADOPT ORDINANCE NO. 2024-1872; SECONDED BY COUNCILMEMBER RUSING: PASSED (7 - 0)

B. Adoption of Ordinance No. 2024-1874 Amending Prescott City Code Title I, Chapter 1-1, Section 1-1-5 Definitions to Add a Definition for "Public Safety Services".

Mayor Pro Tem Cantelme commented on the need for Prop478 to meet public safety needs and stated that the City Attorney has updated the code to address concerns related to the definition of public safety services.

City Attorney Joseph Young stated that there were comments from the public regarding various definitions for public safety services and this Ordinance will establish a legal definition within the city code to ensure that it addresses police and fire only.

Mayor Pro Tem Cantelme read from the Ordinance revising the definitions.

Mayor Goode stated that there was legitimate concern in the community regarding the vagueness of the city code and could impact how the funding was used over the long term course of this tax.

Councilwoman Fruhwirth commented that there has been misunderstanding in the community regarding public safety and public safety services. By voting on this today, the Council will codify that police and fire expenditures are what Prop478 will cover.

Councilmember Rusing added that dispatch is included as well, because it is an integral part of the public safety process, as well as medical services.

Member of the public Kathleen Murphy addressed the Council and thanked them

for this process. She stated that concerns regarding the verbiage have been discussed and thinks this clarification is important.

MOTION BY MAYOR PRO TEM CANTELME TO ADOPT ORDINANCE NO. 2024-1874; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (7 - 0)

C. Adoption of Resolution No. 2024-1905 Affirming Use of Funds Generated from Prop478 as a Dedicated Public Safety Privilege Tax.

Mayor Pro Tem Cantelme asked Finance Director Mark Woodfill to address this Resolution which speaks to the second concern related to the Prop478. She stated that new software service OpenGov will help with transparency in the process.

Mr. Woodfill stated that these funds will be put into a separate revenue fund within the General Fund that will be discussed during all Council budget workshops. It is a line item within the General Fund. He added that OpenGov is a transparency tool for services offered across the city and within the city budget that the Finance Department will utilize.

Councilwoman Fruhwirth asked about operationalizing this process with monthly reports provided by the Finance Department.

Mr. Woodfill stated that the reports will give transparency ongoing as things happen. The monthly reports that Council is currently receiving are activity reports and slightly differ but will continue to be provided as they have been.

Councilmember Rusing asked if this is considered a "sub-fund" of the general fund.

Mr. Woodfill stated that it is not a separate fund, it is a restricted revenue account. It will be tracked on the financial and budget reports but will be part of the General Fund. Legal restrictions will be part of the annual budget process.

Mayor Pro Tem Cantelme thanked City Manager Dallin Kimble for bringing OpenGov to the city.

Mr. Kimble clarified that the Finance Department had already been working on this process before he got here.

Mayor Goode stated that this would be a great addition to public transparency.

Member of the public Sherrie Hanna addressed the Council and thanked the public for their support of Police and Fire. She also thanked the members of Council who have participated in public forums to discuss Prop478.

MOTION BY MAYOR GOODE TO ADOPT RESOLUTION NO. 2024-1905; SECONDED BY COUNCILMAN MOORE: PASSED (7 - 0)

D. Presentation, Discussion & Possible Action Regarding Selection of a Location for a Permanent Sculpture Garden in the City of Prescott.

Recreation Services Director Joe Baynes provided a presentation to the Council in follow up to the August 13 Voting Meeting discussion following which staff reviewed possible locations for a permanent sculpture garden to be located within the city. He reviewed the three proposed locations that the Council can decide between for this proposal and added that staff's recommendation as the most suitable site is Honor Island Park on Gurley Street.

Councilmember Rusing commented that she was absent at the August 13 Meeting and has some information from the Granite Dells Preservation Foundation who feel that the Peavine Trail is not conducive to the sculpture garden area, and it would be better off someplace else. She added that Honor Island has benches, seating and a flag pole which, to her, reflects honor for the military and veterans.

Councilman Gambogi asked if all the statues would be placed at the approved location.

Mr. Baynes confirmed and stated that all future donations would be placed there as well.

Councilmember Rusing stated that there is nothing in the policy that requires public input, but suggested that there should be more of that and that a 60-day public comment period would be beneficial. She suggested loaning the accepted sculptures to a private party for display.

Mayor Goode stated that Honor Island formerly had a WWII Artillery piece on it, but the city's ability to maintain it was being compromised so the piece was relocated to the Post 6 on Pleasant Street. He added that, if and when a sculpture garden is established, there is likely additional study that needs to be done and agreed that public comment is important to the process.

Councilman Moore stated that this issue has become controversial when it doesn't need to be. The combination of the former Art in Public Places Committee into the Civic Enhancement Committee in order to address the high number of city Boards and Commissions and the staff and Council time that, go into that was well intentioned, but he feels the new group needs training and perhaps there should be revisions to policies related to that.

Councilman Gambogi commented that there are bigger fish to fry and this doesn't need to be studied to death.

Councilwoman Fruhwirth commented that she feels Honor Island Park should celebrate Americanism and may not be the best location for these pieces. She feels that site selection is important and prefers the biggest site suggested, however, there is a lot of ground work that would need to be done to get it handled. Additionally, she thinks that installation costs should be part of the donation and ongoing maintenance should be handled by the city, she concurred with Councilmember Rusing that these details could be refined in the Policy.

Councilmember Rusing agreed and added that the section related to installation costs in the policy is very confusing. She would like to have it clarified that the donor pay for the installation of public art because that can get very expensive depending on the piece. At this time she thinks any decision on this should be tabled until the policy can be reviewed and updated.

Councilman Moore stated that the public does have the opportunity to comment during the Civic Enhancement Committee Meetings, but often times nobody comes. They've chosen not to be part of the process.

Mayor Pro Tem Cantelme stated that scale and placement are very important when it comes to placing art. She isn't opposed to thinking about this a bit more, but stated that she agrees with staff that Honor Island Park is the best placement for this donation, but there should be future discussion on all donations.

Member of the public Brenda Terris addressed the Council regarding previous work in nonprofits and sculpture placement. Public art affects all departments within a city, it can be a huge draw and can be controversial. She has visited all three areas and feels these sculptures would be a good fit at Honor Island Park, but felt parking would need to be adjusted. The other two locations, in her opinion, would create huge opportunities for the community. She also suggested going back to having a public art committee.

Member of the public Barbara Nelson addressed the Council regarding her intent in having art along the Granite Creek Trail corridor. She agreed that there should be more public input as well, and stated that the sculptures that were donated were not the ones that were pictured. Additionally, she feels that placement of different types of sculptures together in one location doesn't make sense.

Councilmember Rusing stated that what has been donated needs to be clarified.

City Clerk Sarah Siep stated that the same photographs of sculptures were included in two Civic Enhancement Committee packets as well as the August 13 Voting Meeting packet, and those sculptures were the pieces that were accepted for donation. The item before Council today is to make a determination regarding a location for a sculpture garden, however, based on what the staff is hearing from Council they could also provide direction to revise the policy and hold off on any decisions until after that is done.

Mayor Goode stated that this is not ready for consideration. He feels it should be sent back to the Civic Enhancement Committee to be reviewed further because there are too many unanswered questions, he asked staff if the Council could do that or rescind their prior motions.

Ms. Siep responded that the Council could rescind their previous motion and send the item back to the Civic Enhancement Committee to review.

MOTION BY MAYOR GOODE TO RESCIND THE COUNCIL'S AUGUST 13 MOTION TO ACCEPT A SCULPTURE ART DONATION; SECONDED BY MAYOR PRO TEM CANTELME: PASSED (4 - 3) COUNCILMAN GAMBOGI,

COUNCILMAN MONTOYA AND COUNCILMAN MOORE DISSENTING

Mayor Goode commented that he agrees more public noticing should be taking place so citizens can participate.

City Manager Dallin Kimble stated that staff can do more communicating of these issues, and he will work on determining what the best avenues are for people to be made aware.

MOTION BY COUNCILMEMBER RUSING TO HAVE THE GUIDELINES AND POLICY FOR DONATION OF PUBLIC ART COMPREHENSIVELY REVIEWED AND REVISED BY THE LEGAL DEPARTMENT WITH PARTICULAR ATTENTION TO PUBLIC COMMENT PERIODS AND CLARIFICATION ON COSTS OF INSTALLATION; SECONDED BY MAYOR PRO TEM CANTELME: PASSED (5 - 1 - 1) COUNCILMAN GAMBOGI DISSENTING AND COUNCILMAN MONTOYA ABSTAINING

Ms. Siep stated that staff will work on getting the policy revised and returning to Council for review and approval. She also suggested that all donations be put on hold until the policy can be revised. Council consensus to wait on any donations until the policy can be revised and approved.

Following votes on this item, member of the public Sherrie Hanna stated that she had submitted a card and not spoken. Mayor Goode called her to the podium and she addressed the Council regarding Honor Island Park which was named to honor veterans and pioneers of the Prescott community. She respectfully requested that the location be taken off the list for consideration.

Mr. Baynes clarified that Ms. Hanna was actually talking about Memorial Island and not Honor Island Park.

E. Approval of Acceptance of a $3,100,000.00 Arizona Department of Transportation (ADOT) Grant E5S5A01L for Land Acquisition for Airport Protection at Prescott Regional Airport - Ernest A. Love Field.

Airport Director Rick Crider provided a presentation to the Council regarding the award of funds for Prescott Regional Airport.

Mayor Goode commented that this funding will be used for airport protection which will help to offset the costs of land acquisitions that the Council has been working on.

Mayor Pro Tem Cantelme concurred, the city is 75% reimbursed at this time which is wonderful.

Councilmember Rusing stated that the Council must be meticulous in following the requirements of the FAA, critical to protect the health and welfare of the community.

Councilman Moore stated that open space for recreation is important for our residents. He added that the 10% match required to be paid by the city has

already been paid.

Mr. Crider confirmed.

MOTION BY MAYOR PRO TEM CANTELME TO APPROVE ITEM 10.E.; SECONDED BY COUNCILMAN MOORE: PASSED (7 - 0)

F. Approval of Acceptance of a $243,000.00 Federal Aviation Administration (FAA) Grant 3-04-0030-055-2024 for On-going Planning Work at Prescott Regional Airport - Ernest A. Love Field.

Airport Director Rick Crider provided a presentation to the Council regarding a review of the geometries of the runways at the airport, this grant funding will help to address those matters. The city match for this is $12,700.

MOTION BY MAYOR PRO TEM CANTELME TO APPROVE ITEM 10.F.; SECONDED BY COUNCILMEMBER RUSING: PASSED (7 - 0)

11. COUNCIL LIAISON BCC UPDATES

City Clerk Sarah Siep provided an update from Councilmembers for their respective city Board, Commissions and Committees as follows:

Mayor Pro Tem Cantelme - Workforce Housing Committee: The Committee is currently looking into the opportunities of Accessory Dwelling Unit (ADUs) which will be coming forward to the Council in the future as a possible solution for rentals in the community.
Mayor Goode - Charter Review & Water Policy Review Ad Hocs have concluded their work and been dissolved. Veterans Ad Hoc has conducted seven (7) community outreach townhalls, most recently at Prescott Lakes with over 50 participants.
Councilman Gambogi - General Plan Committee: The draft General Plan is ready for review and the 60-day public comment period opens September 23
Councilman Gambogi - Water Issues Subcommittee: The Subcommittee has reviewed and made recommendations on seven (7) water service applications this year, two (2) of which will be coming forward to the Council later this month. Additionally, staff is preparing presentations related to storm water quality regulatory requirements and a long-term Water Management Plan which the Subcommittee will be reviewing soon.
Councilman Gambogi - Pedestrian, Bicycle & Traffic Advisory Committee: At their September meeting, the Committee received a presentation regarding striping and signage changes for Westridge Drive. The proposal includes new white edge lines, "25 MPH" and "SLOW" pavement markings and markings/regulatory signs to encourage drivers to obey the speed limit. Staff will be working on these items.

Upcoming BCC Meetings:
September 11 Tourism Advisory Committee
September 12 Planning & Zoning Commission
September 13 Prescott Preservation Commission
September 17 Airport Advisory Committee
September 18 CDBG Citizens Advisory Committee
September 19 Board of Adjustment
September 26 Civic Enhancement Committee
October 1 Water Issues Subcommittee
October 2 Veterans Commission

12. ADJOURNMENT

Quote: "Our government leaders have made many mistakes in the past when they have lost sight of the sacred American values rooted in the Declaration of Independence and the Constitution. We are at the brink of even greater mistakes and assaults on these values." - Samuel Dash

There being no further business to discuss, Mayor Goode adjourned the meeting at 5:07 p.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on September 10, 2024. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk

TO:	MAYOR AND CITY COUNCIL
AGENDA:	September 24 Voting Meeting
DATE:	September 24, 2024
DEPT:	Public Works
ITEM #:	9.B
SUBJECT:	Adoption of Resolution No. 2024-1904, Approving City Contract No. 2025-079 an Intergovernmental Agreement with the Yavapai County Flood Control District for Reimbursement of Design & Construction Cost Related to Various Drainage Improvement Projects in the City of Prescott for FY2025.

ITEM SUMMARY

This item is to adopt Resolution 2024-1904, approving an Intergovernmental Agreement (IGA) with the Yavapai County Flood Control District, to accept funding in the amount of $890,000.00 for various drainage improvement projects within the City of Prescott for FY25.

BACKGROUND

The Yavapai County Flood Control District (the "District") is a special taxing district that generates property tax revenue to support the planning, design, construction, and maintenance of flood control improvements within the County. The District annually provides funding assistance to local government agencies within the County for drainage improvement projects. The City has experienced historical stormwater control and flooding problems in various areas, and is seeking to mitigate such problems to increase safety and protect public and private property. The funding is being coordinated with other street and utility improvement project funding. The funding may be used for all, or a portion of the following projects:

1. Double D Drainage Improvements
2. Yavapai Hills - Hornet Drive Drainage Improvements
3. Dexter Neighborhood Flood Improvements
4. General Drainage Improvements as Determined by the City

It is anticipated that all the Flood Control District funds will be split among various projects but that a majority of the funds will be utilized for the Yavapai Hills - Hornet Drive Drainage Improvements and the Double D Drainage Improvements. Resolution 2024-1904 and City Contract 2025-079 (IGA) are attached for reference.

FINANCIAL IMPACT

The IGA will reimburse design and construction costs related to drainage components of the projects, up to $890,000.00 in FY25. The balance of the project costs will be provided from the Streets Fund.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2024-1904

ATTACHMENTS

1. Resolution No. 2024-1904
2. City Of Prescott IGA 24-25

RESOLUTION NO. 2024-1904

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT ("IGA") WITH THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT FOR THE FUNDING OF FISCAL YEAR 2024-2025 FLOOD CONTROL PROJECTS LOCATED WITHIN THE CITY OF PRESCOTT; AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE

RECITALS:

WHEREAS, the City of Prescott ("City"), a municipal corporation of the State of Arizona and the Yavapai County Flood Control District ("District"), a special taxing district duly organized under the laws of Arizona, desire to enter into an intergovernmental agreement ("IGA") for funding certain flood control improvements located in the City for Fiscal Year 2024-2025; and

WHEREAS, A.R.S. 11-952, 48-3603, 9-499.01, and the City Charter authorize two or more public agencies (including the City and the District) to contract for services or jointly exercise any powers common to the contracting parties, to fund flood control projects and to enter into contracts for the joint benefit of each other in the interest of the public's health, welfare and safety; and

WHEREAS, it is in the best interests of the City to enter into an IGA with the District for the funding of certain City flood control projects for Fiscal Year 2024-2025.

ENACTMENTS:

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

Section 1. THAT the City hereby approves the IGA (City Contract No. 2025-079) between the City and the District.

Section 2. THAT the Mayor and staff are hereby authorized to execute the referenced IGA (City Contract No. 2025-079) and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this _____ day of September, 2024.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. SIEP
City Clerk

APPROVED AS TO FORM:

JOSEPH D. YOUNG
City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2024-1904 is a true, correct and accurate copy of Resolution No. 2024-1904 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on ____ day of _____, 2024, at which a quorum was present and by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this ____ day of _____, 2024

_____
City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF PRESCOTT FOR THE FISCAL YEAR 2024-2025 FINANCIAL CONTRIBUTION FROM THE DISTRICT TO THE CITY FOR FLOOD CONTROL IMPROVEMENTS

THIS INTERGOVERNMENTAL AGREEMENT BETWEEN THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE CITY OF PRESCOTT FOR THE FISCAL YEAR 2024-2025 FINANCIAL CONTRIBUTION TO THE CITY FOR FLOOD CONTROL IMPROVEMENTS (the "Agreement") is entered into, effective this **2nd** day of **October 2024**, between the Yavapai County Flood Control District, a political subdivision of the State of Arizona (the "DISTRICT"), and the City of Prescott, Arizona, a municipal corporation of the State of Arizona (the "CITY"). The District and the City are sometimes collectively referred to as the "Parties" or individually as a "Party."

RECITALS

WHEREAS:

A. The DISTRICT is a special taxing district legally created in the State of Arizona and organized by Yavapai County to include and govern its jurisdiction.

B. The DISTRICT administers the Federal Emergency Management Agency ("FEMA") Regulations under the National Flood Insurance Program.

C. The Yavapai County Board of Supervisors is the Board of Directors of the DISTRICT.

D. The CITY lies within the legal boundaries of the DISTRICT.

E. The DISTRICT, the CITY, and Yavapai County ("County") are separate and distinct political subdivisions, but each can provide for the benefit of the other(s), for the benefit of public health, safety, and welfare, and other public purposes.

F. The DISTRICT and the CITY have authority to enter into Intergovernmental Agreements pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952, § 48-3603, and § 9-499.01, and CITY's Charter and Code.

G. Among other things, the DISTRICT receives tax proceeds as general funding for the planning, construction, and maintenance of flood control improvements.

H. Under the budgeting process for the DISTRICT, a category of "Contributions" (hereinafter "Funds") has been established, setting aside monies that may be utilized by the various political subdivisions located within the boundaries of Yavapai County.

I. The DISTRICT has approved and budgeted Funds to provide funding assistance for flood mitigation work and is authorized to expend such Funds for flood control projects (including storm water control) to political subdivisions for projects so long as the projects are flood or drainage related, cost-effective, a benefit to the County, the DISTRICT, and the political subdivision and are in accordance with FEMA regulations.

J. The CITY has experienced storm water control and flooding problems for a number of years in various locations and seeks to mitigate such problems to increase safety and protect public and private property and persons within the CITY.

K. The CITY seeks to improve its storm water control, make drainage improvements, and/or mitigate flooding problems by constructing any or all of the following drainage improvements within the Incorporated City limits (hereinafter collectively referred to as the "Project"):

- Double D Drainage Improvements
- Hornet Drive Flood Improvements
- Dexter Neighborhood Flood Improvements
- General Drainage Improvements as Determined by the City

L. The CITY desires to receive DISTRICT Funds for the 2024-2025 fiscal year to be used for its Project.

M. The DISTRICT has budgeted Funds to support the Project in an amount not to exceed **Eight Hundred and Ninety Thousand Dollars ($890,000.00)** for fiscal year 2024-2025 which begins on July 1, 2024.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, including consideration of the mutual promises, terms, and conditions hereinafter set forth, including the mutual promises and obligations to be performed by the Parties hereto, IT IS AGREED BETWEEN THE CITY AND THE DISTRICT AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to authorize the DISTRICT to pay and contribute to the CITY Funds in support of the CITY's Project. Such funding for fiscal year 2024-2025 shall not exceed **Eight Hundred and Ninety Thousand Dollars ($890,000.00).**

II. COMMENCEMENT, DURATION, AND TERMINATION

The effective date is as set forth on page one (1) of this Agreement. Performance under this Agreement shall commence following the effective date and shall terminate upon the earliest of:

A. The completion of the Project as determined by the CITY;
B. The exhaustion of the Funds allocated to the CITY for the Project;
C. June 30, 2025 (however, the CITY shall have until July 31, 2025, to request Funds and the DISTRICT shall provide Funds as described in this Agreement); or
D. The mutual agreement of the Parties.

If this Agreement terminates for any reason, any unused portion of the Funds shall not be available to the CITY without further agreement of the Parties.

III. RESPONSIBILITIES OF PARTIES

A. The CITY shall:

1. Be solely responsible for the design, engineering, bidding, right-of-way acquisition, supervision, construction, inspection, administration, and project management of the Project and for contracting directly for all Project work.
2. If plans are used to bid, provide the DISTRICT a copy of the final Project plans.
3. Use the Funds for the Project in fiscal year 2024-2025.
4. Use the Funds exclusively for costs associated with the Project described above.
5. When requesting Funds from the DISTRICT, provide detailed invoices with supporting documentation for the request(s).
6. Request Funds from the DISTRICT on or before July 31, 2025 (for work completed in fiscal year 2024-2025).
7. Be responsible for the proper disbursement of the Funds provided by the DISTRICT.
8. Be responsible for maintaining the Project and the resulting improvements.

B. The DISTRICT shall:

1. Make Funds available to the CITY for the Project as approved by the Board of Directors.
2. Provide funding as available and appropriate upon proper request(s) by the CITY.
3. Pay properly invoiced requests monthly or on an alternate schedule as agreed to by the CITY and DISTRICT.
4. Pay properly invoiced requests for work completed by the CITY in fiscal year 2024-2025 so long as CITY's requests are received by the DISTRICT on or before July 31, 2025.

C. The DISTRICT and CITY mutually agree:

1. That they recognize the Funds to be used by Parties pursuant to this Agreement are tax funds. The agreements herein for funding are based upon projected tax funds to be received. In the event the projected income is not received, there is the possibility that some or all of the Funds anticipated by this Agreement and set forth herein will not be available. All monetary obligations under this agreement shall be subject to annual budget approval of the respective governing bodies of the parties. A failure of either party's governing body to approve funding for payment of any obligation hereunder shall constitute grounds for termination of this agreement.

2. The Project is the sole responsibility of the CITY, and not of the DISTRICT or the County. All real property upon which the Project work will occur is within the CITY limits and not owned or under the control of the DISTRICT or County.

IV. INDEMNIFICATION

To the fullest extent permitted by law, the CITY agrees to defend, indemnify, and hold harmless the DISTRICT, its Board of Directors, officers, employees, agents, or other representatives, the County, its Board of Supervisors, officers, employees, agents, or other representatives from any and all claims for damages or otherwise arising under this Agreement and from any negligent acts of the City, its officers, employees, agents, or other representatives. This Indemnification provision shall survive the termination of this Agreement.

V. OTHER PROVISIONS

A. NOTICE. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by certified mail, return receipt requested, addressed as follows:

CITY OF PRESCOTT	DISTRICT
City Manager	Yavapai County Flood Control District Director
201 N. Montezuma Street	1120 Commerce Drive
Prescott, AZ 86301	Prescott, AZ 86305

B. ENTIRE AGREEMENT. This Agreement represents the entire understanding between the parties with respect to the subject matters herein, and may be amended, modified, or waived only by written instrument signed by both Parties.

C. CONFLICT OF INTEREST. This contract is subject to the cancellation provisions of A.R.S. § 38-511.

D. SEVERABILITY. In case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein.

E. NON-DISCRIMINATION. The Parties shall comply with Executive Order 2023-01, which mandates that all persons, regardless of race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.

F. EMPLOYMENT VERIFICATION. Both parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees, and with the requirements of A.R.S. §23-214 and § 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of this Agreement, and the parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The parties retain the legal right to inspect the papers of each contractor or subcontractor employee of either who performs work pursuant to this Agreement to verify performance of the foregoing warranty of compliance with the State and Federal Immigration Laws.

G. LAWS. The Parties shall each be fully responsible for compliance with all statutes ordinances, codes, regulations, rules, court decrees, or other laws (hereinafter "Laws") applicable to it as part of fully performing the Project with regards to their respective roles. This Agreement shall not relieve either Party of any obligation or responsibility imposed upon it by Laws.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year specified below.

YAVAPAI COUNTY
FLOOD CONTROL DISTRICT

_____

Craig L. Brown, Chairman Date
Board of Directors
Yavapai County Flood Control District

CITY OF PRESCOTT

_____

Philip R. Goode, Mayor Date
City of Prescott

ATTEST:

_____

Jayme Rush Date
Clerk of the Board of Directors

_____

Sarah Siep Date
City Clerk

DETERMINATIONS OF COUNSEL

FOR THE
INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE YAVAPAI COUNTY FLOOD CONTROL DISTRICT AND THE
CITY OF PRESCOTT.

FOR THE FISCAL YEAR 2024-2025 FINANCIAL CONTRIBUTION
FROM THE DISTRICT TO THE CITY FOR FLOOD CONTROL IMPROVEMENTS

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the City of Prescott. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City of Prescott.

City Attorney Date
City of Prescott

Pursuant to A.R.S. § 11-952, the foregoing Agreement has been submitted to the undersigned Attorney for the Yavapai County Flood Control District, Arizona. The undersigned has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Yavapai County Flood Control District.

Deputy County Attorney Date
Flood Control District

TO:	MAYOR AND CITY COUNCIL
AGENDA:	September 24 Voting Meeting
DATE:	September 24, 2024
DEPT:	Recreation Services
ITEM #:	9.C
SUBJECT:	Approval of City Contract No. 2023-210A4, an Amendment to City Contract No. 2023-210, with Fann Contracting, Inc. for the White Spar Trailhead Project in the Amount of $50,106.83. Funding is Budgeted & Available in the Recreation Services Budget.

ITEM SUMMARY

This item requests approval of City Contract No. 2023-210A4, an amendment to City Contract No. 2023-210, with Fann Contracting, Inc. for the White Spar Trailhead project, in an amount not to exceed $50,106.83. Funding is available through the Recreation Services budget.

BACKGROUND

The City of Prescott and Prescott National Forest have been working together over the last 10+ years on the Greater Prescott Trails Plan with several public meetings to establish priority projects. This five-year agreement builds on a previous agreement in which trail construction in Spence Basin and the Badger Mountain area was accomplished. An integral part of this agreement includes a new trailhead off White Spar Road, which the City of Prescott will construct and fund. The City of Prescott will be reimbursed by the US Forest Service. In addition, this trailhead will be strategically located near the Prescott Circle Trail as well as the proposed Bean Peaks flow trails.

FINANCIAL IMPACT

Funding is available in the Recreation Services fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2023-210A4

ATTACHMENTS

1. CC - Contracts - 2023-210 - FANN CONTRACTING, INC - 6152023
2. CC - Contracts - 2023-210A2 - FANN CONTRACTING, INC. - 6152023 (1)
3. Contract Cover Sheet for Council
4. Amendment Contract 2023-210
5. 32246-002 CO 1

CONTRACT TRACKING SHEET

CONTRACT NO: 2023-210

CITY OF PRESCOTT
Everybody's Hometown

For Contract Review:

1st Step – City Clerks Office will assign a Contract Number. If Council Action is required, get the Contract Number FIRST and include in Council Agenda Memo.

2nd Step – City Clerks Office will route Contract and applicable documents through Legal Dept.

***Certificate of Liability Insurance MUST be attached. Please include the expiration date.

Process Note: The Legal Department MUST review all IGAs, Easements, Lease/Property Acquisitions, and Development Agreements, as well as all Contracts. All must be reviewed and signed off by the Legal Department prior to any action taken.

Please fill out this form completely or it will be returned to you prior to review, approval or scanning into Laserfiche. If a response is not applicable, please use "N/A" – Do Not Leave Any Blanks.

Document Type: (Please Check One)

- (●) Contract
- ( ) Other (Please Specify): _____
- ( ) Change Order / Modification (How many changes are connected to this contract? _____)
  - ***Original Contract No.** _____ **for this Change Order**
- ( ) Amendment (How many amendments are connected to this contract? _____)
  - ***Original Contract No.** _____ **for this Amendment**

- [ ] IGA
- [ ] Lease / Property Acquisition
- [ ] Easement
- [ ] Grants
- [ ] General Services
- [ ] Professional Services
- [x] Construction Services
- [ ] Field and Facilities Purchase
- [ ] License Agreement
- [ ] Development Agreement
- [ ] Reimbursement Agreement
- [ ] Water Service Agreement
- [ ] MOU
- [ ] Cooperative Purchase Agreement

Comments/Notes: Email a color copy back to LaTona and Roxanne latona.jones@prescott-az.gov; roxanne.eikenberry@prescott-az.gov

IDENTIFY INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext.
Public Works, LaTona Jones, 5013
Public Works, Roxanne Eikenberry 5021

Contractor or Vendor Name, Address, Tel. No.:
Fann Contracting, Inc.
6725 Generation Lane / PO Box 4356
Prescott AZ 86302
Jfann@fanncontracting.com
estimating@fanncontracting.com

Project Name:
On-Call Job Order Contracting for Public Works Horizontal Construction Projects

Ord/Res No: _____ (if applicable)

Brief Summary of the Services to be provided:
On-Call Job Order Contracting for Public Works Horizontal Construction Projects

Terms:
Start Date: 6/15/23 Exp. Date: 6/30/25

Contract Amount: $ _____

Does Contract require Council Approval? (●) Yes ( ) No

Scheduled Council Date: 6/13/23

Does document need to be recorded? ( ) Yes (●) No

Insurance & Bonds

None Required [ ]

Insurance Certificate:	[x] Attached	Initial	LSJ	Date: 6/20/02	Exp. Date: 6/1/24	
Bid Bond:	[ ] Attached	Initial		Date:		Bonds will be required if/once a project is awarded.
Performance Bond:	[ ] Attached	Initial		Date:		
Payment Bond:	[ ] Attached	Initial		Date:		

City Clerks Office Use: Retention Date: ____/____/____ Council Approved on: ____/____/____

CITY OF PRESCOTT
Everybody's Hometown

Construction Contract

Job Order Contracting for Public Works / Horizontal Construction Projects

Contract No. 2023-210

THIS AGREEMENT made and entered into this 13th day of June 2023, by and between Fann Contracting, Inc. of the city of Prescott, county of Yavapai, 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 by the said City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds to be provided once a Job Order Amendment is presented, hereby agrees, for him/herself, his/her heir, executors, administrators, successors and assigns as follows:

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: Job Order Contracting and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Request for Statement of Qualifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, and Addenda, as accepted by the Mayor and Council per Council Minutes of June 13, 2023, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, 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 contract will commence once awarded and will expire June 30, 2025, pursuant to ARS § 34-605. G.1. The value of these contracts will vary based on projected City needs, and available budget. The award of a contract is not a guarantee of work. There is no specific list of projects currently. The Contractor hereby agrees start and to fully complete within the time frame as given on the written notice to proceed for each project assigned.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Request for State of Qualifications, MAG Specifications and Details, City Supplement to MAG, and Special Provisions. The maximum cost per Job Order can be up to $1,000,000.00 and the

maximum amount per fiscal year per contractor is $3,000,000.00. Each Job will be awarded and a Job Order Amendment for each job will be sent out to get all the required documents. On each approved Job Order if the Contractor claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments shall be approved by the Director or any Contract Amendments over $50,000 must also be approved by City Council.

ARTICLE V – CONFLICT OF INTEREST: Pursuant to A.R.S. § 38-511, the City 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 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 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 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 therefrom 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 - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum per MAG per project awarded with the amendment, per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum per MAG per project awarded with the amendment per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

ARTICLE XI - OTHER WORK IN PROJECT AREA: The City, 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 the Contractor encounters delay or disruption in the project schedule due to factors not wholly the fault of the Contractor or within the Contractor's 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 XII - BONDS:

A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 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. 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 A.R.S. § 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 A.R.S. § 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 XIII – SUBCONTRACTORS:

A. During performance of this Agreement, the Contractor may engage such additional subcontractors as may be required for the timely completion of the construction. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Contractor.

B. The Contract Amount includes payment for any and all Services to be rendered by the Contractor or Subcontractors which the Contractor may employ for this Agreement. It is expressly agreed by and between the parties that the Contractor is solely responsible for all payment to such any other Contractors or Subcontractors retained by the Contractor. The Contractor agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure to pay for all labor performance and materials furnished for the performance of said project when completed.

ARTICLE XIV – RIGHT TO ASSURANCE:

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

ARTICLE XV – TERMINATION FOR CONVENIENCE:

The City reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to the City. In the event of termination under this paragraph, all documents, data, and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the City upon demand. The Contractor shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

ARTICLE XVI - MISCELLANEOUS:

A. Cooperative Use of Contract
This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

B. All pay applications need to have these items contract number, pay application number, dates of service and date submitted. They need to be submitted to the project manager for review. Once they review and sign off, they will submit to our accounts payable department for payment processing.

C. 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.

D. Final Payment Acknowledgement to be signed by the contractor and sent in with the final pay application. This is to further certify that the project is completed to acceptable standards as defined in the plans and specifications per the Project Contract Agreement. Any changes to the plans have been noted on the Construction As-built Mylar Drawings certified by the Engineer of Record. The revised As-built Drawings have been delivered and approved by the Public Works department. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott.

E. Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties is to be signed and returned at the end of the two-year warranty period that is determined per the warranty letter sent out when the project has been completed.

F. 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 A.R.S. § 12-341.01 (A) and (B), A.R.S. §34-301, §34-302 & §34-321 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.

G. In the event of default, neither party shall be liable for incidental, special, or consequential damages.

H. 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:

Public Works Director City of Prescott 433 N. Virginia Street Prescott, Arizona 86301	Fann Contracting, Inc. 6725 Generation Lane Prescott AZ 86301 jfann@fanncontracting.com

I. This Agreement shall be construed under the laws of the State of Arizona.

J. 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.

K. 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.

L. 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.

M. Contractor agrees that notwithstanding the existence of any dispute, the Contractor shall continue to perform the obligations required of Contractor during the negotiation and resolution of any such dispute unless specifically enjoined or prohibited by an Arizona Court of competent jurisdiction.

N. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".

O. 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.

P. Compliance with Federal and State Laws: All Services performed by the Contractor shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. The Contractor, at the Contractor's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. The Contractor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Q. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and

Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

R. Employees on Public Works Construction Projects: E-Verify Requirements:
   1. The Contractor shall comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, "Residence Requirements for Employees", as amended.

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

      a. A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
      b. The City retains the legal right to inspect the papers of any Contractor or Subcontractors' employee to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any such inspections.
      c. The City may, at its sole discretion, conduct random verification of the employment records of the Contractor and any of the Subcontractors to ensure compliance with the Contractor Immigration Warranty. The Contractor agrees to assist the City in regard to any random verification performed.
      d. 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(A).
      e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. "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 of real property.

S. Israel: Contractor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.

T. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
   1. The forced labor of ethnic Uyghurs in the People' s Republic of China
   2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China; and
   3. Any Contractor / subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People' s Republic of China.

   If the Contractor becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Contractor does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

U. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:
   1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
   2. Affirmative steps shall include:
      a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
      b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
      c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
      d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
      e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

ATTEST:

Fann Contracting, Inc. (Authorized Signature)

By: JASON FANN
(Printed Name)

Title: PRESIDENT/C.O.O.

Email: jfann@fanncontracting.com
estimating@fanncontracting.com

City of Prescott, a municipal corporation:

Philip R. Goode, Mayor

ATTEST:

Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

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.

   Additional Insured:
   City of Prescott
   201 N. Montezuma Street
   Prescott AZ 86301

2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov **AND** fandboperations@prescott-az.gov. The City contract number and project name/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. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

NOTICE OF CANCELLATION:
With the exception of a ten (10) day notice of cancellation for non-payment of premium, and 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. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

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 project and warranty period as set forth in the warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

MAG Specifications, Sections 103.1 through 103.8, including: Unless otherwise specifically required by the Special Conditions, the minimum limits of public liability and property damage liability shall be as follows:

1. 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, broad form, contractual liability and XCU coverage.

   - General Aggregate $ 3,000,000
   - Products – Completed Operations Aggregate $ 3,000,000
   - Personal and Advertising Injury $ 1,000,000
   - Each Occurrence $ 1,000,000
   - Fire Legal Liability (Damage to Rented Premises) (if applicable) $ 100,000

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

"The Contractor agrees to endorse the City of Prescott as an Additional Insured on the Commercial General Liability with the following Additional Insured endorsement, or similar endorsement providing equal or broader Additional Insured coverage, the CG 2010 10 01 Additional Insured - Owners, Lessees, or Contractors, or CG2010 07 04 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement in combination with the additional endorsement of GC2037 10 01 Additional Insured – Owners, Lessees, or Contractors – Completed Operations shall be required to provide back coverage for the contractor's "your work" as defined in the policy and liability arising out of the products-completed operations hazard."

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 additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor."

Worker's Compensation and Employer's Liability

Workers' Compensation Statutory
Employer's Liability

Each Accident -	$1,000,000
Disease – each employee -	$1,000,000
Disease – policy limit -	$1,000,000

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.

Professional Liability (Errors and Omissions Liability) – *if applicable*

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

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

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

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.

Such policy shall not exclude coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.

2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.

3. Injury to or destruction of any property arising out of blasting or explosion.

4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than $1,000,000.00 for one person, and $1,000,000.00 for more than one person, and property damage in the sum of $1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

The Contractor shall carry and maintain fire and extended coverage with an endorsement for vandalism and malicious mischief in Contractor's name and also in the name of the City in an amount of at least ONE HUNDRED PERCENT (100%) of the Contract amount (if applicable).

The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE

HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City (if applicable).

FINAL PAYMENT ACKNOWLEDGEMENT

To the City of Prescott, Arizona:

Fann Contracting, Inc.
6725 Generation Lane
Prescott AZ 86301
jfann@fanncontracting.com

Fann Contracting, Inc., has submitted the final pay application for the _____ project in the consideration of:

$ _____,
(Total Final Project Amount)

as full and complete payment under the terms of the Contract. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott, as stated in the warranty letter to be provided.

The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project within the next 90 days.

Signed and dated this _____ day of _____, 20____.

_____
(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20____.

_____ _____
Notary Public Commission Expires

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS AND CERTIFICATION OF COMPLETION OF WARRANTIES

Project: _____

To the City of Prescott, Arizona:

1. This affidavit is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.
2. The Undersigned, for the consideration of $ _____
(Total project price)
as set out in the final pay application, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described project. The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed and dated this _____ day of _____, 20___.

_____
(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20___.

_____ _____
Notary Public Commission Expires

CITY OF PRESCOTT
Everybody's Hometown

Government Funding Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
b. Hatch Act 5 U.S.C. 1501, et seq.
c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
d. U.S.C. 4601, et seq.
e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
h. Clean Air Act, P.L. 90-148, as amended.
i. Coastal Zone Management Act, P.L. 93-205, as amended.
j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands

c. Executive Order 11998 - Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
f. Executive Order 12898 - Environmental Justice
g. Executive Order 13788 - Buy American and Hire American
h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
h. 3-04-0015-045-2020
i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
k. 49 CFR Part 20 - New restrictions on lobbying.
l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.
s. § 200.323 Procurement of recovered materials.
t. 31 USC Ch. 38: Administrative Remedies for False Claims and Statements

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
   i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
   ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

a) The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
b) Affirmative steps shall include:
   i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
   ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
   iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
   iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
   v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in

connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer, or agent,
(ii) Any member of his immediate family,
(iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

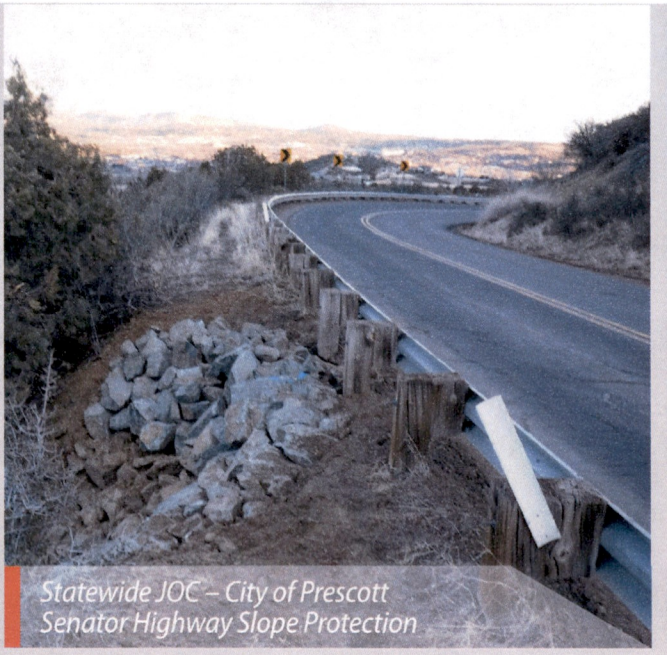
Construction Contracts in excess of $2,000 awarded by non-Federal entities.

Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Employment of Mechanics and Laborers contracts in excess of $100,000.00

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Statewide JOC - PUSD Abia Judd Parking Lot



Statewide JOC – City of Prescott
Senator Highway Slope Protection

Statewide JOC – Yavapai County Beasley Flats

>>> JOB ORDER CONTRACTING (JOC) FOR PUBLIC WORKS PROJECTS

MARCH 9, 2023

FANN CONTRACTING

CITY OF PRESCOTT

6725 Generation Lane
Prescott, AZ 86301

PO Box 4356
Prescott, AZ 86302

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

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

COVER LETTER

City of Prescott
City Clerk's Office
201 Cortez Street
Prescott, Arizona 86303

March 9, 2023

RE: Job Order Contracting for Public Works Projects

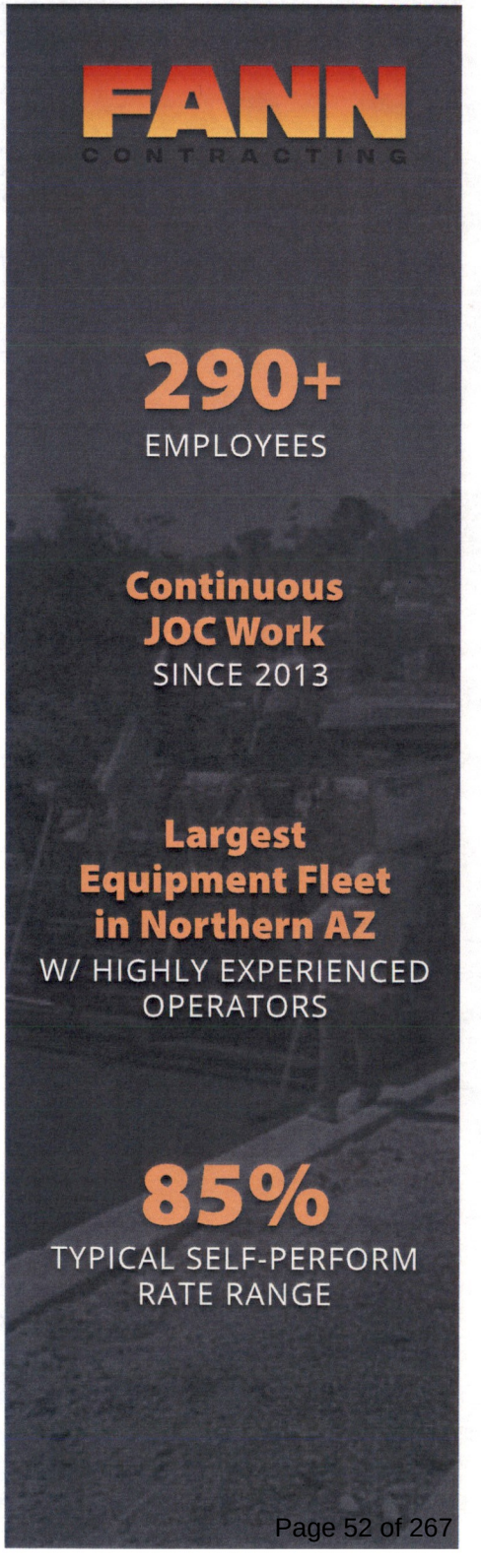
Dear Selection Committee,

We are pleased to submit our statement of qualifications for the City of Prescott's Job Order Contracting (JOC) services for Public Works / Horizontal Construction Projects. Fann Contracting, Inc (Fann) has worked with the City of Prescott for more than 60 years and is **now the largest heavy-civil contractor in Northern Arizona, with one of the most diverse portfolios in contracting and self-performed services.** We continue to provide consistent and quality JOC services for municipalities year after year, including several for the City of Prescott through our Statewide JOC program. **Fann provided the City of Prescott with their first Horizontal JOC project in 2018 with the Gurley Street driveway entrance into PUSD's new administration facility at Washington School**. The fact that the City has continued to use Fann for several more job order contracts through our Statewide JOC program while providing similar services through the City's Operated Equipment contract is a testament to the quality service we provide matched with our well-rounded expertise.

We look forward to continuing our partnership with the City of Prescott to offer the same level of customer service, quality, and care as we have on our past JOC projects. Fann will hands-down provide the City with the most combined value regarding responsiveness, reliability, available resources, well-rounded abilities, warranty response, teamwork, and customer service.

Team Strengths: Our proposed JOC team brings together **decades of local industry knowledge and pointed construction experience in horizontal construction**. Our key team members include Pre-Construction Lead Jason Fann, Estimators/Project Managers Derek Kack and Brian Fuller, along with Superintendents Greg Crain, Gary Hickman, Brian Rainey and Corey Shelley to handle as many diverse projects necessary to meet your JOC needs. Our team brings to the City the best combination of fast-track project implementation and execution, quick turnaround estimating, local and technical construction experience, a strong rapport with local subcontractors and suppliers, a keen eye for quality and safety, and a partnership approach to see that your job orders are carried out successfully.

Largest Northern Arizona Heavy-Civil Contractor: Fann's 63 years of construction in Northern Arizona, specifically in and around the Prescott area, makes us well-equipped to handle challenging site conditions on a variety



COVER LETTER

of projects. **We have a robust fleet of yellow-iron, haul trucks, specialized equipment, and employees that live, eat, and breathe complex construction.** We are more familiar than many of our competitors with working in the City of Prescott, dealing with cold climate environments, unique job conditions, hard dig situations, and adjusting to Northern Arizona's intricate terrain. Our team is well equipped to handle any or all of your JOC projects with reduced mobilization due to our local presence.

Timely Reviews, Responses, and Warranty: With our Prescott home office location, we provide quick and timely responses to your job order scoping requests, pricing, and are available to meet in-person with City staff at a moment's notice. We can be there in 10 minutes, not 10 days. Our team works hard to meet critical deadlines whether for scoping/pricing or project execution. Fann's widely known presence coupled with our family's good name provides the City an added sense of confidence that you can rely on to quickly address concerns during and after construction.

Self-Perform Capabilities: Our large fleet coupled with our local employee pool makes us best suited for JOC work given the variety of services that we offer. **Fann will self-perform the primary scopes of services:** roadway, grading, asphalt pavement, rehabilitation, utilities, drainage, excavating, repairs, demolition, emergency, and specialty services. Performing these major scopes in-house allows us to maintain direct control over each project ultimately leading to accelerated completion, productivity savings, safety control, and a higher quality of work. Additionally, **we are available for early procurement, strategies, pre-construction services, attend Council meetings, or provide any related service that helps City staff and our local projects**.

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

Jason Fann
President
Ph: 928-778-0170
Email: jfann@fanncontracting.com

Fann Contracting, Inc.
6725 Generation Lane, Prescott, AZ 86301

FANN CONTRACTING

$100M
ANNUAL VOLUME

300+
COMPLETED PUBLIC/ GOVERNMENT CONTRACTS

80+
PROJECTS IN QUAD CITIES & PRESCOTT
IN THE LAST FIVE YEARS

100%
LOCAL AND COMMITTED TO PRESCOTT

A. GENERAL INFORMATION

A.1a Brief Overview of the Contractor

Fann Contracting, Inc. (Fann) is a Northern Arizona-based general contractor celebrating 63 years of business. Our firm builds projects of all types and sizes, primarily self-performing earthmoving, rock handling, utilities, site preparation, roadway, highway, public works, and general construction improvements throughout Arizona.

What makes Fann unique is our synergy with City staff, experience on City of Prescott projects, well-rounded knowledge in horizontal construction, familiarity with local conditions, job safety and quality, company diversity, attention to detail, and our employees. **We have built a culture that brings the best out of our employees** because good work practices are rewarded for achieving high standards of quality, safety, and productivity.

We hold one of the most extensive heavy equipment and trucking fleets in Northern Arizona. As a result, we offer competitive pricing coupled with highly seasoned operators. Our full-service equipment maintenance department works around the clock to maintain and repair our heavy equipment, so projects stay on track with minimal interruption from equipment downtime.

We have the ability to increase resources as necessary to adjust to job conditions and meet accelerated schedule demands. **We will leverage our extensive construction experience in Northern Arizona to deliver a successful JOC project within the City's budget.**

A.1b Legal Organization

Fann is a privately owned company.

A.2 Applicable Licenses Held

Arizona Licenses held by Fann Contracting, Inc.

A - General Engineering - AZROC 071520
B - General Residential Contractor - AZROC 204153
B1 - General Commercial Contractor - AZROC 078800
B4 - General Engineering Contractor - AZROC 041313

A.3 Submission Requirements Met

Fann has met all submission requirements. Please refer to all headings consistent with those listed in the Request for Statement of Qualifications.

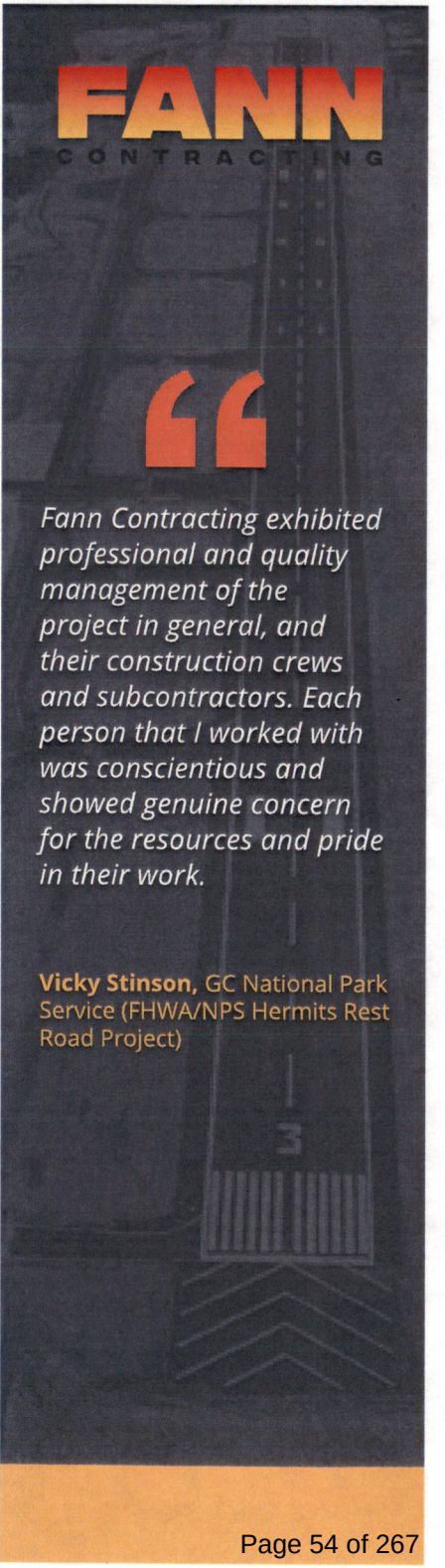
A.4 Principle Office and Local Office Location

Fann's principle and local office is located at 6725 Generation Lane, Prescott, AZ 86301

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

B.1 Understanding of Purpose and Scope

Fann has served the City of Prescott and surrounding area through a variety of project delivery methods including JOC. Additionally, we have held JOC contracts with other municipalities as well as the current Statewide JOC for horizontal work. Fann will provide timely delivery of your JOC projects. Whether indefinite delivery indefinite quantity (IDIQ), firmed fixed price, unit price, multi-project orders, pre-construction and design services, O&M, repair or reconstruct, or new construction, **Fann is the right partner to price and execute your job order assignments.**



B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

JOC Scope Matrix

Preconstruction Services:

- Constructability Review
- Subcontractor Coordination
- Utility Coordination
- Public Coordination
- Early Procurement Strategies
- Scheduling
- Value Engineering
- Permitting

Construction Services:

- Roadway Grading, Paving, Patching, Rehabilitation and Rejuvenation
- Water, Sewer, and Drainage
- Curbs and Sidewalks
- Excavating
- Repairs
- Striping
- Concrete work
- Sign placement
- Electrical & Lighting
- Landscaping
- Demolition

Jason Fann meeting onsite with Robin Sobotta during preconstruction at the Prescott Airport Terminal

We are self equipped with HCSS Heavy Bid for our estimating software to carry-out detailed and accurate JOC estimates. Fann has RS Means that can be used as a unit pricing back-check for detailed unit pricing on JOC projects and we have copies of Blue Book to use for any equipment driven projects.

We also have spreadsheet forms that can be used to price smaller projects or maintenance-type job orders which may not require a fully detailed HCSS estimate. Our current Statewide JOC uses a unit pricing system managed by Gordian who is the parent owner of RS Means. Those predetermined unit rates are applied to a JOC project's scope and quantity then finalized using Fann's prenegotiated adjustment factor. This method of scope and pricing is a unique process, but shows our ability to adapt to any JOC pricing structure. **We have vast experience in all of these JOC scoping and pricing methods, and understand what it takes for a JOC project to go from idea to reality.**

B.2 Years of Experience, Technical Capabilities, and Qualifications

For 63 years, Fann approaches every project with the general partnering principles of collaboration and open communication. This approach and the resulting team-centered mindset helps us solve problems quickly and cost-effectively. As issues or important matters arise during the JOC process, the project team works collaboratively to determine the best outcome for the project. With the tools and systems in place assisting our management team, we can achieve success on every project.

Design Review, Development, & Refinement: On past projects, whether JOC or others, we have been involved extensively in the design review process and project cost management efforts. Through this, we help the owner meet their budget and achieve the most value out of their project.

In addition, we have experts with many years of ground-level construction experience to assist with design reviews and refinement. For example, Fann provided design and constructability review feedback to Coconino County and Turner Engineering on the Pinewood Streets Improvement Project in Munds Park, evaluating pavement section options to offer the best value for the project - specifically, cement treated base. Our experts provide excellent value to the City and its design team to ascertain the best outcome possible for your JOC projects.

Working with Project Designer & City Project Manager: Our JOC team is fully engaged from start to finish working with the project's designer and project manager in any capacity of service. **With our presence in Prescott, we are available to meet at a moments notice face-to-face, onsite, or at the City representative's office, whichever is most convenient for the project team**. Fann has worked successfully with, and maintains outstanding relationships with, many local designers and City staff on Prescott Public Works and JOC projects.

Cost and Scope Control: It is our goal to minimize growth and contingencies on JOC projects. We do this through due diligence and our experience with anticipated conditions. We are involved from the start to properly scope the project and help identify unknowns to limit construction contingencies – managed through pre-pricing or time and materials tracking and payment. In addition, we use our cost/scope management efforts and project cost reporting systems to control costs throughout all phases of the JOC process.

As a seasoned general contractor, we have a very detailed understanding of the general conditions required to properly support a project. Fann will prepare a detailed list of anticipated general conditions and associated costs to

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

present to City staff. The City's representatives and the JOC team will jointly review anticipated job expenses needed to support the work. The project's cost proposal will include the general conditions dollar amount.

Value Engineering (VE): Our commitment to the City is to find VE solutions and the best means and methods for all aspects of any JOC project. An analysis of VE opportunities will be identified during the initial scoping/pricing process and remain in effect during construction to help identify cost savings possibilities as we unfold the project. For example, on the Statewide JOC's PUSD Prescott High School project, Fann proposed to re-use the asphalt millings (removals) from the school to stabilize their existing dirt parking lot. This provided the school with less long-term maintenance cost of their dirt parking lot while offering direct job cost savings on hauling/disposing the removals.

Planning & Scheduling: The JOC project goals and objectives must be established early to help the team stay focused on the project's goals. A construction critical path method (CPM) schedule is developed using Primavera Suretrak or P6, with task durations and sequencing, critical, and project milestones. The schedule is published to all project team members, including our superintendents specifically tasked with JOC projects, to inform everyone on construction progress and for proper resource allocation. **As a self-performing contractor, we can control the schedule through much of what we self-perform** and maintain excellent relationships with subcontractors for the JOC scope that we do not self-perform, resulting in responsiveness and schedule assurance.

Estimating: Fann's estimating team will generally use HCSS HeavyBid for estimating JOC projects, a software that allows us to quickly develop estimates for each project order. Fann's estimating department is set up to quickly respond and execute JOC task orders, led by Jason Fann, who will oversee the management of the City's estimates for this JOC.

Process for Quality Control: Our superintendents and project managers are responsible for managing overall job quality. Fann's designated Quality Control Manager oversees our quality control process and ensures our sub-consultants meet those same standards. Fann's Materials Manager oversees our materials quality and overall materials production for aggregates and asphalt should a project require these services.

Managing Construction: Through our multiple JOC contracts throughout Northern Arizona, Fann has developed a very specific process for acquiring JOC orders and managing the construction. See **FIGURE 1** below.

FIGURE 1: 8-Step JOC Process

Safety Management: Safety is not just a priority at Fann but a core value. Our employees, project partners, and their safety helps drive our successful business. Our focus is to complete work safely, timely, and in a quality manner with a strong culture of "zero accidents." We achieve this by reinforcing safe work practices, accident/incident prevention programs, cause-and-effect awareness, and providing extensive safety training for all employees. In addition, Fann frequently provides safety recognition for safe work practices or for having an outstanding safety record on a given project. This philosophy is ingrained in our employees and construction management team and carried out daily through our management practices in the field.

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

Dispute Resolution: We believe Fann and project staff should employ the "Partnering" model by establishing an escalation ladder for dispute resolution. Upon commencement of the JOC contract, the team will prepare an escalation procedure that defines the process by which issues get escalated, to whom, and the time frames needed to get to a prompt resolution. This process follows the general partnering model and will be successful on JOC projects should an escalation matter arise at any time.

Addressing Public Concerns: Fann has successfully coordinated public efforts in previous projects. For example, with past Coconino County JOC work orders, we provided initial notices and open forums to allow the public and business owners to come in and ask questions regarding the project. During construction, door-to-door notices were issued for coordination purposes for any scheduled lane closures, coordination with driveway work, or other interruptions. Additionally, message boards and advance warning signs notified the traveling public of upcoming construction activities.

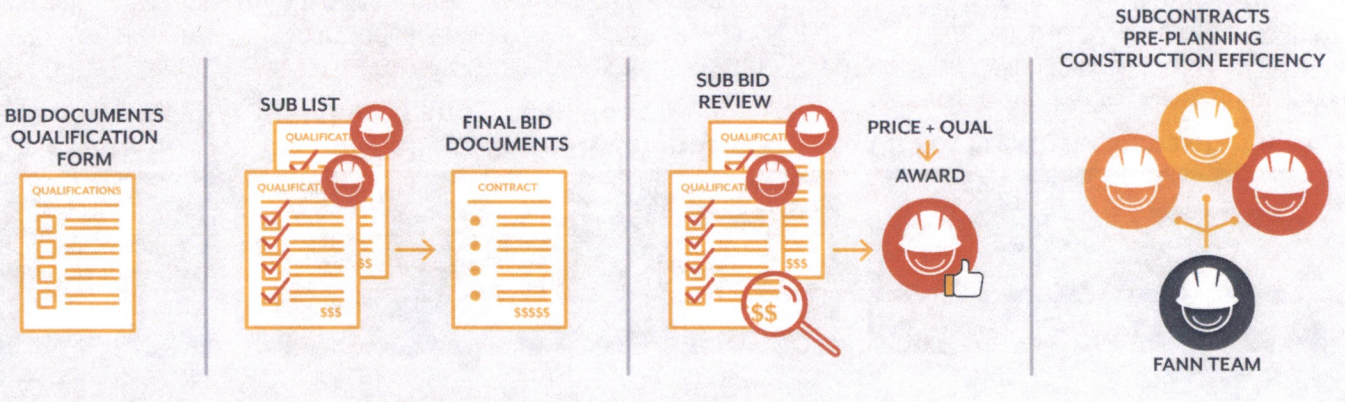
Public Coordination

Public coordination is important for project success through all project phases. Our JOC team's general approach to addressing public concerns and minimizing disruptions follows:

- Publish initial notices during pre-planning
- Hold public meetings to inform stakeholders
- Go door-to-door to any affected residences or businesses
- Use project signs at project entrances and/or message boards
- Limit disruption to the public via work shift sequencing
- Explore the best traffic control strategies

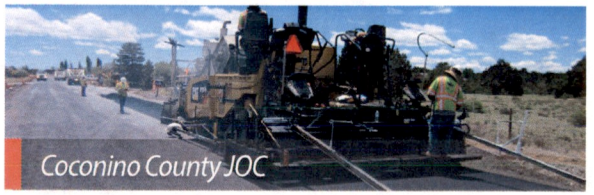
Subcontractor Selection Plan: Fann will consider the use of subcontractors for all specialty trade work, including analyzing subcontractor cost benefits on some of the work that we typically self-perform. By doing this, we will ensure that we provide the best combination of price, productivity, safety and quality possible for your JOC projects. We pre-qualify subcontractors based on their previous work performance, partnering participation, cost control, safety, and the overall quality of their work. **See FIGURE 2 below for Fann's Subcontractor Selection Process.** This plan is an integral step in the pre-construction services or proposal phase. It identifies the subcontractor list as well as the solicitation process that will be used to carry out the request for proposals.

FIGURE 2:
Subcontractor Selection Process



B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

B.3 Comparable Projects



Cosnino Road Pavement Preservation

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

Role of the Firm: JOC Contractor

Contract Value: $1.8M

Construction Dates: 04/2017 - 06/2017

Reference: JD Brice (928) 606-8998

Yavapai College Chino Valley Campus CDL Track Paving and Concrete

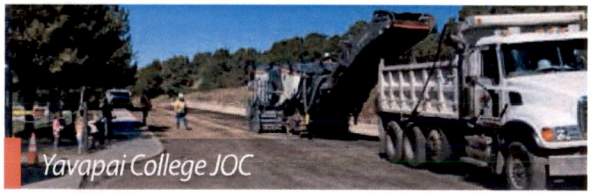
Description: Project consisted of subgrade preparation, ABC, AC, striping, concrete, erosion control, and seeding for Yavapai College's new CDL practice track location at the Chino Valley Campus.

Role of the Firm: JOC Contractor

Contract Value: $339,900

Construction Dates: 12/2022 - 02/2023

Reference: Scott Blevins, Facilities Manager (928) 717-7639



Yavapai College Prescott Campus Buildings 3 and 4 Loop Road

Description: Paving improvements on Loop Road included removals of concrete sidewalk, curb, PCCP, paving, broken valley gutter, sawcut concrete and asphalt, 3"-4" asphalt, subbase/subgrade material, pre-lower water valve, signs, wheel stops, and dispose of material. Improvements included curb/gutter, roll curb, concrete apron, concrete valley gutter, sidewalk, 4" AC on 8" ABC, 3" AC on 6" ABC, drainage channel with rip rap, striping, handicap signs/posts, and wheel stops.

Role of the Firm: JOC Contractor

Contract Value: $360,900

Construction Dates: 10/2022 - 12/2022

Reference: Scott Blevins, Facilities Manager (928) 717-7639

City of Prescott - Samaritan Way

Description: 4"AC/6" ABC/Geogrid and Fabric (Fabric installed between ABC and existing subgrade only). Removal items: asphalt, concrete and catch basin, excavation, lower/raise-manholes/water valves/sewer, monuments and utility locate. Improvements include geogrid/fabric, ABC, AC, concrete curb/gutter, catch basins, sidewalk, handicap ramps, valley gutters, and spandrels. If unsuitable material is encountered, 10" of over excavation/removal will be followed by geogrid/fabric placement, 8" ABC, a second layer of geogrid, another lift of 8" ABC with 1 lift of 4" AC.

Role of the Firm: JOC Contractor

Contract Value: $263,400

Construction Dates: 04/2018 - 05/2018

Reference: Jeff Low (928) 554-0825

3 CITY OF FLAGSTAFF JOC PROJECTS

9 COCONINO COUNTY JOC PROJECTS

6 YAVAPAI COLLEGE JOC PROJECTS

25 STATEWIDE JOC PROJECTS

Yavapai College Prescott
Cottonwood
Grand Canyon National Park
Tusayan
Camp Navajo

17x Recipient of the Arizona Partnering Excellence Awards in the last 10 years

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

B.3 Comparable Projects, cont.

Arizona Statewide JOC

City of Prescott - Rodeo Grounds Aquifer

Description: This project was located at the Prescott Rodeo Grounds. Scope of work included removal of approximately 100 SF of existing sidewalk/curb and gutter. Remove subgrade, grade/compact. Place 6" concrete driveway on 6" new compacted ABC per MAG specification. Sawcut AC pavement along new curb and gutter location. Install vertical curb and gutter (type A). Traffic control was limited to shoulder closures with minor lane restriction. Existing water line was potholed within construction area. Additional Scope: remove existing chain-link fence and 2 gates. Install new chain-link fence/posts and reinstall gates. Excavate, grade, compact area behind driveway, and install 6" ABC with 4" thick by 5' sidewalk.

Role of the Firm: JOC Contractor

Contract Value: $96,763

Construction Dates: 11/2021 - 12/2021

Reference: Matthew Kileen (928) 717-1130

PROJECTS CURRENTLY UNDER CONTRACT WITH GOVERNMENT AGENCIES	COMPLETION DATE	DESCRIPTION
ADOT I-17 ANTHEM WAY TI TO JCT. SR 69 (CORDES JUNCTION) FLEX LANES DBOM	10/2024	Roadway widening, bridge replacements, bridge deck replacement, bridge widenings, flex lane installation
ADOT CHINLE US 191	Winter shut down	Shouldering, widening, pipe extension, guardrails, and signage
ADOT I-17 COUNTY LINE - McCONNELL BRIDGE	Winter shut down	Pavement and bridge rehabilitation
ADOT WICKENBURG - KINGMAN HWY US 93 N OF NOTHING - S OF SR 97	06/2024	Pavement rehabilitation
CITY OF PRESCOTT SOLID WASTE HAUL	04/2023	Hauling solid waste
CITY OF PRESCOTT CMAR WATER PRODUCTION & PUMP STATIONS (JOINT VENTURE FE/FC) - GMP 2	07/2024	Replacement of water booster facility & intermediate pump station
CITY OF PRESCOTT CMAR WPF IPS CONCRETE TANKS - GENERAL EARTHWORK (JOIN VENTURE FE/FC) GMP 4	04/2023	Clearing, earthwork, tank over-ex & prep, two 6 MG prestressed concrete tanks & backfill
CITY OF PRESCOTT CMAR IPS CONSTRUCTION - GMP 5 & 6 (FANN ENVIRONMENTAL/FANN CONTRACTING JOINT VENTURE)	07/2024	Construction of intermediate pump station facility
CITY OF PRESCOTT PENN AVE/EASTWOOD DRIVE	08/2023	Roadway rehabilitation, underground utilities, storm drain and storm water detention basin
CITY OF PRESCOTT ZONE 56 1.5 MG TANK PIPELINE ZONE 7	10/2023	Install watermain, 1.5 MG tank, demo existing and construct new pump station
CITY OF PRESCOTT PRC TAXIWAY C RELOCATION HSM, PHASE 3	06/2023	Relocation of taxiway C, lighting, signate infrastructure and hot spot mitigation
CITY OF SEDONA FOREST ROAD	Return 2023	Roadway ex, rock ex, export, pipe install, concrete, retaining walls, paving, landscape
YAVAPAI COLLEGE JOC PARKING LOT	07/2023	Parking lot rehabilitation

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

B.4 Key Personnel, Roles, Qualifications and Experience

See **FIGURE 5** in the Appendix for team member JOC project experience.

Jason Fann
Pre-Construction Lead

20 Years with Fann
27 Years Industry Experience

B.S. Construction Management | ASU
Resident of: CITY OF PRESCOTT

During pre-construction, Jason will be active in defining the scope of work, design development, constructability reviews, VE, cost estimating, subcontractor selection, scheduling, and GMP development. Over his nearly three decades in the industry, Jason has successfully managed projects with various municipalities in Northern Arizona and is well versed in Alternative Project Delivery methods with extensive experience in CMAR projects.

Jason began as a laborer and has remained in Arizona his entire career. Working his way up in the industry, he has held leadership positions of Estimator, Project Manager, and President. Through his leadership, his team consistently achieves quality, cost and schedule benchmarks and successful delivery of projects throughout Arizona.

Derek Kack
Estimator/Project Manager

11 Years with Fann
16 Years Industry Experience

B.S. Construction Management | NAU
Resident of: CITY OF PRESCOTT

Over the past 11 years with Fann, Derek gained valuable experience in field positions, project engineer, project manager, and JOC estimator. Derek began his career in the field and has since worked his way up in heavy civil to an estimator. He has developed his skills in all aspects of civil and heavy construction. This hands-on experience allows Derek to manage projects from a well-rounded perspective. He brings a can-do enthusiastic approach to all aspects of his job responsibilities. Derek is well- versed in construction processes, scoping, estimating, and JOC task orders. Derek will benefit the City with his lessons-learned as project manager and estimator on 25 recent municipal construction job orders.

FIGURE 3: Availability and Work Location of Key Personnel

PERSONNEL	AVAILABLE	LOCATION
Jason Fann Pre-construction Lead	35%*	Prescott, AZ
Derek Kack Estimator/Project Manager	75%*	Prescott, AZ / Job site
Brian Fuller Estimator/Project Manager	75%*	Prescott, AZ / Job site
Gary Hickman Superintendent	100%**	Prescott, AZ / Job site
Brian Rainey Superintendent	100%**	Prescott, AZ / Job site
Greg Crain Superintendent	100%**	Prescott, AZ / Job site
Corey Shelley Superintendent	100%**	Prescott, AZ / Job site

** Fann took a realistic approach and considered the anticipated commitments of each team member*
*** Fann superintendents will be available onsite 100% during construction*

Brian Fuller
Estimator/Project Manager

4 Years with Fann
22 Years Industry Experience

B.S. Construction Management | NAU
Resident of: TOWN OF CHINO VALLEY, ARIZONA

Brian's open, collaborative mindset ensures on-time and under-budget project delivery. He is known for facilitating good communication on complex projects by establishing high team morale, running safe and efficient worksites, and producing quality, award winning projects.

Brian is a committed team leader with more than 22 years in construction supervision. Brian excels in producing accurate takeoffs, estimating, budgeting, contracting, forecasting/projecting, purchasing and invoicing. His experience includes QC/QA testing procedures, asphalt production/placement, structure rehabilitation, earthwork, underground, surveying, ADEQ permits on myDEQ site, dust permits and writing SWPPP Plans. Brian has administered projects ranging from 10k to 10M. He has an excellent rapport with the area's subcontractors and material suppliers.

B. EXPERIENCE AND QUALIFICATIONS OF FANN AND KEY PERSONNEL

See **FIGURE 5** in the Appendix for team member JOC project experience.

Gary Hickman
Superintendent

40 Years with Fann
44 Years Industry Experience
40 Years City of Prescott Experience
Resident of: CITY OF PRESCOTT

As Fann's most senior Project Superintendent, Gary specializes in public works construction. His skill sets are focused around excavation, wet and dry utilities, storm drain, mass excavation and grading, base and paving. Gary is a great project partner and is very conscientious in the field especially with residents and the general public. Gary takes quality to heart and is responsible for overseeing quality control inspections and workmanship on his jobs. His job safety program is effective and has been awarded Fann's annual safety award three times.

Brian Rainey
Superintendent

22 Years with Fann
35 Years Industry Experience
22 Years City of Prescott Experience
Resident of: CITY OF PRESCOTT

Brian is a tradesman in the construction industry specializing in public works construction for over 35 years. Brian's expertise is in underground utilities and street improvements. Through his vast hands-on experience in the field, his main responsibilities range from underground utility work, earthwork, to roadway base, and paving. He effectively manages field personnel, job quality, and overall safety. Brian is proficient in job costing, budgets, crew productivity, takeoffs and estimating support, and coordination of meetings.

Greg Crain
Superintendent

23 Years with Fann
27 Years Industry Experience
15 Years City of Prescott Experience
Resident of: PRESCOTT VALLEY

Greg has developed excellent skills over the last 27 years and is adept at operating heavy equipment. Greg has supervised projects ranging from residential subdivisions with underground utilities, to large building pads and parking lots, to paving roadways and highways. Greg effectively manages field personnel, job quality, and overall safety. Greg is proficient in job costing, budgets, production of work, takeoffs, estimating support, and coordination meetings.

Corey Shelley
Superintendent

13 Years with Fann
15 Years Industry Experience
27 Years City of Prescott Experience
Resident of: PRESCOTT VALLEY

Corey has spent 13 years working for Fann on various jobs throughout Arizona. Corey has more than 15 years' of experience as a highly skilled, safe and productive heavy equipment operator and well as an authority in the removal and replacement of water, sewer and storm drain pipe. After several years of operating different types of heavy equipment and acquiring excellent skills, Corey was promoted to management where he has worked for the last 7 years.

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE

C.1 Qualification to Perform Work in Prescott Area

For six decades, Fann has worked in Northern Arizona and Prescott. Specifically **Jason, Derek, Brian, and the JOC team bring many, many years of field experience in Prescott and are intimately familiar with its weather and geological conditions** that can impact construction activities, and seasonal considerations resulting in shortened construction windows. In both project manager and estimator roles, **Derek and Brian** have led many public works projects which include underground utilities, excavation, rock excavation and trenching, roadway base and paving, and extensive traffic

JOC Superintendent Responsibilities

Fann superintendents are responsible for supervising and executing JOC projects. Duties include scheduling work, tracking job costs, managing daily field operations, and coordinating with the owner's engineers. They are also responsible for on-site safety management, subcontractor coordination and the supervision of all construction work, ensuring it is completed to the City of Prescott's satisfaction.

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE

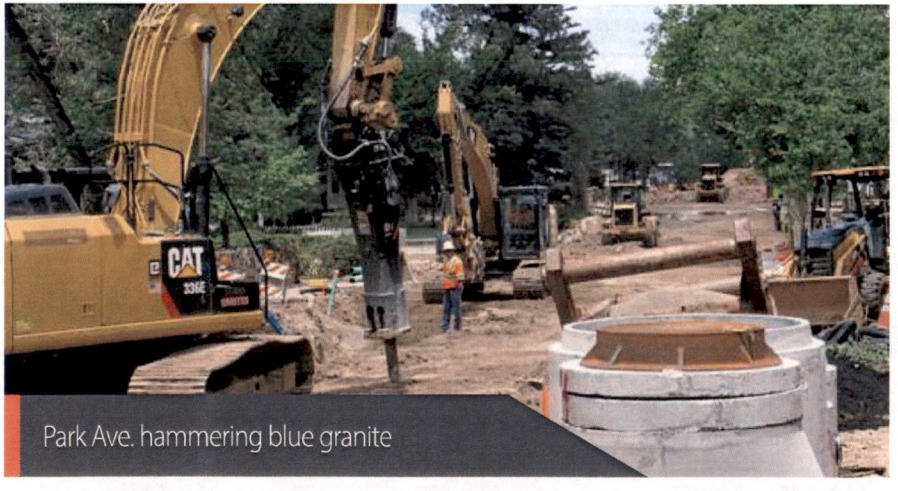
control. We understand the importance of maintaining access to businesses and residences, emergency vehicles, and the traveling public throughout construction. We plan ahead for these issues and take steps to minimize impacts and notify the impacted public as necessary.

Knowledge of local geology: Fann's primary office is located in Prescott, AZ and we consistently build projects in and around Prescott. Clay and rock are native to the area and our team of experts will work with City staff and any design teams to investigate subsurface conditions to identify possible rock or hard dig conditions. Our experience in blasting, hammering, bentonite, de-watering, bypassing, and other methods that deal with Prescott's geology is a testimate to our know-how when dealing with Prescott's conditions.

Climate practices: Fann is a four-season contractor that lives and works in cold climates and winter conditions. As a Northern Arizona-based contractor, our team fully understands adverse weather conditions that could reasonably be expected in the greater Prescott area. On Prescott JOC projects, we will identify critical milestones related to timely completion ahead of or around critical tasks, while taking into account anticipated seasonal conditions, such as monsoons in July and August, winter weather conditions and cold temperature climates. Work day, night, and time strategies are considered to maximize job efficiency while minimizing impact to the public and/or City facilities.

Rules, regulations, and procedures: Fann builds projects in and around Prescott and is intimately familiar with relevant and current City of Prescott, State, and Federal Regulations and procedures. For work specifically in the greater Prescott area we are very familiar with City of Prescott Technical Specifications, Quad City Standard Details, M.A.G., ADOT, A.D.E.Q, E.P.A., Forest Service, and other regulatory agency requirements common to the area. We also have full-time environmental and safety compliance staff that deals strictly with state and federal regulatory compliance.

Sundog Trunk Main working in winter weather conditions



Park Ave. hammering blue granite

Mt. Vernon Street rock conditions

C. VALUE ADDED KNOWLEDGE AND EXPERIENCE

C.2 Experience in Arizona

- 236 Arizona Projects in the last 10 years
- Arizona Contractor
- Works in all four corners of Arizona
- Active Statewide JOC Contract
- Active Coconino County JOC Contract
- Active City of Flagstaff Landfill JOC Contract
- Active City of Flagstaff Airport JOC Contract
- Active Yavapai College JOC Contract
- Active City of Prescott JOC Services for Citywide Construction

Specific Project Experience in Arizona:

1

YAVAPAI COUNTY BEASLEY FLAT LOW WATER CROSSING | Cottonwood, AZ

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

Project Owner: Yavapai County

Statewide JOC Contract
Contract Value: $237,805

2

ADOT GRAND CANYON AIRPORT FAA RUNWAY REPAIRS | Grand Canyon National Park Airport

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

Project Owner: ADOT

Statewide JOC Contract
Contract Value: $605,275

3

PINEWOOD BLVD PAVEMENT PRESERVATION | Flagstaff, AZ

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

Project Owner: Coconino County Public Works Department

Coconino County JOC Contract
Contract Amount: $1,539,000

C.3 Experience in the City of Prescott

- 63 Years of Successful City of Prescott Projects
- 57 Projects with City of Prescott in the last 10 years
- Home Office Located in City of Prescott
- 9 Successful JOC projects for City of Prescott
- Team members live in Prescott

Specific Project Experience in the City of Prescott:

1

SENATOR HIGHWAY SLOPE PROTECTION | Prescott, AZ

Description: This $29K JOC project was completed in two months over two phases. Slope and drainage channel on east side of Senator Highway.

Project Owner: City of Prescott

Statewide JOC Contract
Contract Value: $29,000

2

RODEO GROUNDS DRIVEWAY IMPROVEMENTS | Prescott, AZ

Description: This $15K JOC project was completed in February 2018 and was located at the Prescott Rodeo Grounds.

Project Owner: City of Prescott

Statewide JOC Contract
Contract Value: $15,612

3

GRANITE DELLS EFFLUENT EMERGENCY REPAIR | Prescott, AZ

Description: Similar to JOC, Fann has an on-call supply operated equipment contract with the City. When the City experienced a major break in their effluent line that shut down SR89A in the Dells, they contacted Fann. We mobilized that same day and got right to work. We worked shoulder-to-shoulder with the City to isolate the line, set-up traffic control and barrier protection, demo the asphalt, and rock hammer the excavation area to make the repair. Traffic was able to get through within hours. Once the repair was complete, Fann slurry backfilled the area and paved back the asphalt to close-up the road.

Project Owner: City of Prescott

On-Call Supply Operated Equipment Contract
Contract Value: $62,590

APPENDIX

FIGURE 5: JOC Project Experience and Team Synergy

Job Order	Location	Proposed JOC Team						
		Jason Fann	Derek Kack	Brian Fuller	Gary Hickman	Greg Crain	Brian Rainey	Corey Shelley
Coconino County JOC Program								
Oak Creek Slide Fire Emergency Protection	Oak Creek, AZ	•	•					
Crushing Budgetary Design Services	Flagstaff, AZ	•						
Snow Clearing	Flagstaff, AZ	•						
Cattle Guard Replacement Double A Ranch Rd	Flagstaff, AZ	•				•		
Munds Wash Bridge Repair (Pre-Con service only)	Flagstaff, AZ	•						
Pinewood Blvd	Flagstaff, AZ	•	•				•	
Sheephill Crushing	Flagstaff, AZ	•					•	
Cosnino Rd	Flagstaff, AZ	•	•			•		
Park Knoll Pit	Flagstaff, AZ	•				•		
Arizona Statewide JOC Program								
City of Prescott (COP) Washington School Driveway	Prescott, AZ	•	•		•			
COP Rodeo Drive	Prescott, AZ	•	•					
COP Willis Street	Prescott, AZ	•	•			•		
COP Samaritan Way	Prescott, AZ	•	•			•		
COP Senator Highway Slope Protection	Prescott, AZ	•			•			
COP Alarcon Street	Prescott, AZ	•						
COP Yavapai Hills Drainage Structures Design	Prescott, AZ	•	•					
COP Yavapai Hills Hornet Drive	Prescott, AZ	•	•					
PUSD Mile High Middle School	Prescott, AZ	•	•					•
PUSD Taylor Hicks Elementary School	Prescott, AZ	•	•					•
PUSD Granite Mountain Middle School	Prescott, AZ	•	•					•
PUSD Abia Judd Elementary School	Prescott, AZ	•	•					•
PUSD Prescott High School	Prescott, AZ	•	•					
COC Cottonwood Main Street	Cottonwood, AZ	•						
Yavapai College Asphalt Repairs	Prescott, AZ	•	•					
YC - Beasley Flats Low Water Crossing	Camp Verde, AZ	•	•					
GC Airport - Paving at Residential Streets	Grand Canyon, AZ	•	•					
GC Airport - Perimeter Rd Milling Replacement	Grand Canyon, AZ	•	•					
GC Airport - Paving at Eq. Services Building	Grand Canyon, AZ	•	•					
GC Airport Runway Painting	Grand Canyon, AZ	•	•					•
GC Airport FAA Runway Repairs	Grand Canyon, AZ	•	•					•
GC Airport Drainage Cleaning Design & Const.	Grand Canyon, AZ	•	•					•
ADVS Camp Navajo Asphalt Repairs	Grand Canyon, AZ	•	•					•
Town of Tusayan - Town Hall Milling Placement	Tusayan, AZ	•	•					
Town of Prescott Valley - Manhole Rehab	Prescott Valley, AZ	•	•	•				
Yavapai College (YC) JOC Program								
YC Prescott Campus Deforestation	Prescott, AZ	•	•					
COP Rodeo Grounds Aquifer Recharge	Prescott, AZ	•	•				•	
YC Prescott Campus Building 3 and 4 Loop Road	Prescott, AZ	•		•				
YC Prescott Valley Campus Entrance Road	Prescott Valley, AZ	•		•				
YC Chino Valley Campus CDL Track	Chino Valley, AZ	•		•				
YC Prescott Campus Parking Lot L Repave	Prescott, AZ	•		•				
City of Flagstaff (COF) JOC Program								
COF Landfill - Phase 1 Site Investigation	Flagstaff, AZ	•						
COF Landfill - Phase 2 Site Investigation	Flagstaff, AZ	•						
COF Landfill Cinder Lake, Crushing Inert Debris	Flagstaff, AZ	•						

FANN
CONTRACTING

6725 Generation Lane
Prescott, AZ 86301

PO Box 4356
Prescott, AZ 86302

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/19/2023

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 have ADDITIONAL INSURED provisions or 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
Willis Towers Watson Insurance Services West, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Phoenix Insurance Company	25623
INSURER B :	Travelers Indemnity Company of CT	25682
INSURER C :	Travelers Property Casualty Company of Ame	25674
INSURER D :	Travelers Indemnity Company of America	25666
INSURER E :	St Paul Surplus Lines Insurance Company	30481
INSURER F :		

INSURED
Fann Contracting, Inc.
6725 Generation Ln
Prescott, AZ 86301

COVERAGES **CERTIFICATE NUMBER:** W29344161 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	DT-CO-7W530595-PHX-23	06/01/2023	06/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	810-7W530595-23-26-G	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-8W414858-23-26	06/01/2023	06/01/2024	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-7W526742-23-26-G	06/01/2023	06/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Pollution Liability Professional Liability Retro Date: 8/22/2008			ZCE-91N61698	06/01/2023	06/01/2024	Each Occurrence Each Claim	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Public Works Horizontal Construction; Contract #2023-210

If required by written contract, the General Liability policy includes an Additional Insured and Waiver of Subrogation endorsement in favor of Certificate Holder. The General Liability policy shall be Primary to any other insurance in force for or which may be purchased by the Additional Insured.
SEE ATTACHED

CERTIFICATE HOLDER

City of Prescott
201 N. Montezuma St.
Prescott, AZ 86301

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

Doug Gross

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SR ID: 24296231 BATCH: 3018981

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		Fann Contracting, Inc. 6725 Generation Ln Prescott, AZ 86301
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

If required by written contract, the Auto Liability policy includes an Additional Insured and Waiver of Subrogation endorsement in favor of Certificate Holder. The Auto Liability policy shall be Primary to any other insurance in force for or which may be purchased by the Additional Insured.

Waiver of Subrogation applies in favor of the certificate holder with respects to Workers Compensation if required by written contract, as permitted by law.

Umbrella Follows Form of Underlying Coverage.

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 25674
POLICY NUMBER: QT-630-5P456801-TIL-23 EFF DATE: 06/01/2023 EXP DATE: 06/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Leased/Rented Equipment		$100,000,000 See Below

ADDITIONAL REMARKS:
Contractors Leased/Rented Equipment To Others
Limit for any one item of equipment: $100,000
Deductible $2,500

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 25674
POLICY NUMBER: QT-630-5P456801-TIL-23 EFF DATE: 06/01/2023 EXP DATE: 06/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Installation Floater	Each Job Site	$3,000,000
	Each Temp. Storage	$500,000
	In Transit	$500,000

ADDITIONAL REMARKS:
Each Off Site Fabrication Location: $3,000,000
At all Covered Locations Combined: $6,500,000 Limit
Deductible $2,500

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-7W526742-23-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

Policy Number: 810-7W53095-23-26-G **Effective Date:** 06-01-23

Expiration Date: 06-01-24

Named Insured: FANN CONTRACTING, INC.
AND AS PER IL T8 00

Address: PO BOX 4356
PRESCOTT AZ 86302

Additional Insured (Lessor): SEE SCHEDULE

Address:

Designation Or Description Of "Leased Autos":

ANY AUTO LEASED FOR A PERIOD OF SIX MONTHS OR MORE UNDER A LEASING CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

Coverages	Limit Of Insurance
Covered Autos Liability	$ 2,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

Schedule Extension

Additional Insured (Lessor):
ANY LESSOR UNDER A LEASING CONTRACT OR AGREEMENT OF SIX MONTHS OR MORE THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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CITY OF PRESCOTT
OFFICE OF THE CITY ATTORNEY
CIVIL DIVISION
201 N. Montezuma Street, Suite 332
Prescott, Arizona 86301

Tele: (928) 777-1209
Fax: (928) 777-1325

August 3, 2023

RCS Preliminary Lien Service Inc
4235 N 7th Ave.
Phoenix AZ 85013

RE: City of Prescott - HVAC Equipment / Supplies (Job# HAL-22204) Arizona 69/ N of Hwy 69
Bid Amount: $23,000.00
Name of Contractor: Fann Contracting, Inc.

Dear Sir or Madam:

This is to acknowledge receipt of your preliminary notice dated July 25, 2023, regarding work or material supplied by Thermair Systems to Profab Custom Sheet Metal on the above project.

As you may know, this is a municipal project, and as such is not subject to lien. A copy of your preliminary notice, however, is being forwarded to the surety who issued the Labor and Material Payment Bond for this project, Liberty Mutual Insurance Company.

Sincerely,

Julie McGirk

Julie McGirk, ARM
Legal Assistant

cc: Public Works Director
City Clerk
Liberty Mutual

RCS PRELIMINARY LIEN SERVICE, INC.	**Arizona Preliminary Twenty Day Notice** **In accordance with ARIZONA STATUTE(S) A.R.S. § 33-992.01, et seq., this is not a lien. This is not a reflection on the integrity of any contractor or subcontractor.**
NOTICE NUMBER: 230721-13046	THIS NOTICE IS BEING SERVED TO MEET THE REQUIREMENTS OF THE LITTLE MILLER ACT AND RELATED PUBLIC WORKS STATUTES

The name and address of the person or firm who contracted for the purchase of such labor, materials, machinery, fixtures, tools, or professional services:
PROFAB CUSTOM SHEET METAL 2997 CENTERPOINTE E DR PRESCOTT AZ 86301

SUB-CONTRACTOR PROFAB CUSTOM SHEET METAL 2997 CENTERPOINTE E DR PRESCOTT AZ 86301 PO# COP ZONE 7	OWNER OF RECORD / OWNER ON TITLE CITY OF PRESCOTT 201 S CORTEZ ST PRESCOTT AZ 86303	GENERAL CONTRACTOR FANN CONTRACTING, INC. PO BOX 4356 PRESCOTT AZ 86302	OWNER / REPUTED OWNER CITY OF PRESCOTT WATERWORKS 1481 SUNDOG RANCH RD PRESCOTT AZ 86301
REPUTED OWNER CITY OF PRESCOTT 430 N VIRGINIA ST PRESCOTT AZ 86301	SURETY / BOND COMPANY LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY ST BOSTON MA 02116 BOND# 609205432	SURETY / BOND COMPANY LIBERTY MUTUAL INSURANCE COMPANY C/O INSURICA SOUTHWEST INSURANCE SERVICES, LLC 4686 E VAN BUREN ST STE 310 PHOENIX AZ 85008 BOND# 609205432	

Claimant: THERMAIR SYSTEMS | 2521 W BIRCHWOOD AVE | MESA AZ 85202

YOU ARE HEREBY NOTIFIED THAT we have furnished labor, materials, machinery, fixtures, tools or professional services of the following general description:

HVAC Equipment / Supplies (JOB# HAL-22204)

in the construction, alteration or repair of the building, structure or improvement located at

ARIZONA 69 / N OF HWY 69

and situated upon that certain lot(s) parcel(s) of land in **PRESCOTT**, **Yavapai County**, in the state of **Arizona** , legally described as and/or commonly referred to as:

CITY OF PRESCOTT

An estimate of the total price of the labor, materials, machinery, fixtures, tools, or professional services furnished or to be furnished is:

$23,000.00 TOTAL

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

Requiring your contractor to furnish a conditional waiver and release pursuant to state statutes signed by the person or firm giving you this notice before you make payment to your contractor.
Requiring your contractor to furnish an unconditional waiver and release pursuant to state statutes signed by the person or firm giving you this notice after you make payment to your contractor.
Using any other method or device that is appropriate under the circumstances.

WITHIN TEN DAYS OF RECEIPT OF THIS NOTICE THE OWNER OR OTHER INTERESTED PARTY IS REQUIRED TO FURNISH ALL INFORMATION NECESSARY TO CORRECT ANY INACCURACIES IN THE NOTICE OR LOSE AS A DEFENSE ANY INACCURACY OF THAT INFORMATION.

WITHIN TEN DAYS OF THE RECEIPT OF THIS NOTICE, IF ANY PAYMENT BOND HAS BEEN RECORDED, THE OWNER MUST PROVIDE A COPY OF THE PAYMENT BOND INCLUDING THE NAME AND ADDRESS OF THE SURETY COMPANY AND BONDING AGENT PROVIDING THE PAYMENT BOND TO THE PERSON WHO HAS GIVEN THE NOTICE. IN THE EVENT THAT THE OWNER OR OTHER INTERESTED PARTY FAILS TO PROVIDE THE BOND INFORMATION WITHIN THAT TEN DAY PERIOD, THE CLAIMANT SHALL RETAIN LIEN RIGHTS TO THE EXTENT PRECLUDED OR PREJUDICED FROM ASSERTING A CLAIM AGAINST THE BOND AS A RESULT OF NOT TIMELY RECEIVING THE BOND INFORMATION.

Claimant: THERMAIR SYSTEMS Date: Tuesday July 25th, 2023

RCS PRELIMINARY LIEN SERVICE, INC.

RCS PRELIMINARY LIEN SERVICE, INC
4235 N 7TH AVE., PHOENIX, AZ 85013
P: (602) 279-7990
F: (602) 279-3789
PRELIMS@RCSLIENS.COM

BY: _____
H. LEE GOLDBLATT, LIMITED AGENT

RECEIVED
JUL 31 2023
BY: _____

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RCS PRELIMINARY LIEN SERVICES, INC
4235 NORTH 7TH AVENUE
PHOENIX AZ 85013

US POSTAGE AND FEES PAID
2023-07-25
85013
C4221193
Retail $0.63
1.0 OZ LTR

easypost
easypost.com/signup

0901000008041

CITY OF PRESCOTT
430 N VIRGINIA ST
PRESCOTT AZ 86301-2636

Ref# 230721-13046-191D
Questions? Visit
www.rcsliens.com
SCM

PLEASE DATE, COMPLETE, AND MAIL, EMAIL, OR FAX THE BELOW ACKNOWLEDGMENT OF RECEIPT

Acknowledgment of Receipt

Proof that this Notice was given in accordance with appropriate state statutes shall be made as follows:

This acknowledges receipt of a copy of this Notice 230721-13046 on _____ / _____ / 20_____ for

Your company name	Your company address
Signature of person acknowledging receipt	Title of person acknowledging receipt

If a person to whom the notice is served fails to complete the acknowledgment or fails to complete and return the acknowledgment within thirty days from the date of mailing, proof of mailing may be made by affidavit of the person making the mailing, showing the time, place and manner of mailing and facts showing that such service was made in accordance with appropriate state statutes. The affidavit shall show the name and address of the person to whom a copy Notice was mailed, and, if appropriate, the title or capacity in which he was given the notice. If mailing was made by first class mail sent with a certificate of mailing, the certificate of mailing shall be attached to the affidavit. If the mailing was by certified or registered mail, the receipt of certification or registration shall be attached to the affidavit.

Thank you!

PrelienPro Technologies, LLC All Rights Reserved © 2023

RCS PRELIMINARY LIEN SERVICE, INC.	**Arizona Preliminary Twenty Day Notice** **In accordance with ARIZONA STATUTE(S) A.R.S. § 33-992.01, et seq., this is not a lien. This is not a reflection on the integrity of any contractor or subcontractor.**
NOTICE NUMBER: 230721-13046	THIS NOTICE IS BEING SERVED TO MEET THE REQUIREMENTS OF THE LITTLE MILLER ACT AND RELATED PUBLIC WORKS STATUTES

The name and address of the person or firm who contracted for the purchase of such labor, materials, machinery, fixtures, tools, or professional services:
PROFAB CUSTOM SHEET METAL 2997 CENTERPOINTE E DR PRESCOTT AZ 86301

SUB-CONTRACTOR PROFAB CUSTOM SHEET METAL 2997 CENTERPOINTE E DR PRESCOTT AZ 86301 PO# COP ZONE 7	OWNER OF RECORD / OWNER ON TITLE CITY OF PRESCOTT 201 S CORTEZ ST PRESCOTT AZ 86303	GENERAL CONTRACTOR FANN CONTRACTING, INC. PO BOX 4356 PRESCOTT AZ 86302	OWNER / REPUTED OWNER CITY OF PRESCOTT WATERWORKS 1481 SUNDOG RANCH RD PRESCOTT AZ 86301
REPUTED OWNER CITY OF PRESCOTT 430 N VIRGINIA ST PRESCOTT AZ 86301	SURETY / BOND COMPANY LIBERTY MUTUAL INSURANCE COMPANY 175 BERKELEY ST BOSTON MA 02116 BOND# 609205432	SURETY / BOND COMPANY LIBERTY MUTUAL INSURANCE COMPANY C/O INSURICA SOUTHWEST INSURANCE SERVICES, LLC 4686 E VAN BUREN ST STE 310 PHOENIX AZ 85008 BOND# 609205432	

Claimant: THERMAIR SYSTEMS | 2521 W BIRCHWOOD AVE | MESA AZ 85202

YOU ARE HEREBY NOTIFIED THAT we have furnished labor, materials, machinery, fixtures, tools or professional services of the following general description:

HVAC Equipment / Supplies (JOB# HAL-22204)

in the construction, alteration or repair of the building, structure or improvement located at

ARIZONA 69 / N OF HWY 69

and situated upon that certain lot(s) parcel(s) of land in **PRESCOTT**, **Yavapai County**, in the state of **Arizona** , legally described as and/or commonly referred to as:

CITY OF PRESCOTT

An estimate of the total price of the labor, materials, machinery, fixtures, tools, or professional services furnished or to be furnished is:

$23,000.00 TOTAL

NOTICE TO PROPERTY OWNER

If bills are not paid in full for the labor, professional services, materials, machinery, fixtures or tools furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being improved may be placed against the property. You may wish to protect yourself against this consequence by either:

Requiring your contractor to furnish a conditional waiver and release pursuant to state statutes signed by the person or firm giving you this notice before you make payment to your contractor.
Requiring your contractor to furnish an unconditional waiver and release pursuant to state statutes signed by the person or firm giving you this notice after you make payment to your contractor.
Using any other method or device that is appropriate under the circumstances.

WITHIN TEN DAYS OF RECEIPT OF THIS NOTICE THE OWNER OR OTHER INTERESTED PARTY IS REQUIRED TO FURNISH ALL INFORMATION NECESSARY TO CORRECT ANY INACCURACIES IN THE NOTICE OR LOSE AS A DEFENSE ANY INACCURACY OF THAT INFORMATION.

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Claimant: THERMAIR SYSTEMS Date: Tuesday July 25th, 2023

RCS PRELIMINARY LIEN SERVICE, INC.

RCS PRELIMINARY LIEN SERVICE, INC
4235 N 7TH AVE., PHOENIX, AZ 85013
P: (602) 279-7990
F: (602) 279-3789
PRELIMS@RCSLIENS.COM

BY: _____
H. LEE GOLDBLATT, LIMITED AGENT

RECEIVED
JUL 31 2023
BY: _____

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RCS PRELIMINARY LIEN SERVICES, INC
4235 NORTH 7TH AVENUE
PHOENIX AZ 85013

US POSTAGE AND FEES PAID
2023-07-25
85013
C4221193
Retail $0.63
1.0 OZ LTR

easypost
easypost.com/signup

0901000008055

CITY OF PRESCOTT
201 S CORTEZ ST
PRESCOTT AZ 86303-3989

Ref# 230721-13046-A95B
Questions? Visit
www.rcsliens.com
SCM

PLEASE DATE, COMPLETE, AND MAIL, EMAIL, OR FAX THE BELOW ACKNOWLEDGMENT OF RECEIPT

Acknowledgment of Receipt

Proof that this Notice was given in accordance with appropriate state statutes shall be made as follows:

This acknowledges receipt of a copy of this Notice 230721-13046 on _____ / _____ / 20_____ for

Your company name	Your company address
Signature of person acknowledging receipt	Title of person acknowledging receipt

If a person to whom the notice is served fails to complete the acknowledgment or fails to complete and return the acknowledgment within thirty days from the date of mailing, proof of mailing may be made by affidavit of the person making the mailing, showing the time, place and manner of mailing and facts showing that such service was made in accordance with appropriate state statutes. The affidavit shall show the name and address of the person to whom a copy Notice was mailed, and, if appropriate, the title or capacity in which he was given the notice. If mailing was made by first class mail sent with a certificate of mailing, the certificate of mailing shall be attached to the affidavit. If the mailing was by certified or registered mail, the receipt of certification or registration shall be attached to the affidavit.

Thank you!

PrelienPro Technologies, LLC All Rights Reserved © 2023

CONTRACT TRACKING SHEET

CONTRACT NO: 2023-210A2

CITY OF PRESCOTT
Everybody's Hometown

For Contract Review:

1st Step – City Clerks Office will assign a Contract Number. If Council Action is required, get the Contract Number FIRST and include in Council Agenda Memo.

2nd Step – City Clerks Office will route Contract and applicable documents through Legal Dept.

***Certificate of Liability Insurance MUST be attached. Please include the expiration date.

Process Note: The Legal Department MUST review all IGAs, Easements, Lease/Property Acquisitions, and Development Agreements, as well as all Contracts. All must be reviewed and signed off by the Legal Department prior to any action taken.

Please fill out this form completely or it will be returned to you prior to review, approval or scanning into Laserfiche. If a response is not applicable, please use "N/A" – Do Not Leave Any Blanks.

Document Type: (Please Check One)

- ○ Contract
- ○ Other (Please Specify): _____
- ○ Change Order / Modification (How many changes are connected to this contract? ____)
  - ***Original Contract No.** _____ **for this Change Order**
- ◉ Amendment (How many amendments are connected to this contract? 2)
  - ***Original Contract No.** 2023-210 **for this Amendment**

- ☐ **IGA**
- ☐ **Lease / Property Acquisition**
- ☐ **Easement**
- ☐ **Grants**
- ☐ **General Services**
- ☐ **Professional Services**
- ☑ **Construction Services**
- ☐ **Field and Facilities Purchase**
- ☐ **License Agreement**
- ☐ **Development Agreement**
- ☐ **Reimbursement Agreement**
- ☐ **Water Service Agreement**
- ☐ **MOU**
- ☐ **Cooperative Purchase Agreement**

Comments/Notes: Email a color copy back to LaTona and Roxanne latona.jones@prescott-az.gov; roxanne.eikenberry@prescott-az.gov

IDENTIFY INFORMATION: (Please fill in each field)

Requesting Dept., Contact Name, Ext.
Public Works, LaTona Jones, 5013
Public Works, Roxanne Eikenberry 5021

Contractor or Vendor Name, Address, Tel. No.:
Fann Contracting, Inc.
6725 Generation Lane / PO Box 4356
Prescott AZ 86302
Jfann@fanncontracting.com
estimating@fanncontracting.com

Project Name:
On-Call Job Order Contracting for Public Works Horizontal Construction Projects

Ord/Res No: _____ (if applicable)

Brief Summary of the Services to be provided:
White Spar Trailhead Construction

Terms:
Start Date: 6/15/23 Exp. Date: 6/30/25

Contract Amount: $ 574,038.00

Does Contract require Council Approval? ◉ Yes ○ No

Scheduled Council Date: 2/13/24

Does document need to be recorded? ○ Yes ◉ No

Insurance & Bonds

None Required ☐

Insurance Certificate:	☑ Attached	Initial	LSJ	Date: 6/20/23	Exp. Date: 11/1/24
Bid Bond:	☐ Attached	Initial		Date:	
Performance Bond:	☑ Attached	Initial	LSJ	Date: 2/23/24	
Payment Bond:	☑ Attached	Initial	LSJ	Date: 2/23/24	

City Clerks Office Use: Retention Date: ____/____/____ Council Approved on: ____/____/____

CITY OF PRESCOTT
ARIZONA

Contract Amendment No. Two (2)

Job Order Contracting for Public Works / Horizontal Construction Projects

White Spar Trailhead Construction

Fann Contracting, Inc.

Contract No: 2023-210

GL Code: 2504240-8930-24616

U.S. Forest Service Agreement Number: 24-PA-11030900-020

February 13, 2024

Purpose of Amendment:

To Award five hundred seventy four thousand, thirty-eight dollars and no cents ($574,038.00) for the White Spar Trailhead Construction project per the terms, conditions and amount quoted in the project specifications and quote attached.

The Contractor acknowledges that this project is being partially funded by a Grant from the USDA, Forest Service. Davis Bacon Wages for Construction, will be under Heavy Construction rates General Decision Number AZ20240020 Dated

Find attached the signed USDA, Forest Service agreement with the requirements and Davis Bacon General Decision Number AZ20240020 dated 01/05/2024.

Summary of Contract:

	Description	*Amount of Amendment*	*Total amount Remaining for Fiscal year.*
FY2024	Total Contract Available for FY2024		$ 3,000,000.00
	Amendment 1: PUSD Affordable Housing Project	$ 448,836.00	
	Amendment 2: White Spar Trailhead Construction	**$ 574,038.00**	
	Total Amount Remaining for other Projects in Fiscal Year 2024		$ 1,977,126.00

This contract amendment is only for the amount per the quote attached.

All other terms of the original JOC contract remain the same.

SCOPE OF WORK :

The intent of the Plans and Specifications is to prescribe a complete work for the described project which the Contractor shall perform in a manner acceptable to the City Public Works Director and in full compliance with the terms of the Contract.

Unless otherwise specified in the Project Special Provisions (attached), the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a satisfactory and workmanlike manner within the specified time.

All standard specifications and details referenced, unless otherwise noted, shall conform to all the City of Prescott Standard Specifications and Detail Drawings, most current revisions, and to the most current editions of the Uniform Standard Specifications and Details for Public Works Construction by the Maricopa Association of Governments (MAG Specifications and Details), including revisions thereto.

PROJECT SCHEDULE:

The Contractor shall fully complete all work under this Contract within ninety (90) calendar days beginning with the calendar day as noted in the Notice to Proceed. The Contractor shall at all times during the continuance of the Contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

LIQUIDATED DAMAGES:

All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of $570.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of $570.00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

BONDS:

A. On or before the execution of the Job Order Amendment, the Contractor shall obtain in an amount equal to the full contract price a performance bond pursuant to A.R.S. § 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. 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 A.R.S. § 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 A.R.S. § 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.

ITEMS ATTACHED:

Final Payment Acknowledgement
Contractor's Affidavit
Project Specifications
Cost Proposal
USDA. Forest Service Agreement
General Decision Number: AZ20240020 Dated 1/5/2024

Amendment 2 Expiration Date: August 30, 2024
Contract Expiration Date: June 30, 2025

Accepted by: _____ 2-20-24
Fann Contracting, Inc. Date

Approved by: _____ 2-27-24
Philip R. Goode, Mayor Date

Attest: _____ 2/29/24
Sarah M. Siep, City Clerk Date

Approved as to Form: _____ 2/29/2024
Joseph D. Young, City Attorney Date

Copy to: City Clerk
Purchasing
Recreation Services

CITY OF PRESCOTT
ARIZONA

FINAL PAYMENT ACKNOWLEDGEMENT

To the City of Prescott, Arizona:
Fann Contracting, Inc.
6725 Generation Lane
Prescott AZ 86301
jfann@fanncontracting.com
estimating@fanncontracting.com

Fann Contracting, Inc., has submitted the final pay application for the White Spar Trailhead Construction project contract number 2023-210A2 in the consideration of:

$ _____,
(Total Final Project Amount)

as full and complete payment under the terms of the Contract. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott, as stated in the warranty letter to be provided.

The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project within the next 90 days.

Signed and dated this _____ day of _____, 20____.

_____
(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20____.

_____ _____
Notary Public Commission Expires

CITY OF PRESCOTT
ARIZONA

CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS AND CERTIFICATION OF COMPLETION OF WARRANTIES

Project: White Spar Trailhead Construction
Contract Number: 2023-210A2

To the City of Prescott, Arizona:

1. This affidavit is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.
2. The Undersigned, for the consideration of $ _____
(Total project price)
as set out in the final pay application, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described project. The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed and dated this _____ day of _____, 20___.

_____
(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____, 20___.

_____ _____
Notary Public Commission Expires

White Spar Trailhead Construction

Fann Contracting, Inc.

P.O. Box 4356
Prescott, AZ 86302
Contact: **Derek Kack**
Phone: **928-830-2191**
Email: **derek@fanncontracting.com**

Quote To: Joe Baynes

Email: joe.baynes@prescott-az.gov

Job Name: White Spar Trailhead Construction
Date of Plans: 7/25/2023
Date of Specs: June 2023

Proposal Date: 1/4/24 Alternate Pricing

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
10	Construction Survey and Staking	1.00	LS	32,000.00	32,000.00
20	Mobilization	1.00	LS	75,000.00	75,000.00
30	Loose RipRap Rock, Rock Mulch	414.00	CY	158.00	65,412.00
40	3 Panel Bulletin Board w/ Accessible Area Includ A	1.00	EA	31,000.00	31,000.00
50	Signs - Regulatory & Directional (Aluminum)	9.00	EA	1,400.00	12,600.00
60	Pipeline 1" PEX Alt	704.00	LF	88.00	61,952.00
70	1" Poly Curb Valve & Box	3.00	EA	1,900.00	5,700.00
80	1" Drain Outlet	2.00	EA	1,900.00	3,800.00
90	Hydrant with Concrete Pad	1.00	EA	19,000.00	19,000.00
100	Clearing & Grubbing	1.00	LS	24,000.00	24,000.00
110	Project Site Preparation & Grading	1.00	LS	104,000.00	104,000.00
130	Crushed ABC Supplied by City - Sundog (6" Lift)	725.00	CY	65.00	47,125.00
140	Crushed Agg Surface Cource for Park & Road - Gradi	82.00	CY	172.00	14,104.00
150	Barrier Rocks Furnish & Place	49.00	EA	155.00	7,595.00
160	Precast Concrete Curb 6 Ft	25.00	EA	165.00	4,125.00
170	Pvmt Mark 4" White (Reflect Paint)(Parking Lot)	600.00	LF	3.50	2,100.00
180	Pvmt Mark, Traffic Direction Arrows, White, Reflec	9.00	EA	90.00	810.00
190	Pvmt Mark Accessible Parking Area	1.00	EA	90.00	90.00
200	Road Closure Gate Install/Salvage Gate	1.00	EA	3,000.00	3,000.00
210	Furnish,Install New Culvert 12" DIA, 2-2/3" x 1/2"	75.00	LF	175.00	13,125.00
500	ADDITIVE ITEM: Minor Site ID Sign (HDPE)	1.00	EA	2,400.00	2,400.00
510	ADDITIVE ITEM: Single Unit Picnic Pads	2.00	EA	4,000.00	8,000.00
540	ADDITIVE ITEM: Road Closed Gate,Dbl Arm, Furn/Inst	1.00	EA	20,000.00	20,000.00
550	ADDITIVE ITEM: Seeding	7,600.00	SF	0.40	3,040.00
560	ADDITIVE ITEM: Erosion Control Mats, Coconut Fiber	7,600.00	SF	1.85	14,060.00
GRAND TOTAL					**$574,038.00**

NOTES:

CLARIFICATIONS:

It is the intent to complete all work for a spring opening, weather permitting. If weather/snow impacts the project completion an updated, mutually agreed upon schedule will be determined by Owner and Contractor. The forest service is to cut down all trees in clear/grub area and remove all wood/slash from site. Fann Contracting will remove/dispose tree stump offsite. Pricing for precast restroom includes split block face and ribbed matal roof per page 74 of the specifications, not the barnwood per page 67. All excavation material is to remain on-site or adjacent to site.

ADD ALTERNATE ITEMS:

1)Purchase Single Precast Station 1 Each @ $64,000.00
2)Install Station and Apron 1 Lump Sum @ $15,800.00

Alternate pricing is based on quotes provided 12/6/23. Pricing increase/decrease by supplier/subcontractor will be reflected in updated pricing if needed.

EXCLUSIONS:

Engineering, inspection, design, unsuitable material removal/disposal/replace with suitable material, geogrid/soil stabilization, import dirt, rock excavation/blasting, remove/relocate existing utilities, utility conflicts, private utility locate, snow removal, road maintenance to campground, tree/slash removal/disposal, de-watering of any kind, permit fees, irrigation, landscaping, and items not listed in the scope summary provided or as clarified above.

FS Agreement No. 24-PA-11030900-020

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT
Between The
CITY OF PRESCOTT
And The
USDA, FOREST SERVICE
PRESCOTT NATIONAL FOREST

This PARTICIPATING AGREEMENT is hereby entered into by and between the City of Prescott, hereinafter referred to as "the City," and the United States Department of Agriculture (USDA), Forest Service, Prescott National Forest, hereinafter referred to as the "U.S. Forest Service," under the authority: Cooperative Funds and Deposits Act of December 12, 1975, Pub.L. 94-148, 16 U.S.C. 565a1 – a3, as amended and the Wyden Amendment (Public Law 105-277, Section 323 as amended by Public Law 109-54, Section 434, and permanently authorized by Public Law 111-11, Section 3001).

Background: During the last 20 years public demand for enhanced recreation opportunities has grown tremendously within the Greater Prescott area. This demand has partly been shown by the miles of unauthorized trails created throughout the Prescott Basin watershed. These unauthorized routes have led to an unquantified degradation of the local watershed and other forest resources. The City of Prescott and the Prescott National Forest have both enhanced their recreation programs to try and meet this demand and mitigate the resource issues. Many of the City of Prescott's trails lead to the forest trail system and some of the City of Prescott's recreation sites are surrounded by the National Forest.

In the last 15 years the City of Prescott and the Prescott National Forest have partnered together in developing the Greater Prescott Trails Plan and implementation of the plan has been ongoing for the last 10 years. This agreement is to facilitate cooperation between the parties in specific restoration, enhancement, or protection efforts within the Greater Prescott area and specifically within the City of Prescott Municipal Watershed.

The projects will primarily focus on the design, construction, and maintenance of recreation-related infrastructure, which could include trails, trailheads, parking areas, campgrounds, or other facilities that will lead to promoting a landscape of sustainable recreation development that protects natural resources and provides safe and enjoyable recreation opportunities for the public.

This agreement builds on a previous agreement that accomplished several projects (Spence Basin Trails and Trailhead, Ranch and Badger Trails) to benefit the Greater Prescott area's natural resources and enhance recreation opportunities for the public. This new agreement will continue the collaboration between the City and the U.S. Forest Service to work collaboratively

on numerous projects to protect, restore, and enhance both watershed conditions and recreation opportunities. Examples include the sharing of volunteers and crew leaders to construct and maintain trails, and the sharing of equipment and operators for the construction and maintenance of trails and other recreation-related facilities.

Title: **White Spar Trailhead Construction Project**

I. PURPOSE:

The agreement is to facilitate cooperation between parties in specific restoration, enhancement, or protection efforts, which are described in Attachment B, the Statement of Work. The parties have a common interest in improving and protecting the current condition within the City of Prescott's Municipal Watershed. This Agreement provides for the interchange of services, equipment, and funds as specifically outlined below to meet the mutually agreed upon objectives of the project.

The purpose of this agreement is to document the cooperation between the parties to build, maintain, and restore recreation-related facilities and the associated impacts on the watershed in accordance with the following provisions and hereby incorporated into the Financial Plan as Attachment A, Statement of Work as Attachment B, and General Specifications and Special Conditions with Construction Drawings as Attachment C.

This agreement is twofold in that it begins with collaboration on a specific Infrastructure Investment and Jobs Act (IIJA) project to construct the White Spar Trailhead and provides a general framework for collaboration on projects where no funds are transferred between the parties.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service manages National Forest Lands (NFS) for a variety of uses and benefits, including watershed protection and enhancement as well as outdoor recreation. The U.S. Forest Service works to ensure protecting watersheds is a priority in the implementation of all types of resource projects. The proper design and placement of recreation facilities such as trails is an excellent way to enhance recreation opportunities and protect the watershed through proper planning and working with our partners.

The U.S. Forest Service is interested in providing a variety of recreation opportunities to the recreational public and is interested in enhancing its abilities to accomplish this by partnering with the City's Recreation Services program to accomplish these goals while maintaining healthy watersheds.

The City's Recreation Services Department manages the City's lands for a variety of uses including water quality, quantity, and outdoor recreation. The City is interested in ensuring a long-term sustainable water supply for its residents and providing a variety of recreation opportunities to the recreating public and is interested in enhancing its abilities to accomplish this by partnering with the U.S. Forest Service to accomplish these goals.

The Forest Service will retain the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) (NEPA) responsibilities on NFS lands. Any decision required to be made under NEPA with respect to any authorized restoration services to be provided under NEPA should not be delegated.

All projects proposed for completion under this agreement will undergo a collaborative process to ensure that both parties understand the goals and objectives of the agreed-upon restoration project and all necessary rules, regulations, and policies as outlined in this agreement. Parties have completed the project design.

In consideration of the above premises, the parties agree as follows:

III. THE CITY SHALL:

A. LEGAL AUTHORITY. The City shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.

B. Meet at least annually with the U.S. Forest Service Program Manager to identify opportunities and develop project proposals.

C. Provide a Project Manager to collaborate on project design and implementation.

D. Authorize expenditures of various funding sources for the completion of projects.

E. Follow U.S. Forest Service design standards for construction of projects on U.S. Forest Service lands.

F. Use Statement of Work, Attachment B and associated design documents, Attachment C for the construction of the White Spar Trailhead and associated facilities.

G. Follow Construction Signage Guidelines for White Spar Trailhead construction found at https://www.usda.gov/style-guide/signage-guidelines, Infrastructure Investment and Jobs Act

H. Complete and provide all environmental and cultural clearance work and documentation for any project work on the City's lands.

I. Provide volunteers and crew leaders trained and equipped to U. S. Forest Service safety standards for all activities as specified in this project.

J. Brief all participants on the safety and risk management issues contained in the U.S. Forest Service Job Hazard Analyses (JHAs). The required JHA(s) will be provided for each project.

K. Provide equipment and qualified personnel/operators to construct and maintain trails, trailheads, parking areas, campgrounds, and other recreation-related facilities deemed necessary for the protection of the watershed.

L. Provide materials and supplies, where applicable, for the completion of projects.

M. Submit documentation for volunteers and employee time spent on projects.

N. Provide quarterly performance and financial reports detailing work accomplished and funds expended.

O. Follow the Specification project construction drawings/design, Attachment C.

P. Follow all requirements determined through the NEPA process, including Forest Plan Standards and Guides, Best Management Practices, and any site-specific project-developed mitigation measures (for example heritage sites that need to be avoided or biological species-related mitigations)

IV. THE U.S. FOREST SERVICE SHALL:

A. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the City for the U.S. Forest Service's share of actual expenses incurred, not to exceed **$625,000.00**, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the City's quarterly invoice. Each invoice from the City shall display the total project costs for the billing period, separated by U.S. Forest Service and the City's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the City's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. The City's name, address, and telephone number.
2. U.S. Forest Service agreement number. **24-PA-11030900-020**
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by the U.S. Forest Service and The City share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".

9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:

EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Budget & Finance
Grants and Agreements
4000 Masthead St, NE
Albuquerque, NM 87109

Send a copy to: Email: jason.a.williams@usda.gov

B. Meet at least annually with the City's Program Manager to identify opportunities and develop project proposals.

C. Provide a Project Manager to collaborate on project design and implementation.

D. Complete all required environmental and cultural clearance work and documentation for projects on U.S. Forest Service lands.

E. Provide all project maps suitable for accurate project implementation for projects on U.S. Forest Service lands.

F. Provide design packages and engineering for projects on U.S. Forest Service lands, such as the White Spar Trailhead design.

G. Provide volunteers and crew leaders trained and equipped to U.S. Forest Service safety standards for all activities under this agreement.

H. Provide equipment and qualified personnel/operators to construct and maintain trails trailheads, parking areas, campgrounds, and other recreation-related facilities deemed necessary for the protection of the watershed.

I. Provide materials and supplies, where applicable, for the completion of projects.

J. Develop and provide the appropriate Job Hazard Analysis for all Forest Service project work.

K. Complete all necessary NEPA requirements. Any decision required to be made under NEPA with respect to any authorized restoration services to be provided under this agreement on National Forest System (NFS) lands shall not be delegated to the City.

The Forest Service NEPA requirements are based on the Code of Federal Regulations Title 36 Chapter II Part 220 §220.4 states the following:

Proposed actions subject to the NEPA requirements. As required by 42 U.S.C. 4321 et seq., a Forest Service proposal is subject to the NEPA requirements when all of the following apply:

(1) The Forest Service has a goal and is actively preparing to make a decision on one or more alternative means of accomplishing that goal and the effects can be meaningfully evaluated (see 40 CFR 1508.23);
(2) The proposed action is subject to Forest Service control and responsibility (see 40 CFR 1508.18);
Forest Service Handbook 1909.15 describes: "A non-Federal activity may be subject to the NEPA process when it requires a permit, regulatory decision, or funding from a Federal agency." This handbook additionally states "There are currently few situations where a non-Federal entity may take action on National Forest System (NFS) lands without Forest Service authorization, or a proposal for Federal action. Thus, a State, local, or private activity may be subject to NEPA if Forest Service action, approval or authorization is required (40 CFR 1508.18(b)(4)). If a permit or other type of Forest Service authorization is required, or if the Forest Service can impose conditions that must be met by the non-Federal entity, then NEPA analysis is required."

(3) The proposed action would cause effects on the natural and physical environment and the relationship of people with that environment (see 40 CFR 1508.14); and

(4) The proposed action is not statutorily exempt from the requirements of section 102(2)(C) of the NEPA (42 U.S.C. 4332(2)(C)).

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Project Contact	Cooperator Financial Contact
Joe Baynes Recreation Services Director 125 N AZ Avenue Prescott, AZ 86301 (928) 777-1599 joe.baynes@prescott-az.gov	Melissa Busby, MBA, CPP Purchasing Manager 201 S. Cortez Street Prescott, AZ 86303 (928) 777-1408 ext. 4902 Fax: (928) 777-1174 melissa.busby@prescott-az.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Jason Williams Trails and Wilderness Manager 344 S. Cortez Street Prescott, AZ 86303-4316 (928) 925-6472 jason.a.williams@usda.gov	Brooke Rice Grants Management Specialist 333 Broadway BLVD SE Albuquerque, NM 87102 brooke.rice@usda.gov

B. JUSTICE 40 INITIATIVE. Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a subaward or contract to be executed under this agreement, the cooperator may consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.

C. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I Section 1101(a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement the City acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the City fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the City has expended in violation of sections 433 and 434.

D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the City are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the agreement.

To the City, at the address shown in the agreement or such other address designated within the agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or the City from participating in similar activities with other public or private agencies, organizations, and individuals.

F. ENDORSEMENT. Any of the City's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of the City's products or activities.

G. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. The City agree(s) that any of the City's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the City has hereby willingly agreed to assume these responsibilities.

Further, the City shall provide any necessary training to the City's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. The City shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.

H. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

I. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

J. ELIGIBLE WORKERS. The City shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The City shall comply with regulations

regarding certification and retention of the completed forms. These requirements also apply to any contract awarded under this agreement.

K. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The City shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.

L. STANDARDS FOR FINANCIAL MANAGEMENT.

1. Financial Reporting

The City shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

2. Accounting Records

The City shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

3. Internal Control

The City shall maintain effective control over and accountability for all U.S. Forest Service funds, real property, and personal property assets. The City shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

4. Source Documentation

The City shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract and contract documents. These documents must be made available to the U.S. Forest Service upon request.

M. LIMITATION OF FUNDS. U.S. Forest Service funds in the amount of **$625,000.00** are currently available for the performance and duration of this agreement. The U.S. Forest Service's ability to provide additional funding is contingent upon the

availability of appropriated funds from which payment can be made. There is no legal liability on the part of the U.S. Forest Service for any payment above this amount until the City receive(s) notice of availability confirmed in a written modification by the U.S. Forest Service.

N. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.

1. If the City has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all salaries and wages, fringe benefits, materials and supplies, services, travel, and contracts up to the first $25,000 of each contract.

2. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.

O. OVERPAYMENT. Any funds paid to the City in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the City to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or

- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned.

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the City.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

P. AGREEMENT CLOSE-OUT. Within 120 days after expiration or notice of termination The City shall close out the agreement.

Any unobligated balance of cash advanced to the City must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the U.S. Forest Service by the City.

If this agreement is closed out without audit, the U.S. Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

Q. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor.

R. FINANCIAL STATUS REPORTS. A federal Financial Report, form SF-425, must be submitted **quarterly**. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement. The form may be found at https://www.grants.gov/forms/post-award-reporting-forms.html.

S. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

Performance reports must contain information on the following:
- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

The City shall submit quarterly performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with the City's final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

T. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. The City shall retain all records pertinent to this agreement for a period of no less than 3 years from the expiration or termination date. As used in this provision, records includes books, documents, accounting procedures and practice, and other data, regardless of the type or format. The City shall provide access and the right to examine all records related to this agreement to the U.S. Forest Service, Inspector General, or Comptroller

General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as the records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds must be retained for 3 years after its final disposition.

U. FREEDOM OF INFORMATION ACT (FOIA). Public access to grant or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

V. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

PUBLIC NOTICES. It is The U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The City is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should reference the Agency as follows:

"The Prescott National Forest of the U.S. Forest Service, U.S. Department of Agriculture is working cooperatively with the City of Prescott to accomplish restoration, enhancement and protection of National Forest System lands within the City of Prescott's Municipal Watershed."

The City may call on The U.S. Forest Service's Office of Communication for advice regarding public notices. The City is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

PROPERTY IMPROVEMENTS Improvements placed by the City on National Forest System land at the direction or with the approval of the U.S. Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles the City to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service Regulations.

W. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following the City's established procurement procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of conflict). The City shall maintain cost and price analysis documentation for potential U.S. Forest Service review. The City is/are encouraged to utilize small businesses, minority-owned firms, and women's business enterprises.

X. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS. Any of the cooperator's employees, and any participants and volunteers engaged on behalf of the cooperator and U.S. Forest Service, who will use chain saws or crosscut saws on National Forest System lands to conduct the program of work contained in this agreement must be trained, evaluated, and certified in accordance with U.S. Forest Service Manual 2358 and U.S. Forest Service Handbook 6709.11, section 22.48b. The cooperator is responsible for providing this training, evaluation, and certification, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership. In these circumstances, the U.S. Forest Service, upon request and based on availability of Agency funding and personnel, may assist with developing and conducting training, evaluation, and certification of the cooperator's employees, and any volunteers and participants engaged on behalf of the cooperator and the U.S. Forest Service, who will use chain saws or cross cut saws on National Forest System lands.

Y. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA The City shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

Z. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The City shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

> ***In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)***
>
> To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW,

Washington, DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800) 877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

AA. REMEDIES FOR COMPLIANCE RELATED ISSUES. If the City materially fail(s) to comply with any term of the agreement, whether stated in a Federal statute or regulation, an assurance, or the agreement, the U.S. Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the City or more severe enforcement action by the U.S. Forest Service;

2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate the current agreement for the City's program;

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available, including debarment procedures under 2 CFR part 417.

BB. TERMINATION BY MUTUAL AGREEMENT. This agreement may be terminated, in whole or part, as follows:

1. When the U.S. Forest Service and the City agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

2. By 30 days written notification by the City to the U.S. Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the U.S. Forest Service decides that the remaining portion of the agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement in its entirety.

Upon termination of an agreement, the City shall not incur any new obligations for the terminated portion of the agreement after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full

credit to the City for the U.S. Forest Service share of obligations that cannot be cancelled and were properly incurred by the City up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

CC. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

DD. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal Government according to the terms of 2 CFR Part 180. Additionally, should the City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

EE. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS. All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

FF. MODIFICATIONS. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

GG. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective five (5) years from the date of the last signature at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

HH. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In Witness Whereof, the parties hereto have executed this agreement as of the last date written below.

Joe Baynes 10/30/2023

JOE BAYNES, Recreation Services Director Date
City of Prescott

DALE DEITER, Forest Supervisor Date
U.S. Forest Service, Prescott National Forest

The authority and format of this agreement have been reviewed and approved for signature.

BROOKE RICE Digitally signed by BROOKE RICE Date: 2023.10.28 10:22:57 -06'00'

BROOKE S. RICE Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: **A**

USFS Agreement No.: **24-PA-11030900-020**

Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$7,450.00	$172,678.00	$33,500.00	$159,000.00	$372,628.00
Travel	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$153.00	$6,875.00	$7,125.00	$23,400.00	$37,553.00
Supplies/Materials	$0.00	$388,478.82	$0.00	$3,750.00	$392,228.82
Printing	$0.00	$150.00	$0.00	$0.00	$150.00
Other	$0.00	$0.00	$0.00	$0.00	$0.00
Other					$0.00
Subtotal	$7,603.00	$568,181.82	$40,625.00	$186,150.00	$802,559.82
Coop Indirect Costs		$56,818.18	$4,062.50		$60,880.68
FS Overhead Costs	$1,140.45				$1,140.45
Total	$8,743.45	$625,000.00	$44,687.50	$186,150.00	
Total Project Value:					$864,580.95

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 73.30%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 26.70%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Trails and Wilderness Mgr		$355.00	15.00		$5,325.00
RO Engineering Support		$425.00	5.00		$2,125.00
Total Salaries/Labor					**$7,450.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/mile	# of miles		Total
3/4 ton truck	1.00	$0.68	225.00		$153.00
Total Equipment					**$153.00**

Subtotal Direct Costs	$7,603.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
15.00%	$7,603.00			$1,140.45
Total FS Overhead Costs				**$1,140.45**

TOTAL COST	**$8,743.45**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Recreation Services Director		$550.00	15.00		$8,250.00
Contract Admin Spcl		$400.00	15.00		$6,000.00
Trails and Parks Mgr		$350.00	40.00		$14,000.00
					$0.00
Non-Standard Calculation					
Construction Contract Labor- See Attached IGE					$144,428.00
Total Salaries/Labor					**$172,678.00**
Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Trail Dozer- Daily Rate, inlcudes fuel and mainteance - partner will cover 50% of cost- see Non Cash	1.00	$175.00	25.00		$4,375.00
Mini Excavator, inlcudes fuel and mainteance - partner will cover 50% of cost- see Non Cash	1.00	$100.00	25.00		$2,500.00
Total Equipment					**$6,875.00**
Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
Clinometer- need 1 for whole project		1.00	$195.02		$195.02
Flagging for trail layout- 4 boxes		4.00	$36.20		$144.80
Non-Standard Calculation					
Construction Supplies/Materials- Road Closure Gate - Install Salvaged Gate; Construction Staking; Loose Riprap Rock, Rock Mulch; Crushed Aggregate Base Course for Parking Areas					$388,139.00
Total Supplies/Materials					**$388,478.82**
Printing					
Standard Calculation					
Paper Material		# of Units	Cost/Unit		Total
Oversized Egnieering Plans		10.00	$15.00		$150.00
Total Printing					**$150.00**
Subtotal Direct Costs			$568,181.82		
Cooperator Indirect Costs					
Current Overhead Rate	Subtotal Direct Costs				Total
10.00%	$568,181.82				$56,818.18
Total Coop. Indirect Costs					**$56,818.18**
TOTAL COST		**$625,000.00**			

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Budget Manager		$450.00	5.00		$2,250.00
Contracting Admin Spcl		$500.00	10.00		$5,000.00
Trails Coordinator		$350.00	50.00		$17,500.00
Equipment Operator		$350.00	25.00		$8,750.00
Total Salaries/Labor					**$33,500.00**

Equipment

Standard Calculation

Piece of Equipment	# of Units	Cost/Day	# of Days		Total
3/4 ton truck- 20 miles/day x	1.00	$10.00	25.00		$250.00
Trail Dozer- Daily Rate, inlcu	1.00	$175.00	25.00		$4,375.00
Mini Excavator, inlcudes fue	1.00	$100.00	25.00		$2,500.00
Total Equipment					**$7,125.00**

Subtotal Direct Costs	$40,625.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
10.00%	$40,625.00			$4,062.50
Total Coop. Indirect Costs				**$4,062.50**

TOTAL COST	**$44,687.50**

WORKSHEET FOR

Cooperator In-Kind Contribution Cost Analysis, Column (d)

Salaries/Labor					
Standard Calculation					
Job Description		Cost/Day	# of Days		Total
Volunteers- 1,000 hrs/year- Avg 25 volunteers/day for 10 days/year (for approximately five years)	31.80/hr	$254.40	625.00		$159,000.00
Total Salaries/Labor					**$159,000.00**
Equipment					
Standard Calculation					
Piece of Equipment	# of Units	Cost/Day	# of Days		Total
Handtools for trail work Yava	25.00	$1.00	312.00		$7,800.00
tool trailer- Yavapai Trails As	1.00	$50.00	312.00		$15,600.00
Total Equipment					**$23,400.00**
Supplies/Materials					
Standard Calculation					
Supplies/Materials		# of Items	Cost/Item		Total
PPE-Gloves		100.00	$25.00		$2,500.00
PPE- Hard Hats		50.00	$25.00		$1,250.00
Total Supplies/Materials					**$3,750.00**

Subtotal Direct Costs	$186,150.00

TOTAL COST	**$186,150.00**

STATEMENT OF WORK

I. BACKGROUND

During the last 20 years, public demand for enhanced recreation opportunities has grown tremendously within the Greater Prescott area. This demand has partly been shown by the miles of unauthorized trails created throughout the Prescott Basin watershed. These unauthorized routes have led to an unquantified degradation of the local watershed and other forest resources. The City of Prescott and the Prescott National Forest have both enhanced their recreation programs to try and meet this demand and mitigate the resource issues. Many of the City of Prescott's trails lead to the forest trail system and some of the City of Prescott's recreation sites are surrounded by the National Forest.

In the last 15 years the City of Prescott and the Prescott National Forest have partnered together in developing the Greater Prescott Trails Plan and implementation of the plan has been ongoing for the last ten (10) years. This agreement is to facilitate cooperation between the parties in specific restoration, enhancement, or protection efforts within the Greater Prescott area.

The projects will primarily focus on the design, construction, and maintenance of recreation-related infrastructure, which could include trails, trailheads, parking areas, campgrounds, or other facilities that would lead to promoting a landscape of sustainable recreation development that protects natural resources and provides safe and enjoyable recreation opportunities for the public.

This agreement builds on a previous agreement that accomplished many projects to benefit the Greater Prescott area's natural resources and enhanced recreation opportunities for the public. This new agreement will continue the collaboration between the City and the U.S. Forest Service to work collaboratively on numerous projects to protect, restore, and enhance both watershed conditions and recreation opportunities. Examples include the sharing of volunteers and crew leaders to construct and maintain trails, and the sharing of equipment and operators for the construction and maintenance of trails and other recreation-related facilities.

II. SCOPE OF WORK

Projects will primarily be focused on trails and trailheads around the Prescott National Forest, especially in the Prescott Basin Area. Work will involve trail design and layout as well as traditional trail and trailhead building and maintenance with hand tools and mechanized or motorized equipment.

Trail layout and design work will require the submittal of GPS files accurate maps and construction specifications for projects to be approved for implementation. The above work may include but not be limited to tread work, building, and installing informational kiosks and signs, clearing trees and brush, grading and gravel parking areas, constructing, and cleaning out drainage features, rehabilitating damaged areas caused by construction

or visitor use, install gates and fencing, construct and repair retaining structures or other specialized features made of rock, wood, soil, or man-made materials.

The U.S. Forest Service and the City of Prescott will work independently and together to provide labor, materials, supplies, and expertise to contribute towards this Scope of Work. One or both parties will engage in hosting small or larger-scale volunteer work events, as appropriate and agreed upon, to increase public awareness and education about trail stewardship, opportunities to enjoy and utilize Forest Service trails responsibly, and about this partnership and opportunities to contribute to this work.

Both parties will collaborate on providing or purchasing any materials, tools, supplies, and equipment used for approved projects. Each party is responsible for making payments and paying bills with their own funds.

> Note: *Federal funds cannot be used to purchase meals for volunteers, employees, partners, or the public.*

Under this agreement, the City of Prescott agrees to provide its expertise construction equipment, and resources to construct the new White Spar Trailhead following the plans and specifications provided by the US Forest Service. The US Forest Service will provide subject matter input on the USFS standards for trailhead development not clearly outlined in the provided plans.

VI. TIMEFRAME

Most of the work will be performed during the warmer season (March-November), however, elements including planning and preparation may occur year-round over the life of the agreement.

VII. DELIVERABLES

1. Quarterly Performance and Financial Reports as outlined in the agreement. May use the optional form FS-1500-23.
2. A quarterly volunteer service report will be provided to the U.S. Forest Service Program Manager after September 30 and before October 15. This report will include the following information:
    a. Date, location, and type of accomplishment for each workday in the Prescott National Forest.
    b. Number of people total hours contributed each workday distinguishing not including Forest Service employees. Note: Travel time to/from the Forest Service worksite is counted towards service hours.
    c. Example of a reported day of service: *"April 5, 2022, at JT Trailhead, 17 volunteers painted and installed the new 3-pannel kiosk, brushed around the parking lot perimeter, and placed 4 new boulders to block off OHVs from accessing a used created shortcut. 5-hour day X 17 people = 85 hours service."*

IX. QUALITY ASSURANCE

The U.S. Forest Service and the City of Prescott will meet at least once annually to discuss the status, allocation, and other relevant issues related to donations as described in the Agreement.

X. POINTS OF CONTACT

Forest Service

Primary Contact:
Jason Williams, Trails and Wilderness Program Manager, Prescott National Forest
344 S. Cortez Street, Prescott, AZ 86303-4316
Telephone: 928-777-2220
Email: jason.a.williams@usda.gov.

General Technical Specialist for this agreement and volunteer/service groups:
Nina Hubbard, Volunteer and Partnership Coordinator, Prescott National Forest
300 E. Hwy 260
Camp Verde, AZ 86322-7095
Telephone: 928-567-1173
Email: nina.hubbard@usda.gov.

City of Prescott

Chris Hosking
Trails & Natural Parklands Coordinator City of Prescott
824 E. Gurley Street
Prescott, AZ 86301-3241
Telephone: 928-777-1590
FAX: 928-771-5845
Email: chris.hosking@prescott-az.gov

Administrative Contact
Joe Baynes
Recreational Service Director City of Prescott
125 N Arizona Ave
Prescott, AZ 86301-3184
Telephone: 928-777-1599
FAX: 928-771-5845
Joe.baynes@prescott-az.gov

00 00 00 GENERAL SPECIFICATIONS / SPECIAL CONDITIONS

Attachment C

The following site conditions are for informational purposes and planned for accordingly. No direct payment shall be made in this contract for any of the following items:

Physical Conditions. The indications of physical conditions on the drawings and in the specifications are the result of site investigations and surveys performed by the Government.

Existing Structures. No other known structures and utilities are found within the project site. However, it is the sole responsibility of the Contractor to verify the existence of any unknown subsurface utilities prior to the start of work.

Weather. Low temperatures at the project site range from less than 25 ºF in December and January to lows of 55 ºF in July and August. High temperatures range from 50 ºF in December and January to under 90 ºF in July and August. The annual precipitation at the project site is less than 20 inches per year, including snowfall. Winter snowstorms and freezing temperatures will occur during the winter months and will cause the project to be shutdown. Icy conditions on local roads and highways can occur during the fall, winter, and spring. Highway curves in shaded areas will remain covered with ice or frost for weeks.

Typical Work Hours, Weekends and Holiday Hours. No restrictions on work hours. Weekend and holiday work must be submitted in writing for approval by the Contracting Officer, minimum of 5 calendar days prior to the proposed weekend or holiday work. No other restrictions are in place.

Safety, Emergency Communications and Evacuation. Contractor is responsible for the safety of the Contractor's employees including Subcontractors employees, Government employees associated with the project, and any visitors to the site both Government and private. The Contractor shall submit a **Project Safety Plan** to the Contracting Officer for review prior to commencement of Work. The project safety plan shall comply with the appropriate state OSHA and Federal OSHA rules and regulations and must include a medical evacuation and emergency communications plan.

Staging Areas. The contractor shall provide the necessary site investigation of the project area and any adjacent areas and propose staging areas for approval by the Contracting Officer.

Highway Permits. Contractor is responsible for securing any overload or over width limit permits required for the transport of materials or equipment to the project site. The Contractor is responsible for conducting a thorough reconnaissance of all routes leading to the site.

Fuel Storage. The contractor shall propose fuel storage areas for approval by the Contracting Officer. The fuel storage tank shall be set inside a fuel containment basin. The containment basin shall be large enough to hold 110% of the tank's capacity. Provide spill plan in accordance

with the specifications for review and approval by the Contracting Officer.

Toilets. No toilet or shower facilities are available on site. Contractor shall provide onsite portable toilet facilities for its employees.

Camping. Contractor may request a permit from the Bradshaw Ranger District.

Water. There are no designated non-potable water sources at the project site. The Contractor be responsible for obtaining water for the project from the municipal water system.

Security. Contractor is responsible for the Contractor's equipment and materials owned or supplied to the site. Lost, damaged, or stolen equipment or materials shall be replaced at the contractor's expense. All equipment not equipped with a key lock system shall be secured in such a manner as to make it inoperable to the average person at the end of each working day. All hand tools and other equipment shall be secured at the end of each working day. The contractor shall be responsible for signing, limiting public access, and safety of the public and/or government employees at the site. All refuse shall be properly stored or removed from the site at the end of each day.

Traffic Control. Contractor shall submit a Traffic Control and Signage Plan for review and approval, 10 days prior to the start of operations. Construction signing for traffic control shall conform to the Manual of Uniform Traffic Control Devices (MUTCD), and state and local regulations. Traffic control signs shall be placed in areas with adequate turnaround space for a public truck pulling a fifth wheel trailer. The paved road passing through the project shall be always kept open but may be subject to delays not exceeding twenty (20) minutes at one time. Contractor shall not be paid directly for this item, rather it will be considered incidental to other items of work listed in the Schedule of Items.

Burning Permits. Contractor shall not be allowed to burn slash piles. The Contractor shall pile slash onsite (vegetative debris only), to be burned by the Forest Service later. Pile location shall be staked in the field by the Contracting Officer.

Protection of Resources. Contractor shall thoroughly clean all equipment prior to delivery to the project site, to remove weeds, seeds, mud, grease, and oil buildup from all equipment surfaces. Contractor shall schedule an equipment inspection with the COR 36 hours prior to mobilization. Spills of petroleum products and other hazardous substances shall be reported, contained, and removed in accordance with all applicable rules, regulations, and laws. Contractor shall submit a project spill response plan at the pre-work meeting for review by the Contracting Officer.

Inspection of Worksite. The contractor acknowledges they have taken the necessary steps to ascertain the nature and location of work and have investigated and satisfied themselves as to the general and local conditions that can affect the work or its cost. Any failure of the contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor

from the responsibility of estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expenses to the government.

END SECTION 00 00 00

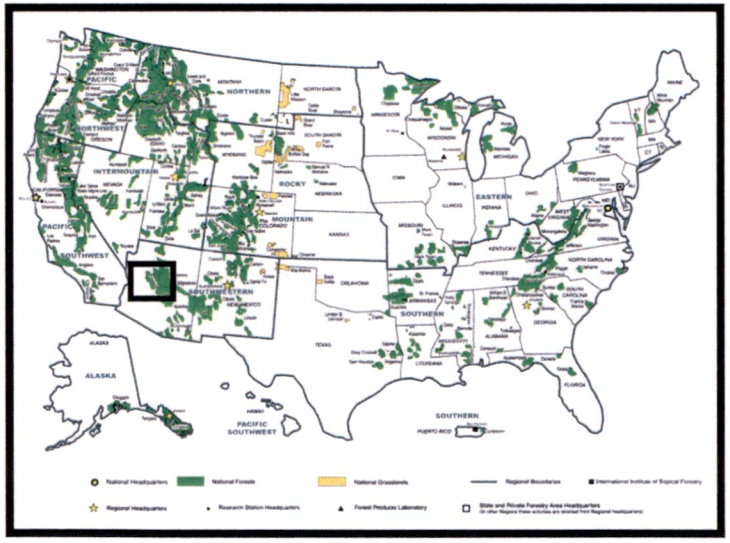
7/13/23 16:15 RICHARDPOLANCO C:\USERS\RICHARDPOLANCO\DESKTOP\RAMPCHARTER\TEAM\WORKINGFOLDERS\RAMPSHEETS\ARAMA_PROJECTSUPPORT_WORKINGDOCS\PRESCOTT\SHEETS\PWR TRAILHEAD RECONSTRUCTION\M3_CONSTRUCTIONDOCUMENTS\M1_CDS_1MSTITLESHEET.DWG

USDA

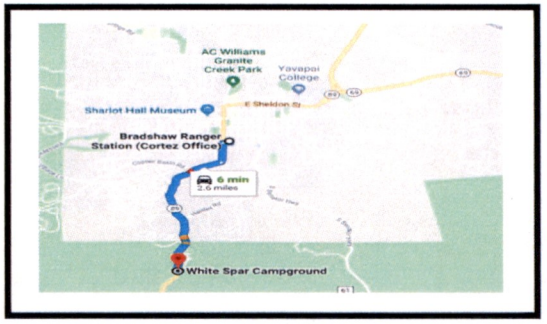
United States Department of Agriculture
Forest Service

ARIZONA
YAVAPAI COUNTY
(R03) SOUTHWESTERN REGION
PRESCOTT NATIONAL FOREST
BRADSHAW RANGER STATION

WHITE SPAR TRAILHEAD CONSTRUCTION



FOREST LOCATION MAP



PROJECT LOCATION MAP

TRAVEL DIRECTIONS:

FROM THE BRADSHAW RANGER DISTRICT OFFICE, TRAVEL SOUTH ON CORTEZ STREET FOR ~200 FEET TOWARDS AUBREY STREET. TURN RIGHT AT THE FIRST CROSS STREET ONTO W. AUBREY STREET FOR ~500 FEET. TURN LEFT AT THE FIRST CROSS STREET ONTO S. MONTEZUMA STREET FOR 0.3 MILES, ROAD MAKES SLIGHT RIGHT AND BECOMES WHITESPAR ROAD. PROCEED FOR ANOTHER 2.2 MILES. TURN LEFT INTO WHITESPAR ROAD, AND CONTINUE FOR ~100 FEET TO THE START OF THE PROJECT. REMAINDER O F PROJECT TO BE ACCESSED ON DIRT ROAD AT THE START OF THE PROJECT. LATITUDE 34° 30' 18.83" N. LONGITUDE 112° 28' 37.98" W.

INDEX OF SHEETS

SHEET	SHEET TITLE	DATE
G-01	COVERSHEET	00/00/00
G-02	VICINITY MAP, PROJECT DESCRIPTION, & SCHEDULE OF ITEMS	10/13/2019
S-01	EXISTING SITE MAP & SURVEY CONTROL	10/17/2019
S-02	SITE PLAN OVERVIEW	10/17/2019
S-03	SITE PLAN	10/17/2019
S-04	SITE PLAN	10/17/2019
D-01	TYPICAL ROADWAY DETAILS	10/23/2019
D-02	SINGLE VAULT COMFORT STATION INSTALLATION	10/23/2019
D-03	BARRIER ROCK AND PICNIC PAD DETAILS	10/23/2019
D-04	MINOR SITE ID SIGN AND BULLETIN BOARD DETAILS	10/23/2019
D-05	SIGN PLAN AND INSTALLATION DETAILS	10/23/2019
D-06	32' GATE FABRICATION DETAILS	1/27/2020
D-07	32' GATE INSTALLATION DETAILS	1/27/2020
D-08	EROSION CONTROL MEASURES	1/27/2020
R-01	ROADWAY OVERVIEW	1/24/2020
R-02	MAIN ROAD PLAN AND PROFILE STA 0+00 TO 3+50	1/24/2020
R-03	MAIN ROAD PLAN AND PROFILE STA 3+50 TO 7+00	1/24/2020
R-04	MAIN ROAD PLAN AND PROFILE STA 7+00 TO 10+50	1/24/2020
R-05	MAIN ROAD PLAN AND PROFILE STA 7+50 TO 12+50	1/24/2020
R-06	TRAILER PARKING ROAD PLAN AND PROFILE STA 0+00 TO 3+13	1/24/2020
R-07	SCHOOLHOUSE ROAD PLAN AND PROFILE	1/28/2020
R-08	TYPICAL ROADWAY SECTIONS	1/28/2020
R-09	TYPICAL ROADWAY SECTIONS	1/28/2020
R-10	CULVERT INSTALLATION DETAILS	1/27/2020
W-01	WATERLINE OVERVIEW	10/24/2019
W-02	WATERLINE PLAN AND PROFILE	10/24/2019
W-03	WATERLINE PLAN AND PROFILE	10/24/2019
W-04	DAYLIGHT DRAIN, TRENCH SECTION AND WATER VALVE DETAILS	10/23/2019
W-05	HYDRANT WITH POST, GRATE AND FRAME	1/27/2020
CS-01	ROADWAY CONSTRUCTION STAKEOUT PLAN	3/9/2020
CS-02	ROADWAY CONSTRUCTION STAKEOUT PLAN	3/9/2020
CS-03	ROADWAY CONSTRUCTION STAKEOUT POINTS	3/9/2020
CS-04	ROADWAY CONSTRUCTION STAKEOUT POINTS	3/9/2020
CS-05	WATERLINE CONSTRUCTION STAKEOUT PLAN AND POINTS	3/9/2020

RECOMMENDED BY:

FOREST ENGINEER _____ DATE _____

DISTRICT RANGER _____ DATE _____

FOREST SUPERVISOR _____ DATE _____

RO FACILITIES PROGRAM MANAGER _____ DATE _____

APPROVED:

DIRECTOR OF ENGINEERING & RECREATION _____ DATE _____

SHEET 001 OF 034

ESTIMATE OF QUANTITIES - BASE PAY ITEMS

ITEM NO.	ITEM DESCRIPTION	PAY UNIT	METHOD OF MEAS	QUANT-ITIES	NOTES
010250	CONSTRUCTION SURVEY AND STAKING	LUMP SUM	LSQ	ALL	STAKEOUT POINTS PROVIDED IN THE DRAWINGS.
011900	MOBILIZATION	LUMP SUM	LSQ	ALL	
022060	LOOSE RIPRAP ROCK, ROCK MULCH	CY	DQ	414	FOR FILLSLOPE PROTECTION
101110	THREE (3) PANEL BULLETIN BOARD WITH ACCESSIBLE AREA, INCLUDING AGGREGATE SURFACE COURSE	EACH	AQ	1	INCLUDES AGGREGATE SURFACING, 3/8" MINUS GRADATION
101400	SIGNS - REGULATORY & DIRECTIONAL (ALUMINUM)	EACH	AQ	~~11~~ 9	INCLUDES SIGN POSTS .*edited to remove two "no parking"
221000-1	PIPELINE, 1" HDPE, 160 PSI WITH HEAT FUSION JOINTS, INCLUDING TRENCH	LINEAR FEET	AQ	704	INCLUDES DRAIN LINES, AND ALL EARTHWORK REQUIRED FOR INSTALLATION
221102-1	1" POLY CURB VALVE AND BOX	EACH	AQ	3	
221102-2	1" DRAIN OUTLET	EACH	AQ	2	INCLUDING RIPRAP APRON
221105	HYDRANT WITH CONCRETE PAD	EACH	AQ	1	
311000	CLEARING AND GRUBBING	LUMP SUM	LSQ	ALL	CLEARING AND GRUBBING WITHIN THE CLEARING LIMITS DESIGNATED ON THE DRAWINGS.
312100	PROJECT SITE PREPARATION AND GRADING	LUMP SUM	LSQ	ALL	INCLUDES ALL ROADWAY EXCAVATION (2,800 CY) AND EMBANKMENT (1,900 CY), FOUNDATION PREPARATION FOR BULLETIN BOARD, ROADWAYS AND PARKING AREAS.
321200-1	HOT MIX ASPHALT PAVING, AZDOT MIX DESIGN	TONS	AQ	593	ROADWAY SURFACING ONLY. 567 TONS FOR MAIN ROAD AND PARKING AREA, AND 47 TONS FOR TRAILER PARKING AREA.
321204-1	CRUSHED AGGREGATE BASE COURSE FOR PARKING AREAS AND ROADWAYS - GRADING "C"	CY	DQ	483	ROADWAY BASE COURSE ONLY
321204-2	CRUSHED AGGREGATE SURFACE COURSE FOR PARKING AREAS AND ROADWAYS - GRADING "G"	CY	DQ	82	ROADWAY SURFACE COURSE ONLY (TRAILER PARKING AREA SURFACE COURSE)
322205	BARRIER ROCKS (COMMERCIAL SOURCE), FURNISHED AND PLACED	EACH	AQ	49	PLACED WHERE STAKED IN THE FIELD BY THE CONTRACTING OFFICER.
322622	PRECAST CONCRETE CURB - 6 FOOT LENGTH	EACH	AQ	25	
322640-1	PAVEMENT MARKING - 4" WIDE SOLID WHITE, REFLECTORIZED PAINT (PARKING LOT)	LINEAR FEET	AQ	600	
322640-2	PAVEMENT MARKING- TRAFFIC DIRRECTION ARROWS, SOLID WHITE, REFLECTORIZED PAINT	EACH	AQ	9	
322640-3	PAVEMENT MARKING - ACCESSIBLE PARKING AREA	EACH	AQ	1	INCLUDES WHEELCHAIR SYMBOL AND ACCESSIBLE AISLE HATCHING
323116-1	ROAD CLOSURE GATE - INSTALL SALVAGED GATE	EACH	AQ	1	RE-USE GATE AT SERVICE ROAD
332228	FURNISH AND INSTALL NEW CULVERT PIPE, 12 INCH DIAMETER, 2-2/3" X 1/2" CORRUGATIONS, 16 GAGE	LINEAR FEET	AQ	75	

PROJECT DESCRIPTION:

FURNISH THE NECESSARY MATERIALS TO RECONSTRUCT ONE (1) TRAILHEAD PARKING AREA. WORK INCLUDES EXCAVATION AND SITE GRADING, AGGREGATE SURFACING, ASPHALT PAVING, PLACEMENT OF BARRIER ROCKS, RIPRAP APRONS, PICNIC TABLE AND CURB STOPS, AND INSTALLATION OF WATER LINE AND WATER LINE FEATURES, SIGNS, BULLETIN BOARDS AND PRECAST CONCRETE COMFORT STATIONS AND VAULTS.

ESTIMATE OF QUANTITIES - OPTION PAY ITEMS

ITEM NO.	ITEM DESCRIPTION	PAY UNIT	METHOD OF MEAS	QUANT-ITIES	NOTES
101415	ADDITIVE ITEM: MINOR SITE I.D. SIGN (HDPE)	EACH	AQ	1	
129410	ADDITIVE ITEM: SINGLE UNIT PICNIC PADS	EACH	AQ	2	INCLUDES SITE PREPARATION AND GRADING, TABLE, 3/8" MINUS SURFACING, AND INSTALLATION OF FURNISHED PICNIC TABLE.
133401	ADDITIVE ITEM: SINGLE UNIT PRECAST CONCRETE VAULT COMFORT STATION	EACH	AQ	1	
133460	ADDITIVE ITEM: PRECAST CONCRETE VAULT COMFORT STATION INSTALLATION, INCLUDING PATHWAYS/APRONS	LUMP SUM	LSQ	ALL	INCLUDES CONCRETE APRONS AROUND THE BUILDING.
323116-2	ADDITIVE ITEM: ROAD CLOSURE GATE, DOUBLE ARM. FURNISH AND INSTALL (32' WIDE)	EACH	AQ	1	INCLUDES SIGNS AND CONCRETE FOOTERS
329206-1	ADDITIVE ITEM: SEEDING	SF	DQ	7,600	COVER ALL FINISHED ROADWAY CUT AND FILL SLOPES NOT TREATED WITH ROCK MULCH
329206-2	ADDITIVE ITEM: EROSION CONTROL MATS, COCONUT FIBER	SF	DQ	7,600	COVER ALL FINISHED ROADWAY CUT AND FILL SLOPES NOT TREATED WITH ROCK MULCH

DEFINITIONS:

AQ	ACTUAL QUANTITY
DQ	DESIGN QUANTITY
LSQ	LUMP SUM QUANTITY
LS	LUMP SUM
LF	LINEAR FEET
CY	CUBIC YARD
SF	SQUARE FEET

VICINITY MAP

2000 FEET

PROJECT LOCATION

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

VICINITY MAP, PROJECT DESCRIPTION & SCHEDULE OF ITEMS

DATE: 10/23/2019

ARCHIVE NO.: G-02_general.dwg

DESIGNER: M. ALANIZ

DRAWN: M. ALANIZ

CHECKED: D. FOTHERGILL

PROJECT NO.:

DWG SHEET NO.: G-02

SHEET 2 OF 34

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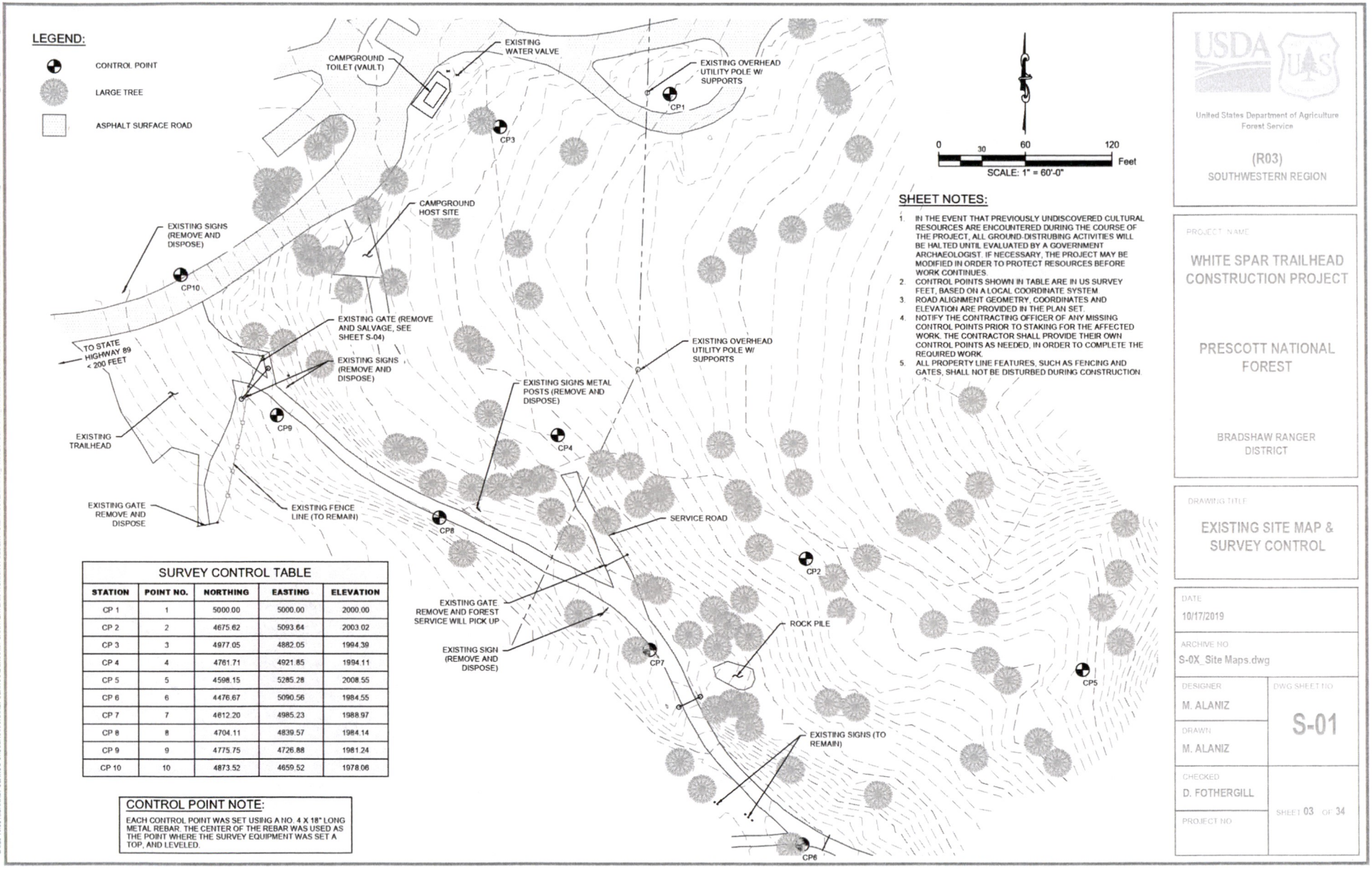


SHEET NOTES:

1. IN THE EVENT THAT PREVIOUSLY UNDISCOVERED CULTURAL RESOURCES ARE ENCOUNTERED DURING THE COURSE OF THE PROJECT, ALL GROUND-DISTRUBING ACTIVITIES WILL BE HALTED UNTIL EVALUATED BY A GOVERNMENT ARCHAEOLOGIST. IF NECESSARY, THE PROJECT MAY BE MODIFIED IN ORDER TO PROTECT RESOURCES BEFORE WORK CONTINUES.
2. CONTROL POINTS SHOWN IN TABLE ARE IN US SURVEY FEET, BASED ON A LOCAL COORDINATE SYSTEM.
3. ROAD ALIGNMENT GEOMETRY, COORDINATES AND ELEVATION ARE PROVIDED IN THE PLAN SET.
4. NOTIFY THE CONTRACTING OFFICER OF ANY MISSING CONTROL POINTS PRIOR TO STAKING FOR THE AFFECTED WORK. THE CONTRACTOR SHALL PROVIDE THEIR OWN CONTROL POINTS AS NEEDED, IN ORDER TO COMPLETE THE REQUIRED WORK.
5. ALL PROPERTY LINE FEATURES, SUCH AS FENCING AND GATES, SHALL NOT BE DISTURBED DURING CONSTRUCTION.

SURVEY CONTROL TABLE

STATION	POINT NO.	NORTHING	EASTING	ELEVATION
CP 1	1	5000.00	5000.00	2000.00
CP 2	2	4675.62	5093.64	2003.02
CP 3	3	4977.05	4882.05	1994.39
CP 4	4	4761.71	4921.85	1994.11
CP 5	5	4598.15	5285.28	2008.55
CP 6	6	4476.67	5090.56	1984.55
CP 7	7	4612.20	4985.23	1988.97
CP 8	8	4704.11	4839.57	1984.14
CP 9	9	4775.75	4726.88	1981.24
CP 10	10	4873.52	4659.52	1978.06

CONTROL POINT NOTE:

EACH CONTROL POINT WAS SET USING A NO. 4 X 18" LONG METAL REBAR. THE CENTER OF THE REBAR WAS USED AS THE POINT WHERE THE SURVEY EQUIPMENT WAS SET A TOP, AND LEVELED.

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE
EXISTING SITE MAP & SURVEY CONTROL

DATE
10/17/2019

ARCHIVE NO
S-0X_Site Maps.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

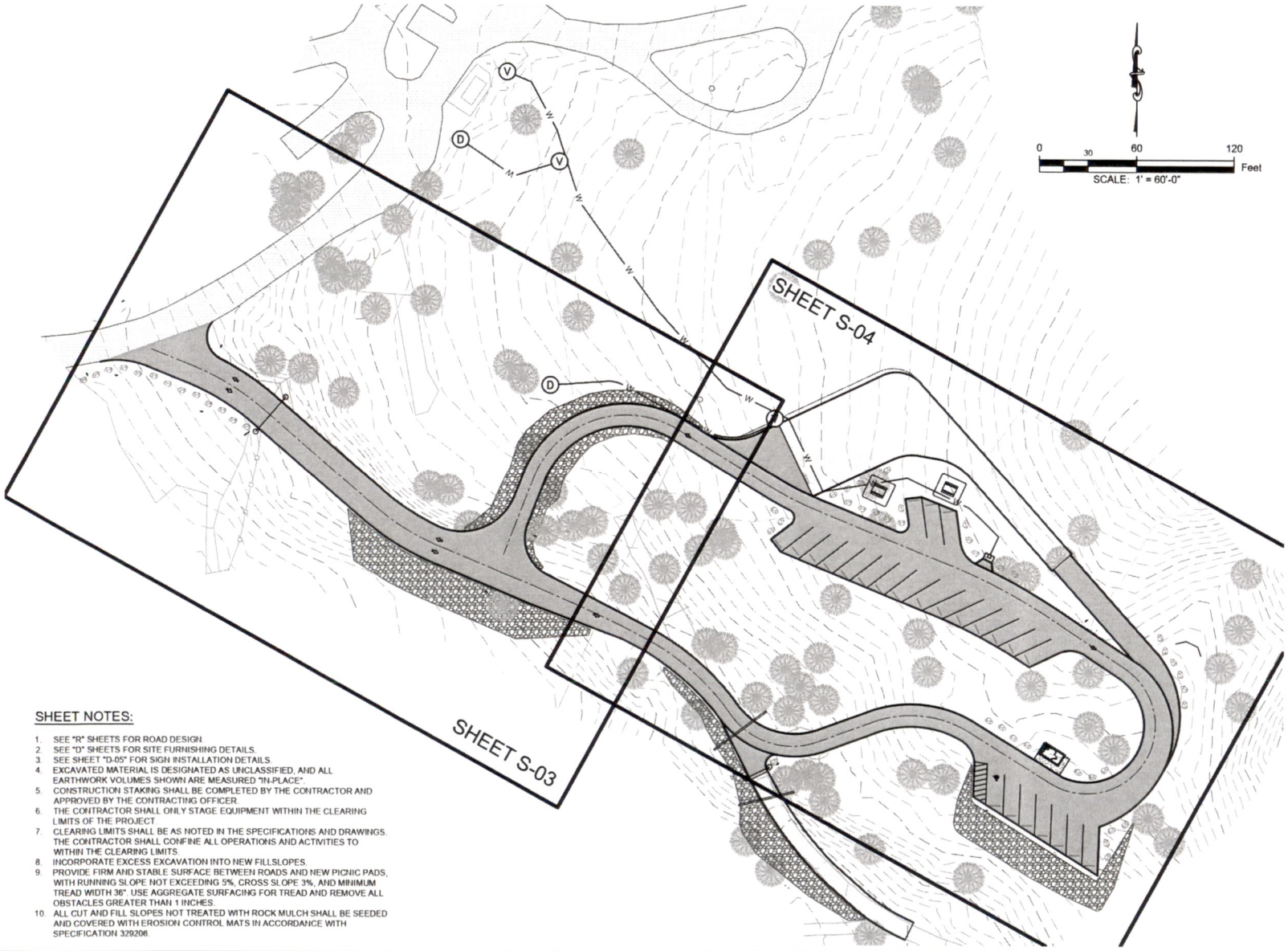
CHECKED
D. FOTHERGILL

PROJECT NO

DWG SHEET NO
S-01

SHEET 03 OF 34

8/4/23 19:35 RICHARDPOLANCO C:\USERS\RICHARDPOLANCO\BOX\BAMPC\QUARTERTEAM\WORKINGFOLDERS\RAMPSSTEAM\1553_PROJECTSUPPORT\WORKINGDOCS\PRESCOTT\WHITE SPAR TRAILHEAD RECONSTRUCTION\16_CONSTRUCTIONDOCUMENTS\01_CDS\16CADS\44_SITE MAP2.DWG



SHEET NOTES:

1. SEE "R" SHEETS FOR ROAD DESIGN.
2. SEE "D" SHEETS FOR SITE FURNISHING DETAILS.
3. SEE SHEET "D-05" FOR SIGN INSTALLATION DETAILS.
4. EXCAVATED MATERIAL IS DESIGNATED AS UNCLASSIFIED, AND ALL EARTHWORK VOLUMES SHOWN ARE MEASURED "IN-PLACE".
5. CONSTRUCTION STAKING SHALL BE COMPLETED BY THE CONTRACTOR AND APPROVED BY THE CONTRACTING OFFICER.
6. THE CONTRACTOR SHALL ONLY STAGE EQUIPMENT WITHIN THE CLEARING LIMITS OF THE PROJECT.
7. CLEARING LIMITS SHALL BE AS NOTED IN THE SPECIFICATIONS AND DRAWINGS. THE CONTRACTOR SHALL CONFINE ALL OPERATIONS AND ACTIVITIES TO WITHIN THE CLEARING LIMITS.
8. INCORPORATE EXCESS EXCAVATION INTO NEW FILLSLOPES.
9. PROVIDE FIRM AND STABLE SURFACE BETWEEN ROADS AND NEW PICNIC PADS, WITH RUNNING SLOPE NOT EXCEEDING 5%, CROSS SLOPE 3%, AND MINIMUM TREAD WIDTH 36". USE AGGREGATE SURFACING FOR TREAD AND REMOVE ALL OBSTACLES GREATER THAN 1 INCHES.
10. ALL CUT AND FILL SLOPES NOT TREATED WITH ROCK MULCH SHALL BE SEEDED AND COVERED WITH EROSION CONTROL MATS IN ACCORDANCE WITH SPECIFICATION 329206.

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

SITE PLAN OVERVIEW

DATE: 10/17/2019	
ARCHIVE NO.: S-0X_Site Maps.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: S-02
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 04 OF 34
PROJECT NO.:	

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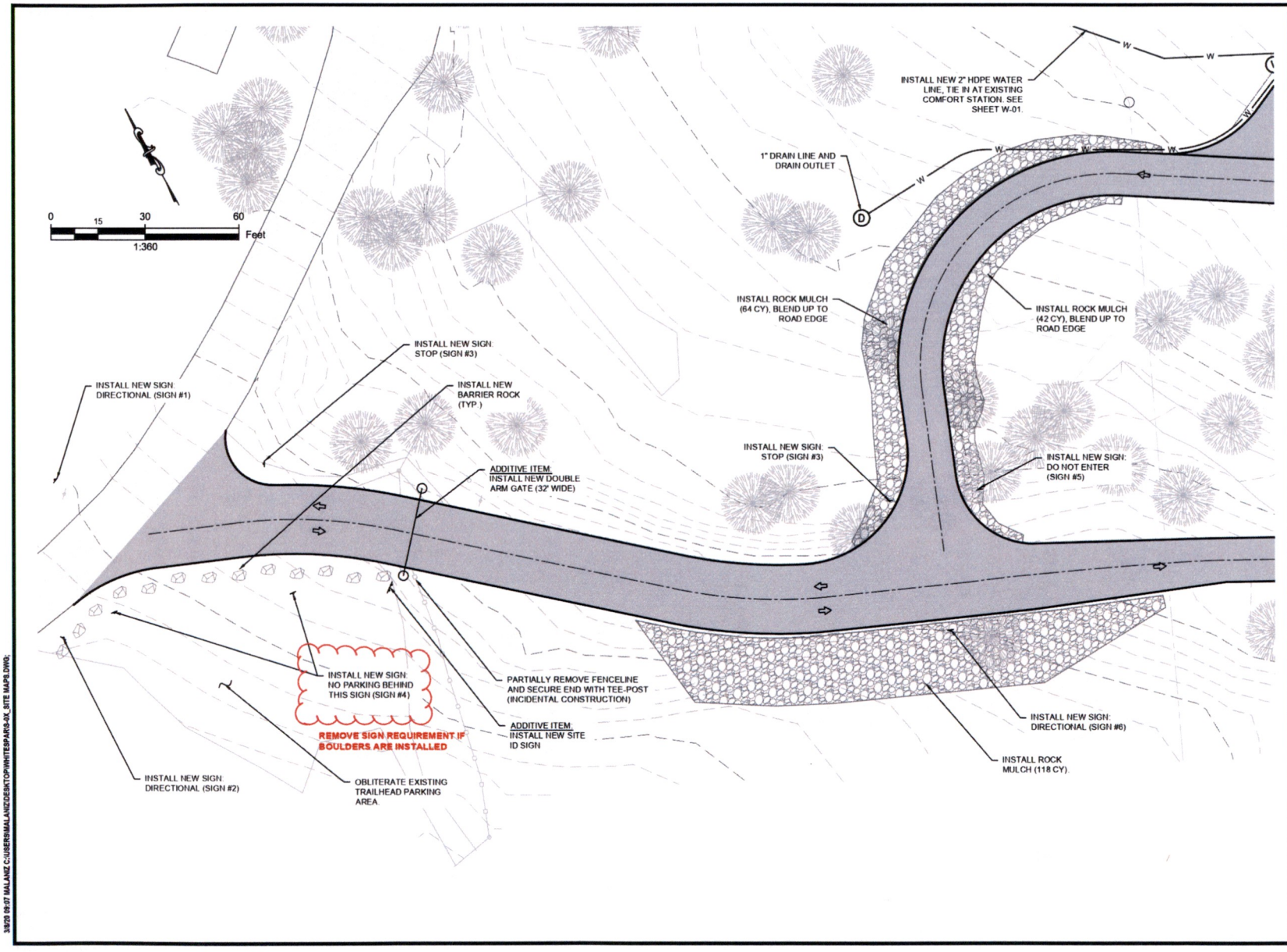

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

SITE PLAN

DATE
10/17/2019

ARCHIVE NO.
S-0X_Site Maps.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

CHECKED
D. FOTHERGILL

PROJECT NO.

DWG SHEET NO.
S-03

SHEET 05 OF 34

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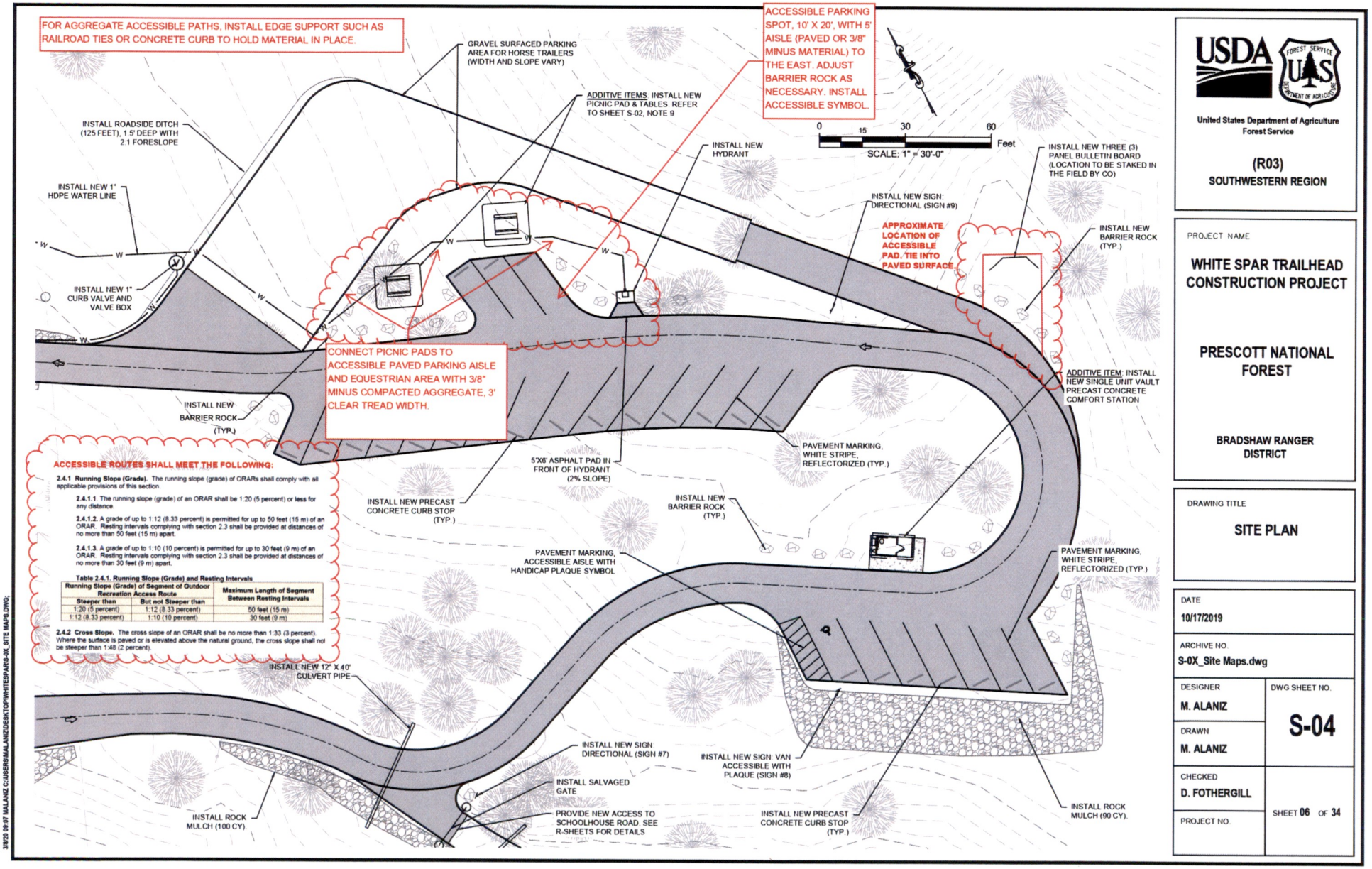

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

SITE PLAN

DATE
10/17/2019

ARCHIVE NO.
S-0X_Site Maps.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

CHECKED
D. FOTHERGILL

PROJECT NO.

DWG SHEET NO.
S-04

SHEET 06 OF 34

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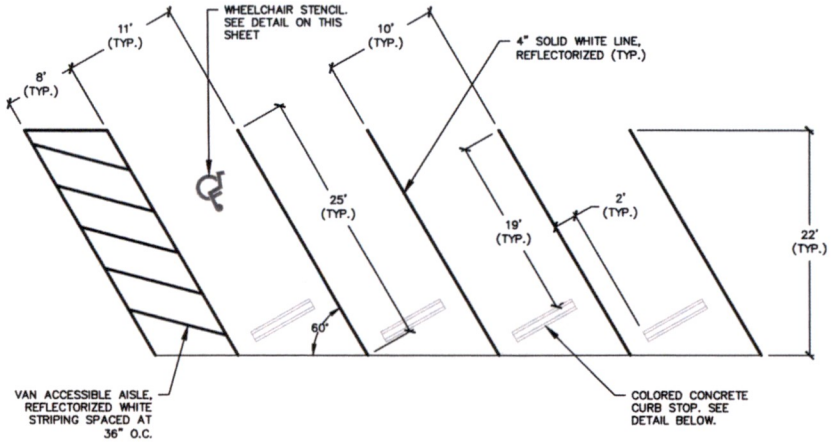
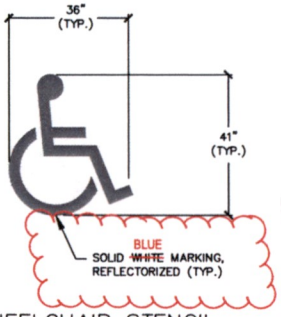
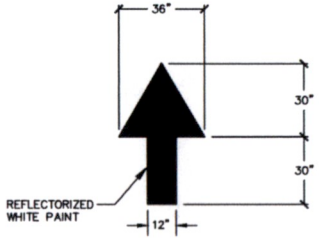


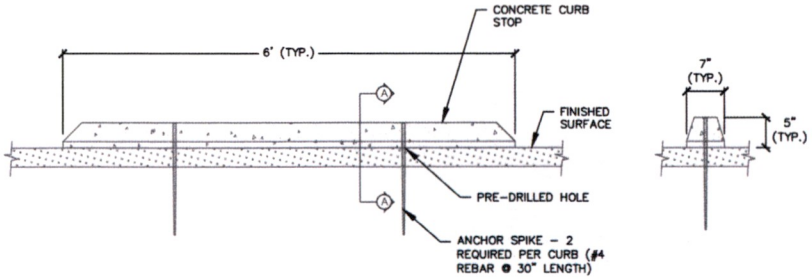
TYPICAL PARKING SPACE DIMENSIONS
(NO SCALE)



WHEELCHAIR STENCIL
NTS

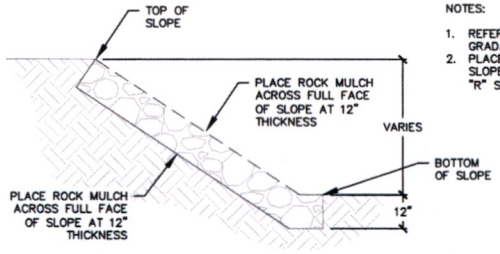


TRAFFIC DIRECTION ARROW
NTS



NOTES:
1. SEE SPECIFICATION 322622 FOR WHEEL STOP STYLE AND SIZE.
2. INSTALL PER MANUFACTURERS SPECIFICATIONS.

CONCRETE CURB STOP DETAIL
(NO SCALE)



NOTES:
1. REFER TO SECTION 022060 FOR GRADATION ON ROCK MULCH.
2. PLACE ROCK MULCH ON SLOPES WHERE SHOWN ON THE "R" SHEETS.

ROCK MULCH DETAIL
(NO SCALE)

USDA FOREST SERVICE
United States Department of Agriculture
Forest Service
(R03)
SOUTHWESTERN REGION

PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

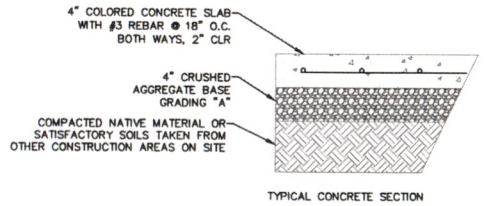
DRAWING TITLE
TYPICAL ROADWAY DETAILS

DATE
10/23/2019

ARCHIVE NO.
D-01_Roadway.Pathway.dwg

DESIGNER	DWG SHEET NO.
M. ALANIZ	D-01
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 07 OF 34
PROJECT NO.	

3/9/20 09:31 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPAR\D-01_ROADWAY.PATHWAY.DWG



TYPICAL CONCRETE SECTION

NOTES:

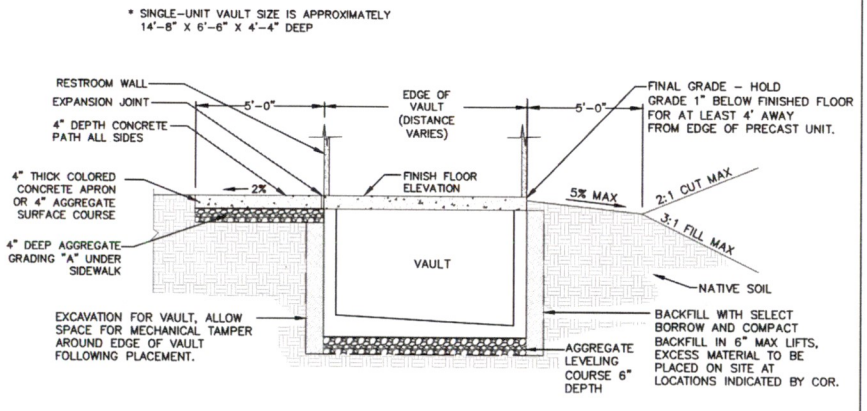
1. INSTALL CONTRACTION JOINTS 10 FEET ON CENTER AND EXPANSION JOINTS AT INTERSECTIONS IN CONCRETE SIDEWALKS AND BETWEEN SIDEWALK AND BUILDING.
2. MAXIMUM SPACE BETWEEN CONTRACTION JOINTS SHALL BE 10 FEET ON CENTER IN CONCRETE PADS. A CONTRACTION AND EXPANSION LAYOUT PLAN SHALL BE PROPOSED BY THE CONTRACTOR AND APPROVED BY THE COR PRIOR TO CONSTRUCTION.

HAND TOOLED CONTRACTION JOINT

EXPANSION DETAIL

AGGREGATE APRON PATH INSTALLATION

(NO SCALE)

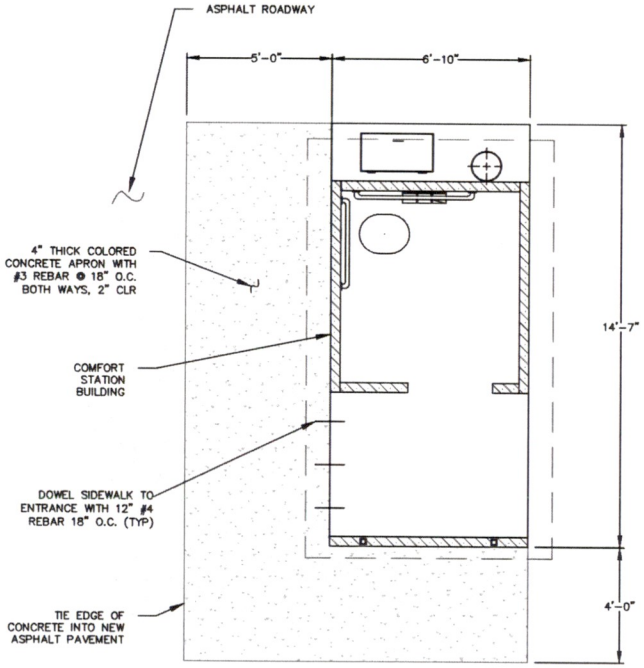


COMFORT STATION VAULT INSTALLATION

(NO SCALE)

NOTES:

1. COMFORT STATION SHALL BE MODEL: SINGLE GUNNISON MANUFACTURED BY CXT INCORPORATED OR AN APPROVED EQUAL. SEE SPECIFICATIONS SECTION 133401. PAINT COLORS SHALL BE IN ACCORDANCE WITH THE SPECIFICATION 133401. ENTRY DOORS TO MEN'S AND WOMEN'S WITH KEYED DEADBOLT, EXTERIOR PULL HANDLE AND INTERIOR PUSH PLATE ON DOOR.
2. ALL DEADBOLTS KEYED TO FOREST SERVICE KEY. LOCKS NEED TO BE YALE TO ACCEPT GOVERNMENT FURNISHED YALE LOCKSET.
3. PREPARE THE SITE AS SHOWN ON THIS SHEET.
4. CONCRETE APRON AROUND COMFORT STATION AND PATHWAY FROM PARKING LOT TO COMFORT STATION SHALL BE INTEGRALLY COLORED SOLOMON COLOR 755 TRAIL DUST, OR APPROVED EQUAL.
5. FINAL GRADING SHALL ENSURE POSITIVE DRAINAGE AWAY FROM BUILDING AT 2% CONSTRUCT DITCH IF NECESSARY.
6. INSTALLATION OF PREFABRICATED CONCRETE COMFORT STATION BUILDINGS WILL BE PERFORMED BY THE SUPPLIER AT SITES PREPARED BY THE CONTRACTOR.
7. THE CONTRACTOR SHALL COORDINATE WITH THE COMFORT STATION PROVIDER AND EXCAVATE HOLES TO ACCOMMODATE THE DIMENSIONS OF THE RESTROOM VAULTS. THE CONTRACTOR SHALL INSTALL LEVELING COURSE IN THE EXCAVATED HOLES AND AFTER THE BUILDINGS ARE INSTALLED, THE CONTRACTOR SHALL PERFORM THE FINAL BACKFILL, COMPACTION AND GRADING AROUND THE BUILDINGS. FINAL GRADING SHALL ENSURE POSITIVE DRAINAGE AWAY FROM THE BUILDINGS AT 2% SLOPE.



SINGLE-UNIT VAULT COMFORT STATION LAYOUT

(NO SCALE)

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

SINGLE VAULT COMFORT STATION INSTALLATION

DATE
10/23/2019

ARCHIVE NO.
D-02_Vault Toilet.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

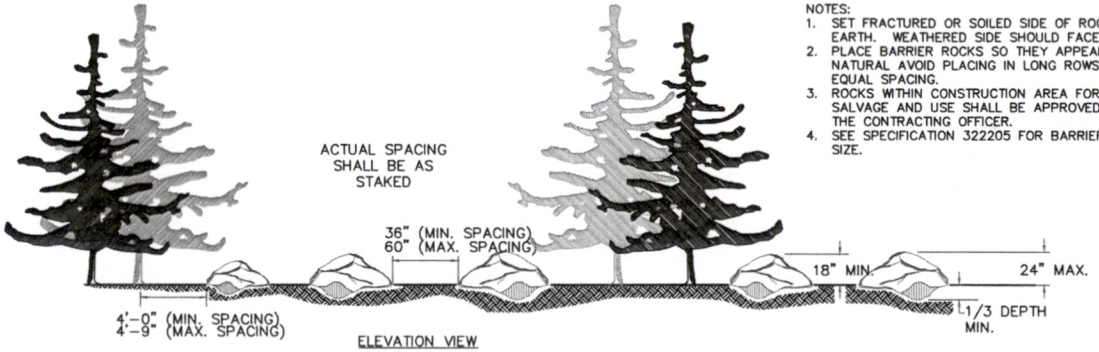
CHECKED
D. FOTHERGILL

PROJECT NO.

DWG SHEET NO.
D-02

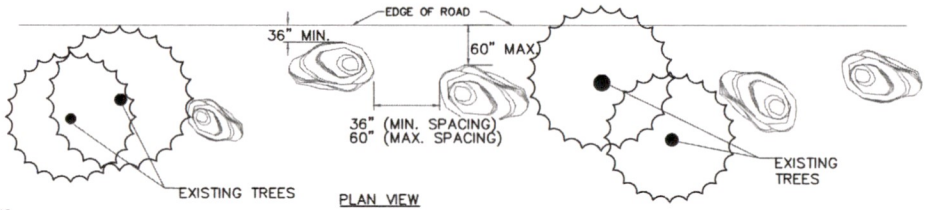
SHEET 08 OF 34

3/8/28 09:32 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPAR\D-02_VAULT TOILET.DWG,DWG;



ELEVATION VIEW

NOTES:
1. SET FRACTURED OR SOILED SIDE OF ROCK INTO EARTH. WEATHERED SIDE SHOULD FACE UP.
2. PLACE BARRIER ROCKS SO THEY APPEAR AS NATURAL AVOID PLACING IN LONG ROWS WITH EQUAL SPACING.
3. ROCKS WITHIN CONSTRUCTION AREA FOR SALVAGE AND USE SHALL BE APPROVED BY THE CONTRACTING OFFICER.
4. SEE SPECIFICATION 322205 FOR BARRIER ROCK SIZE.



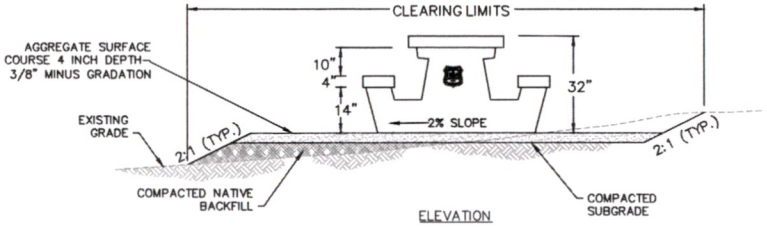
PLAN VIEW

ROCK BARRIER DETAIL
NTS

PICNIC TABLE NOTES:

1. TABLE SHALL BE MODEL #100FSS, 92" LONG SMOOTH TOP PICNIC TABLE WITH SMOOTH STYLE FS LEGS, 24" LEG INSET, FS LOGO FORMED IN SUPPORT, PADRE BROWN, INTEGRAL COLORED CONCRETE OR APPROVED EQUAL.
2. AVAILABLE FROM:

   OUTDOOR CREATIONS, INC.
   2270 BARNEY RD.
   ANDERSON CA, 96007
   PHONE: 530.365.6106
   FAX: 530.365.5129



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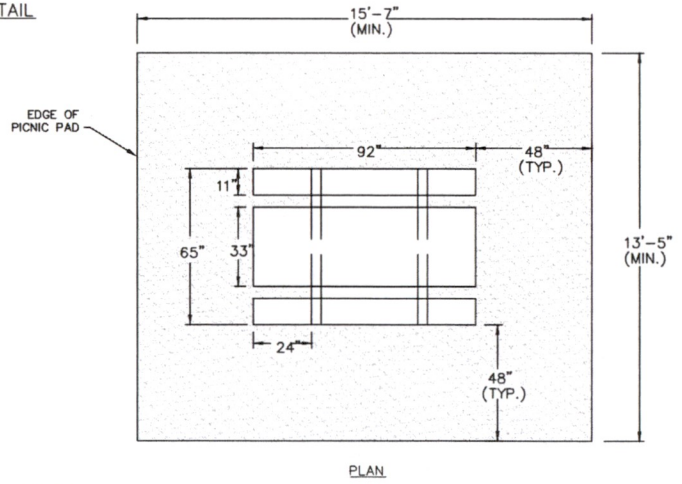


PLAN

PICNIC TABLE AND PAD DETAIL
(NO SCALE)

USDA FOREST SERVICE
United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE
BARRIER ROCK AND PICNIC PAD DETAILS

DATE
10/23/2019

ARCHIVE NO.
D-03_Picnic.Pad_Barrier.Rock.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

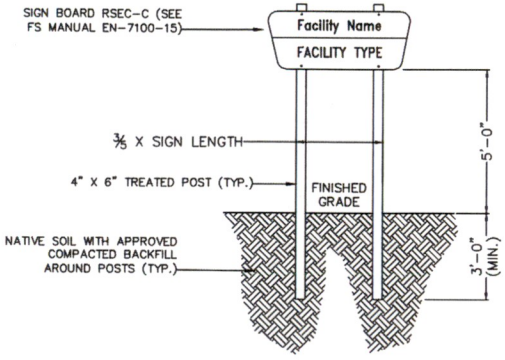
CHECKED
D. FOTHERGILL

PROJECT NO.

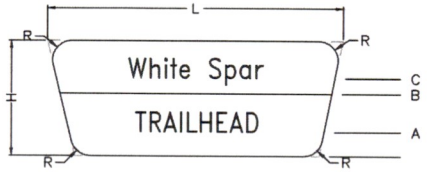
DWG SHEET NO.
D-03

SHEET 09 OF 34

3/9/20 09:33 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPAR\D-03_PICNIC.PAD_BARRIER.ROCK.DWG



MINOR SITE ID SIGN TYPICAL
(REQUIRES DOUBLE 4" X 6" POST BASE)



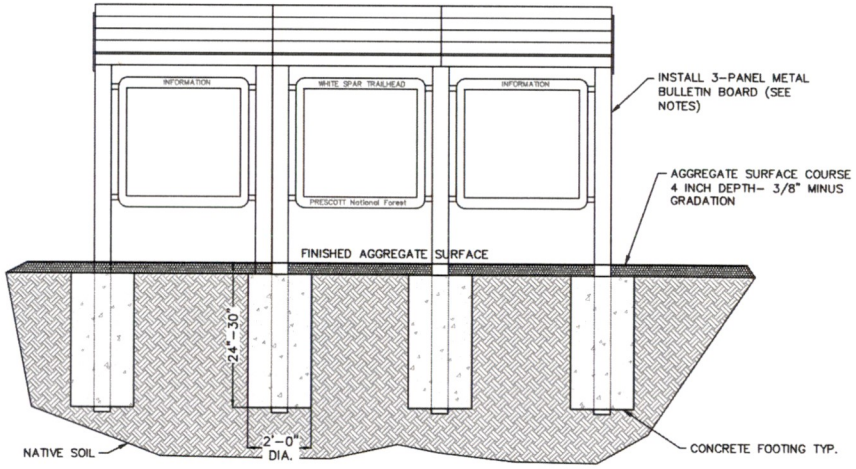
TOP LEGEND
BROWN LETTER (FEDERAL STANDARD 595 NO. 20059) ON YELLOW-CREAM (FEDERAL STANDARD 595 NO. 23695) BACKGROUND

BOTTOM LEGEND
YELLOW-CREAM (FEDERAL STANDARD 595 NO. 23695) ON BROWN LETTER (FEDERAL STANDARD 595 NO. 20059) BACKGROUND

NOTES
1. DIMENSIONS FOR SIGN INSTALLATION ARE SCHEMATIC.
2. SIGNS WILL BE LOCATED BY THE CONTRACTING OFFICER.
3. SEE SPECIFICATION 101415 FOR SIGN POST MATERIALS AND SPECIFICATION 101415 FOR HDPE SIGN FABRICATION.
4. ALL SIGNS SHALL BE INSTALLED USING VANDAL RESISTANT BOLTS AND NUTS.
5. ALL SIGNS SHOULD BE IN ACCORDANCE WITH FS MANUAL EM 7100-15 CHAPTER7B.

MINOR SITE ID SIGN RSE-C TABLE

SIGN #	SIGN PANEL TEXT		PANEL DIMENSIONS				LAYOUT DIMENSIONS MEASURED FROM BOTTOM OF PANEL (INCHES)			LETTER SIZE (INCHES)		MATERIAL
	FACILITY NAME (UPPER PANEL)	FACILITY TYPE (LOWER PANEL)	H	L	R	S	A	B	C	FACILITY NAME ASA SERIES D (INITIAL CAPS LOWER CASE)	FACILITY TYPE ASA SERIES D (UPPER CASE)	
MS1	White Spar	TRAILHEAD	24	60	4	4 3/4	5	13	16 1/4	5	5	HDPE



THREE-PANEL BULLETIN BOARD

NOTES:
1. BULLETIN BOARD SHALL BE MODEL: PREFABRICATED METAL 6"X6" 3-PANEL (48"X48") ANGLE BULLETIN BOARD WITH GREEN SHED ROOF, (PART #03-460), MANUFACTURED WITH BROWN POWDER COAT FINISH AS MANUFACTURED BY ROCKART SIGNS AND MARKERS 3006 N. MAPLE, MESA, ARIZONA 85214. 480-854-3400 OR APPROVED EQUAL.
2. BILLBOARD KIT PARTS INCLUDE POWDER COATED METAL FRAME WITH TUBULAR STEEL POSTS, POWDER COATED BROWN MOUNTING TABS WITH FRAMING, POWDER COATED BROWN ROOF WITH POWDER COATED GREEN ROOF OVERLAYS, ONE PANEL WITH "PRESCOTT National Forest" ON BOTTOM AND "WHITE SPAR TRAILHEAD" ON TOP, AND ONE PANEL WITH "INFORMATION" ON TOP ONLY IN YELLOW AS SHOWN IN THE DRAWINGS, AND FIXTURES NECESSARY FOR INSTALLATION (PART #03-524) AND TAMPER RESISTANT BOLTS AS MANUFACTURED BY ROCKART SIGNS AND MARKERS 3006 N. MAPLE, MESA, ARIZONA 85214. 480-854-3400 OR APPROVED EQUAL. VERIFY WITH MANUFACTURER FOR ALL NECESSARY PARTS FOR INSTALLATION. INSTALL "PRESCOTT NATIONAL FOREST" AND "COPPER BASIN TRAILHEAD" PANEL FOR THE CENTER PANEL, AND "INFORMATION" PANEL FOR THE LEFT AND RIGHT PANEL
3. SEE SPECIFICATION 101110 FOR ADDITIONAL REQUIREMENTS.

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE
MINOR SITE ID SIGN & INFORMATION BULLETIN BOARD DETAILS

DATE
10/23/2019

ARCHIVE NO.
D-04_Minor.SiteID_Bulletin.Board.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

CHECKED
D. FOTHERGILL

PROJECT NO.

DWG SHEET NO.
D-04

SHEET 10 OF 34

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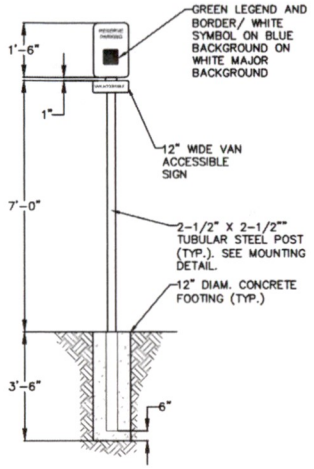
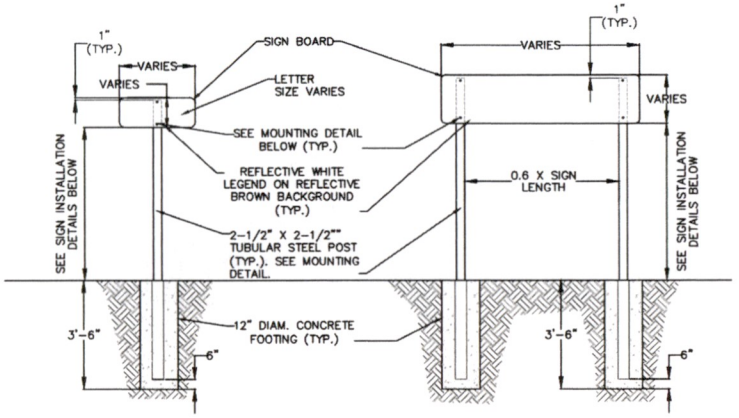


ACCESSIBLE PARKING SIGN

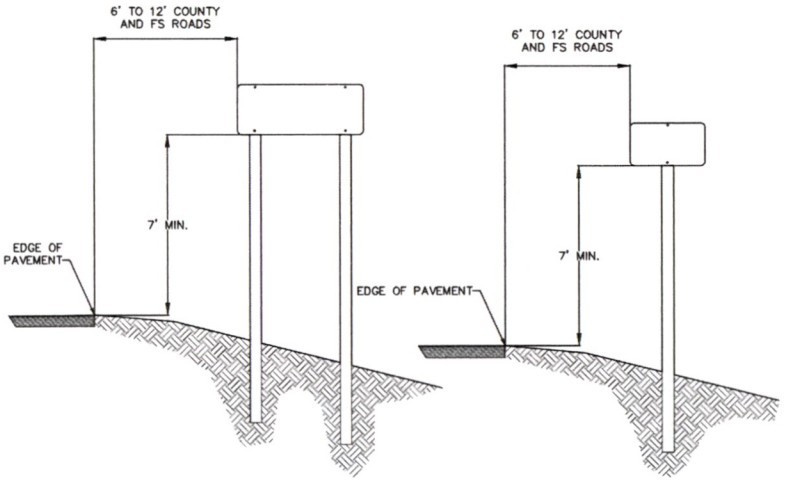


SINGLE POST SIGN

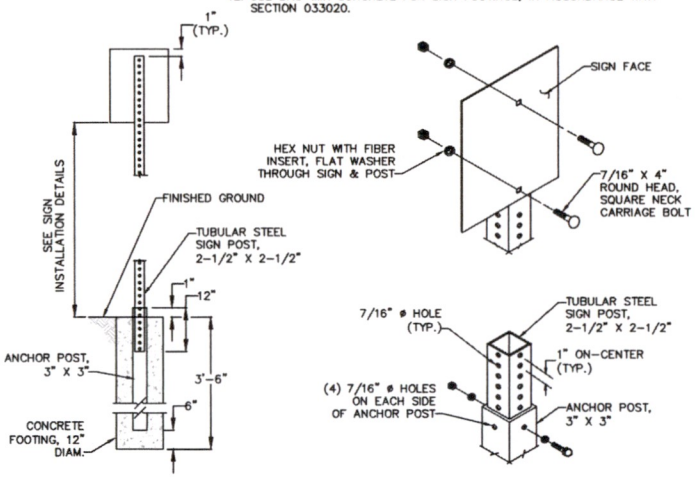
DOUBLE POST SIGN

SIGN LIST					
SIGN	DESCRIPTION	SIGN #	QUANTITY	SIZE NOTES	COLOR
#1	⇦ EXIT CAMPGROUND ⇨	FRD-2-4	1	4" LETTERS	WHITE ON BROWN
#2	⇧ CAMPGROUND TRAILHEAD PARKING ⇨	FRD-2-4	1	4" LETTERS	WHITE ON BROWN
#3	STOP	R1-1	2	30"X30"	WHITE ON RED
#4	NO PARKING BEHIND THIS SIGN	FRD-2-4	2	4" LETTERS	WHITE ON BROWN
#5	DO NOT ENTER	R5-1	1	30"X30"	WHITE BACKGROUND
#6	⇦ EXIT RETURN TO PARKING ⇨	FRD-2-4	1	4" LETTERS	WHITE ON BROWN
#7	PARKING	FRD-1-4	1	4" LETTERS	WHITE ON BROWN
#8	ACCESSIBLE PARKING W/ VAN ACCESSIBLE PLAQUE	R7-8-12 R7-8A	1		WHITE ON BROWN, BLUE SYMBOL
#9	⇧ CAR PARKING TRAILER PARKING ⇗	FRD-2-4	1	4" LETTERS	WHITE ON BROWN

NOTES:
1. SEE EM 7100-15 MANUAL FOR FRD SIGN LAYOUT REQUIREMENTS.
2. ALL SIGNS BOARDS INSTALLED ON SINGLE POSTS SHALL BE CENTERED.
3. DIMENSIONS FOR SIGN INSTALLATION ARE SCHEMATIC.
4. SEE SPECIFICATION 101400 FOR SIGN POST AND MATERIALS.
5. ALL SIGNS SHALL BE INSTALLED USING VANDAL RESISTANT BOLTS AND NUTS.
6. INSTALLATION DATE AND VANDAL WARNING LABELS SHALL BE INSTALLED ON ALL SIGNS IN ACCORDANCE WITH FS MANUAL EM 7100-15
7. ALL SIGN SHALL BE ALUMINUM, AND MEET MUTCD AND FOREST SERVICE STANDARDS.
8. CLEAR VEGETATION AS NEEDED TO MAINTAIN VISIBILITY OF SIGNS. CLEARING SHALL BE HANDLED IN ACCORDANCE WITH SPECIFICATION 311000.
9. ALL SIGNS SHALL BE INSTALLED ON A TUBULAR STEEL POSTS, UNLESS OTHERWISE NOTED.
10. FOR DOUBLE POST SIGNS, IF SIGN WIDTH IS OVER 4 FEET, PROVIDE BRACING IN ACCORDANCE TO MANUFACTURER'S REQUIREMENTS.
11. COLOR BOLT HEAD TO MATCH THE COLOR OF THE SIGN FACE.
12. USE BAG-MIX CONCRETE FOR SIGN FOOTINGS, IN ACCORDANCE WITH SECTION 033020.



SIGN INSTALLATION DETAILS



MOUNTING DETAILS

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME
WHITE SPAR TRAILHEAD CONSTUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE
SIGN PLAN AND INSTALLATION DETAILS

DATE
10/23/2019

ARCHIVE NO.
D-05_Sign.Installation_Telspar.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

CHECKED
D. FOTHERGILL

PROJECT NO.

DWG SHEET NO.
D-05

SHEET 11 OF 34

3/20 09:34 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPAR\D-05_SIGN.INSTALLATION_TELSPAR.DWG;

NOTES

1 – WELD 3/4" ø ROD HANDLE TO 3" ø PIPE AFTER SLOT HAS BEEN CUT IN 4" ø PIPE AND AFTER 3" ø PIPE HAS BEEN INSERTED INSIDE THE 4" ø PIPE. POSITION OF 3" ø PIPE SHALL BE FLUSH WITH TOP AND EXTENDED 9" BELOW BOTTOM OF 4" ø PIPE WHEN HANDLE IS AT LOWEST POSITION IN SLOT. GROOVES IN SIDE OF SLOT SHALL BE CUT TO HOLD HANDLE 3" ø PIPE IN "UP" POSITION – WITH BOTTOM OF 3" ø PIPE FLUSH WITH BOTTOM OF 4" ø PIPE.

2 – DRILL 1–1/2" ø HOLES THROUGH 4" ø, 3" ø, AND ONE SIDE OF 6" ø PIPES WHERE SHOWN. POSITION HOLES TO LINE UP FOR LOCKING ROD INSERTION WHEN 3" ø CENTER PIPE IS DOWN (WITH 3/4" ROD HANDLE RESTING AT BOTTOM OF SLOT).

3 – WELD END LINK OF LOCKING ROD CHAIN TO LOWER END (ON ONE SIDE) OF ROD. WELD LINK ON OTHER END OF CHAIN TO SIDE OF 4" ø VERTICAL CENTER PIPE ABOVE CROSS PIPE OF GATE. ENSURE THAT LENGTH OF CHAIN IS ADEQUATE TO REMOVE LOCKING ROD WHEN CHAIN ENDS ARE WELDED.

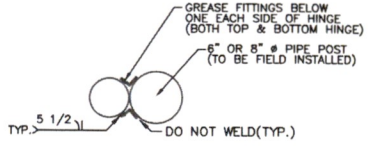
4 – "CENTER LOCKING POST DETAILS" ARE FOR THE RIGHT HAND SECTION OF THE GATE ONLY. THE LEFT HAND SECTION IS SIMILIAR EXCEPT REVERSED, AS SHOWN ON "GATE PROFILE".

5 – GATE HINGES AND OBJECT MARKER BRACKETS ARE NOT TO BE WELDED TO POSTS DURING FABRICATION. THESE SHALL BE FIELD WELDED IN POSITIONS DEPENDENT UPON GROUND CONDITIONS. ALL SIGNS PROVIDED BY CONTRACTOR.

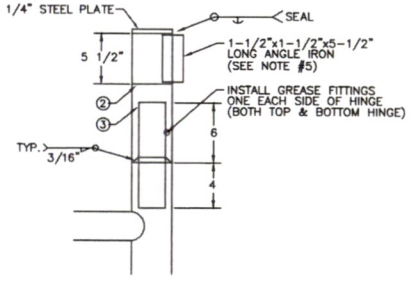
6 – FABRICATOR SHALL PROVIDE ALL MATERIALS UNLESS AGREED OTHERWISE, INCLUDING GATE SECTIONS, HINGES, CENTER LOCKING POSTS, AND END POSTS (WITH BRACKETS).

7 – GATES SHALL BE POWDER–COATED FOREST SERVICE BROWN AS APPROVED BY THE CONTRACTING OFFICER.

8 – GATES INSTALLATION DETAILS SHOWN ON SHEET D15.



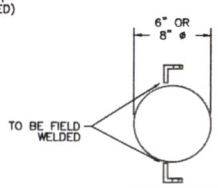
TOP VIEW



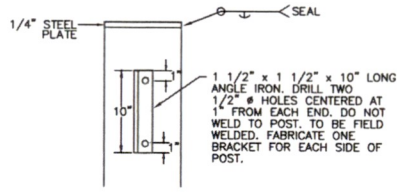
PROFILE

TYPICAL HINGE DETAIL

NO SCALE



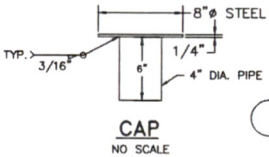
TOP VIEW



PROFILE

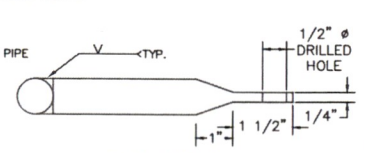
OBJECT MARKER BRACKET DETAIL

NO SCALE

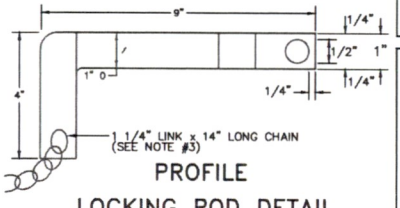


CAP

NO SCALE



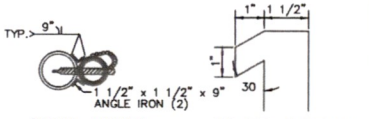
TOP VIEW



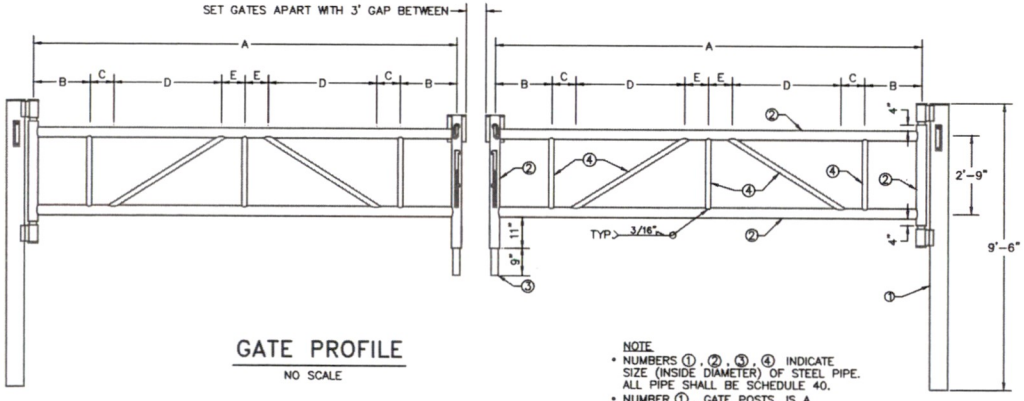
PROFILE

LOCKING ROD DETAIL

NO SCALE



TOP VIEW SLOT DETAIL



GATE PROFILE

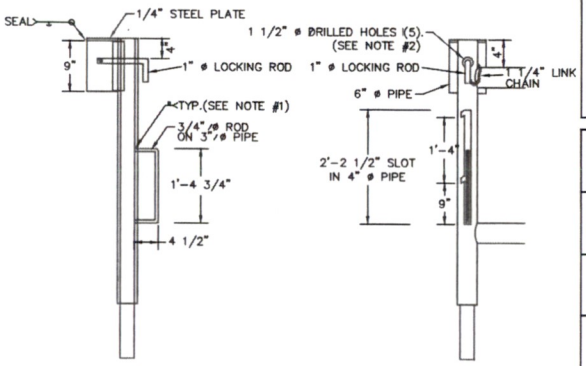
NO SCALE

SIZE	A	B	C	D	E	①	②	③	④
16' GATE	16'	2'	6"	4'–6"	1'	8" ø	4" ø	3" ø	2" ø

* A 32' GATE REQUIRES TWO 16' GATE SECTIONS.
SPACING BETWEEN CENTER SECTIONS IS 36 INCHES AS SHOWN ON SHEET D15.

NOTE

- NUMBERS ①, ②, ③, ④ INDICATE SIZE (INSIDE DIAMETER) OF STEEL PIPE. ALL PIPE SHALL BE SCHEDULE 40.
- NUMBER ①, GATE POSTS, IS A MINIMUM SIZE AND MAY BE LARGER.
- NUMBER ③, 3" ø PIPE, SHOULD BE 3–1/2" ø IF THE O.D. OF THE PIPE WILL FIT INSIDE THE I.D. OF THE 4" ø PIPE. A 3" ø FITS TOO LOOSELY INSIDE THE 4" ø PIPE. SOME 3–1/2" PIPE, HOWEVER, WON'T FIT INSIDE THE 4" ø PIPE.



LEFT SIDE FRONT VIEW

CENTER LOCKING POST DETAIL

NO SCALE

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

32' GATE FABRICATION DETAILS

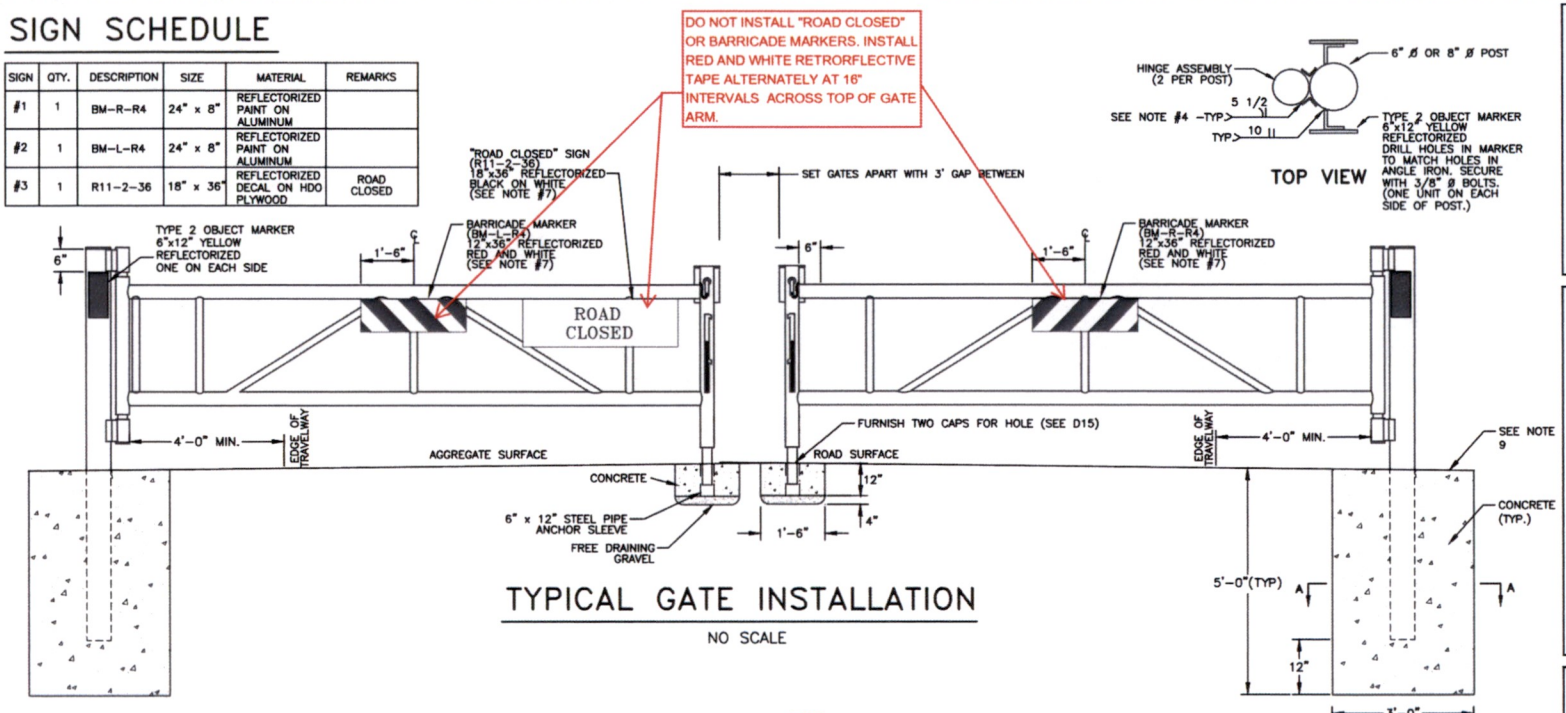
DATE: 01/27/2020	
ARCHIVE NO.: D-06.D-07_Double.Gate.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: D-06
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 12 OF 34
PROJECT NO.:	

3/8/20 08:34 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPAR\D-08_D-07_DOUBLE GATE.DWG;

SIGN SCHEDULE

SIGN	QTY.	DESCRIPTION	SIZE	MATERIAL	REMARKS
#1	1	BM-R-R4	24" x 8"	REFLECTORIZED PAINT ON ALUMINUM	
#2	1	BM-L-R4	24" x 8"	REFLECTORIZED PAINT ON ALUMINUM	
#3	1	R11-2-36	18" x 36"	REFLECTORIZED DECAL ON HDO PLYWOOD	ROAD CLOSED

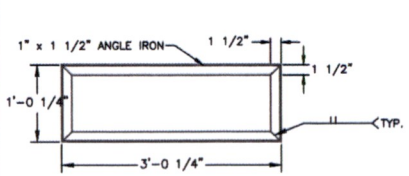
DO NOT INSTALL "ROAD CLOSED" OR BARRICADE MARKERS. INSTALL RED AND WHITE RETRORFLECTIVE TAPE ALTERNATELY AT 16" INTERVALS ACROSS TOP OF GATE ARM.



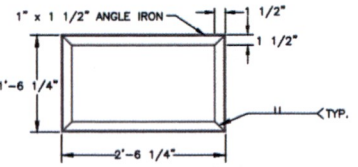
TYPICAL GATE INSTALLATION

NO SCALE

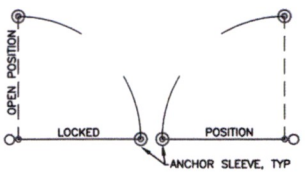
TOP VIEW



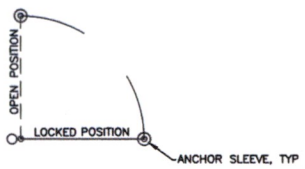
BRACKET
FOR BARRICADE MARKER



BRACKET
FOR ROAD CLOSED SIGN



LAYOUT VIEW – DOUBLE GATE



LAYOUT VIEW – SINGLE GATE

NOTES :

1 – DETERMINE LOCATION OF GATE POSTS BASED ON GATE WIDTHS AND SPACE TO BE ALLOWED BETWEEN DOUBLE GATE SECTIONS ENSURE THAT LOCATION ALLOWS FOR GATES TO SWING FROM LOCKED TO OPEN POSITION.

2 – SET POSTS SO THAT TOP OF EACH POST IS AT APPROXIMATELY THE SAME ELEVATION AND AT LEAST 60" ABOVE GROUND (NO MORE THAN 72" ABOVE GROUND).

3 – SET POSTS IN CONCRETE AS SHOWN. ALLOW CONCRETE TO CURE AT LEAST 48 HOURS BEFORE INSTALLING GATE SECTIONS.

4 – ESTABLISH ELEVATIONS OF EACH HINGE ON POST(S). ENSURE THAT CENTER LOCKING POSTS WILL EXTEND INTO GROUND AT LEAST 2 INCHES. ENSURE THAT OTHER HINGE POINTS WILL BE ON POSTS AT PROPER LOCATIONS FOR LEVEL AND EVENLY MATCHED GATE SECTIONS. WELD THE LOWER HINGE OF EACH SECTION TO THE POST ALONG 2 EDGES OF ANGLE IRON. BE SURE HINGES FACE TOWARD CENTER OF GATE LOCATION. INSERT LOWER 3 INCH DIAMETER PIPE OF GATE SECTION INTO LOWER HINGE. WHILE SUPPORTING GATE SECTION IN THIS POSITION, INSTALL UPPER HINGE ASSEMBLY OVER UPPER 3 INCH DIAMETER PIPE AND WELD TO POST ALONG THE TWO ANGLE IRON EDGES.

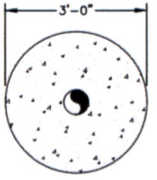
5 – CHECK INSTALLATION FOR PROPER LOCATION AND SMOOTH GATE SWING. REPEAT INSTALLATION FOR EACH GATE SECTION.

6 – LOCATE PROPER POSITION FOR CENTER POST ANCHORS AND OPEN GATE ANCHORS AND INSTALL AS SHOWN.

7 – USE 1" x 1 1/2" ANGLE IRON TO SUPPORT (BY WELDING) SIGN BRACKETS TO GATE AS NECESSARY. WELD SIGNS TO GATE SUCH THAT TOP OF SIGN IS AT BOTTOM OF TOP 4 INCH DIAMETER CROSSBAR.

8 – CONTRACTOR SHALL PROVIDE A STEEL CAP TO COVER THE 6" DIA. ANCHOR PIPE SLEEVE. CAP SHALL BE CONSTRUCTED OF TO GATE AS NECESSARY. WELD SIGNS TO GATE SUCH THAT TOP OF SIGN IS AT BOTTOM OF TOP 4 INCH DIAMETER CROSSBAR.

9 – PROVIDE 36" CLEARANCE ON ONE SIDE OF THE GATE FOR WHEEL-CHAIR ACCESSIBILITY.



SECTION A–A

NOTE:
DRILL HOLES IN FIELD THROUGH ROAD CLOSED SIGN AND BARRICADE MARKER AND BRACKETS WHERE NECESSARY TO INSTALL 3/8" Ø ANCHOR BOLTS (2 MIN.). SECURELY WELD BRACKET TO GATE SECTION USING ADDITIONAL 1"x1-1/2" ANGLE IRON AS NEEDED.

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

32' GATE INSTALLATION DETAILS

DATE
1/27/2020

ARCHIVE NO.
D-06.D-07_Double.Gate.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

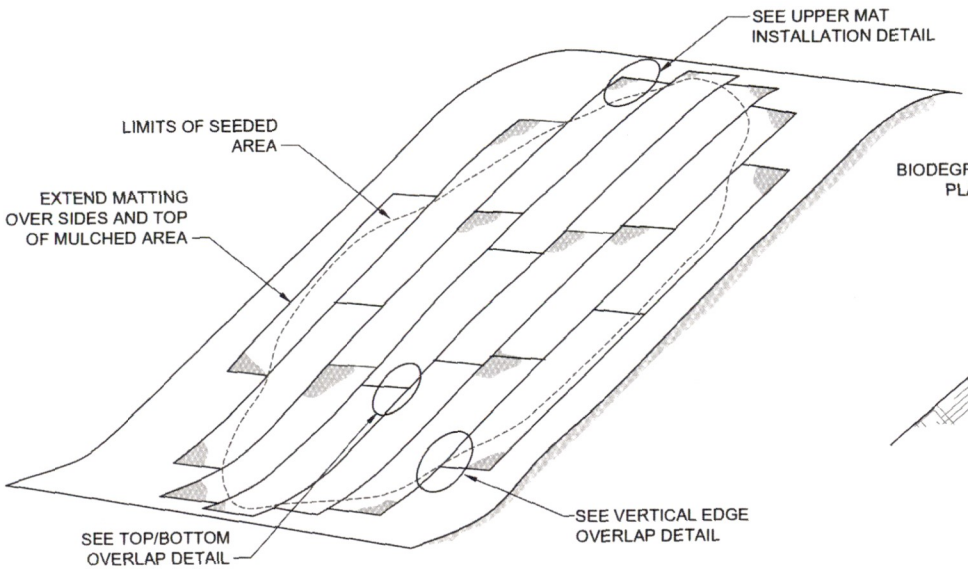
CHECKED
D. FOTHERGILL

PROJECT NO.

DWG SHEET NO.
D-07

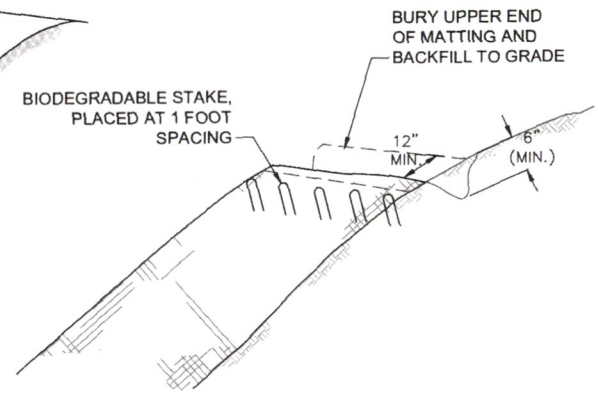
SHEET 13 OF 34

3/9/20 09:34 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPAR\D-04.D-07_DOUBLE.GATE.DWG;



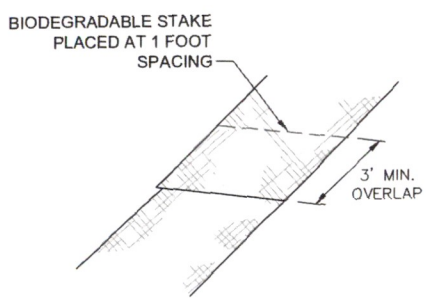
EROSION CONTROL MAT INSTALLATION OVERVIEW

(NOT TO SCALE)



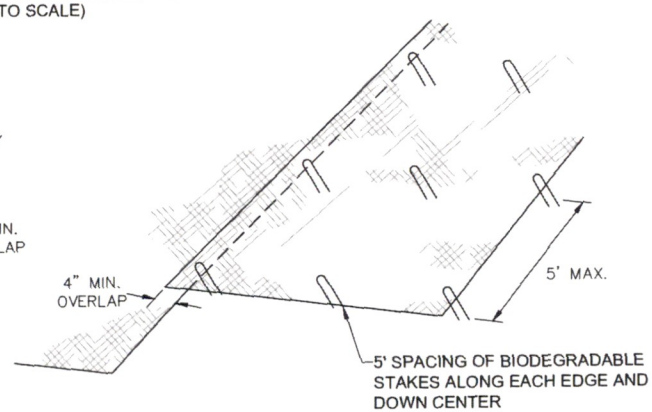
UPPER MAT INSTALLATION

(NOT TO SCALE)



TOP/BOTTOM EDGE OVERLAP

(NOT TO SCALE)



VERTICAL EDGE OVERLAP

(NOT TO SCALE)

NOTES:

1. EROSION CONTROL MATS SHALL BE FROM GEI WORKS, OR APPROVED EQUAL, PRODUCT: COIR 70 MAT, SEMIPERMANENT AND NON-TOXIC TO VEGETATION AND SHALL NOT INHIBIT THE GERMINATION OF NATIVE SEED.
2. RAKE SEED INTO FINISHED SLOPE IMMEDIATELY BEFORE INSTALLING MATS.
3. USE OF BIODEGRADABLE STAKES IS PREFERRED; STAPLES MAY BE SUBSTITUTED FOR IF GROUND IS TOO COMPACTED FOR PLACEMENT OF STAKES.
4. STAKES SHALL BE 100% BIODEGRADABLE AND 100% FULLY COMPOSTABLE CERTIFIED. IF STAPLES USED, THEY SHALL BE 0.165" DIAMETER, 8" LONG AND HAVE A 1" CROWN. "T" SHAPED STAPLES SHALL NOT BE PERMITTED.
5. PROVIDE OVERLAPS WHEREVER ONE ROLL OF FABRIC ENDS AND ANOTHER BEGINS WITH THE UPHILL COVERING PLACED ON TOP OF THE DOWNHILL COVERING, AND WHEREVER 2/3 OF COVERING ARE APPLIED SIDE-BY-SIDE.
6. THE TOP OF MATTING SHALL BE BURIED IN A TRENCH WITH TOPSOIL, COMPACTED BY FOOT TAMPING, AND SEEDED.
7. THE DOWNSLOPE END OF EACH MAT SHALL BE BURIED IN A TRENCH AT THE TOE OF THE SLOPE

United States Department of Agriculture
Forest Service

(R02)
ROCKY MOUNTAIN REGION

PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE
EROSION CONTROL MEASURES

DATE: 01/27/2020	
ARCHIVE NO.: D-08_Erosion.Control.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: D-08
DRAWN: M. ALANIZ	
CHECKED: S. BINGHAM	SHEET 14 OF 34
PROJECT NO.:	

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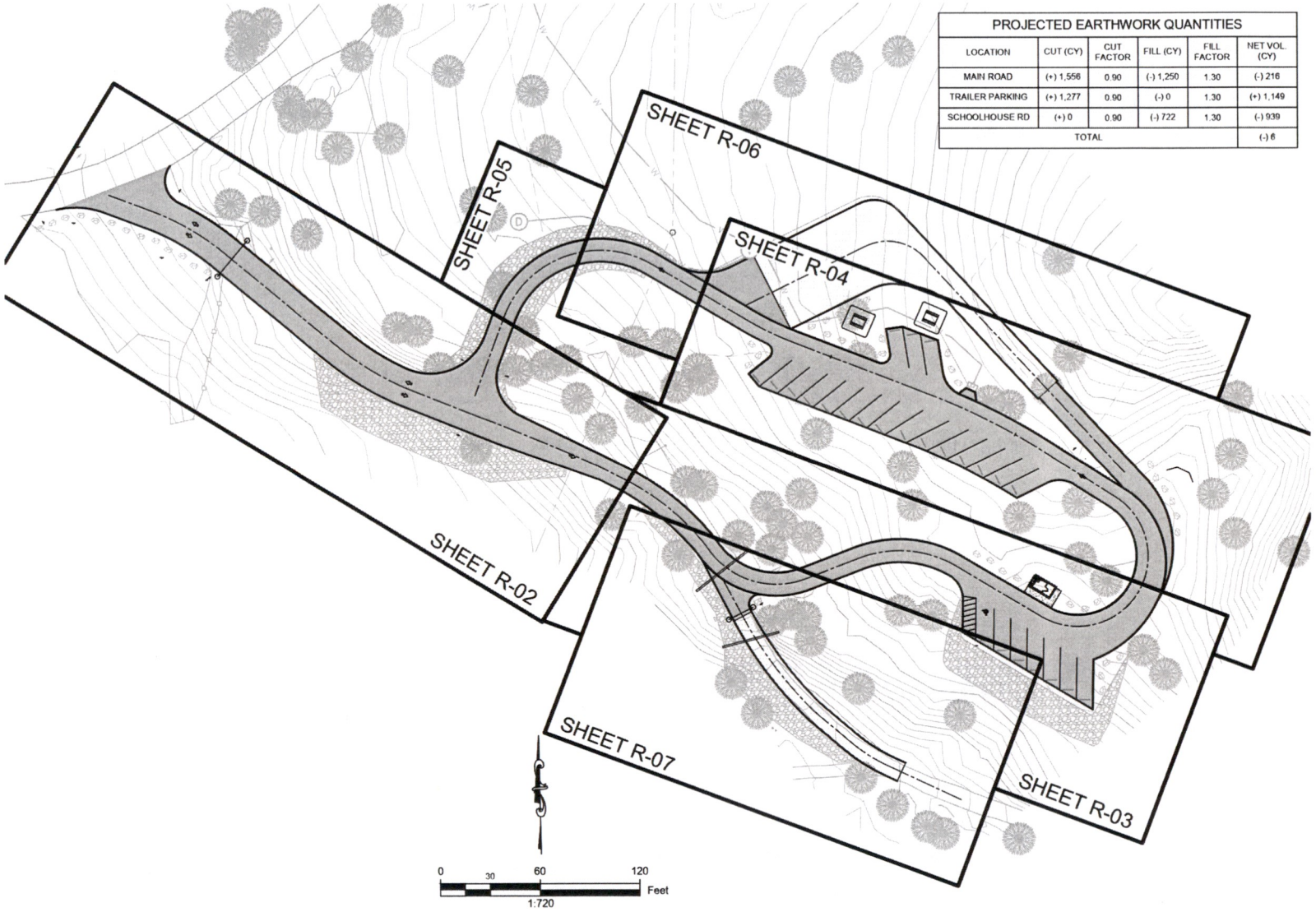

PROJECTED EARTHWORK QUANTITIES					
LOCATION	CUT (CY)	CUT FACTOR	FILL (CY)	FILL FACTOR	NET VOL. (CY)
MAIN ROAD	(+) 1,556	0.90	(-) 1,250	1.30	(-) 216
TRAILER PARKING	(+) 1,277	0.90	(-) 0	1.30	(+) 1,149
SCHOOLHOUSE RD	(+) 0	0.90	(-) 722	1.30	(-) 939
TOTAL					(-) 6

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

ROADWAY OVERVIEW

DATE
1/24/2020

ARCHIVE NO.
R-0X_roads.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

CHECKED
D. FOTHERGILL

PROJECT NO.

DWG SHEET NO.
R-01

SHEET 15 OF 34

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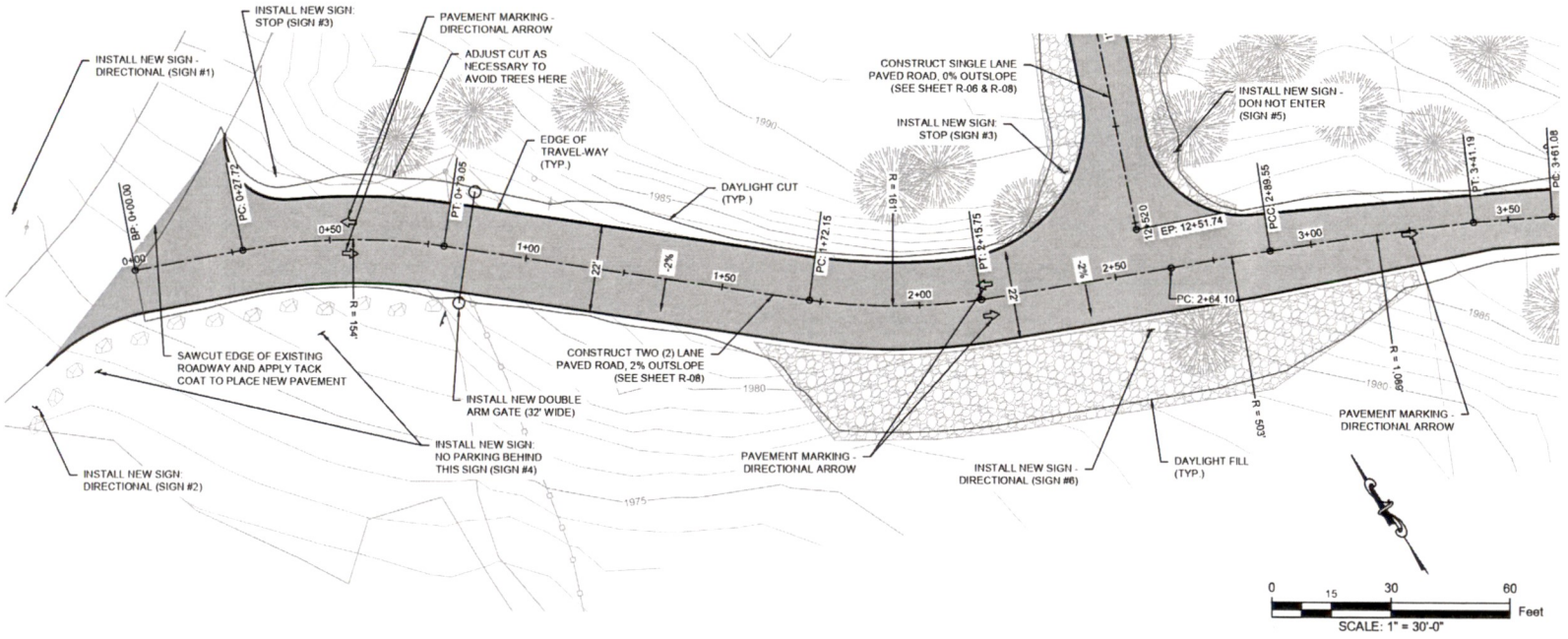

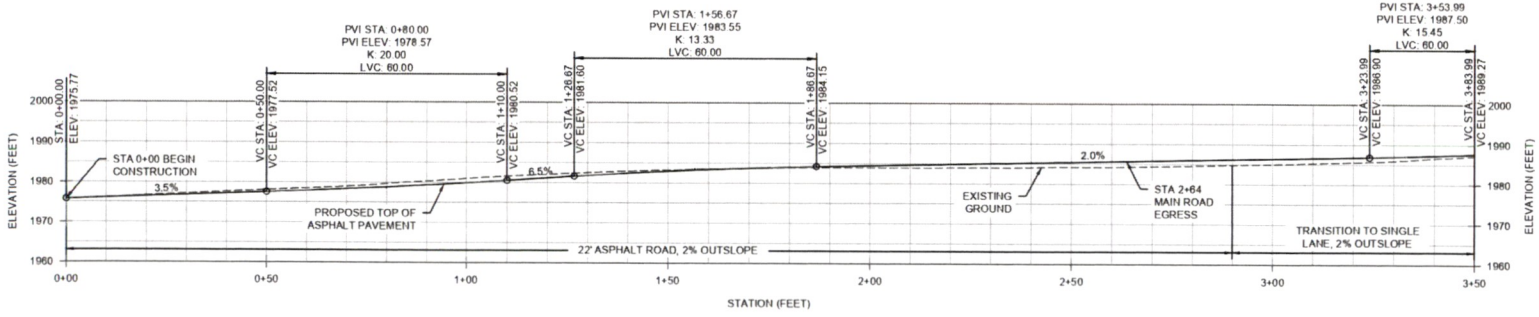

ROADWAY CENTERLINE PROFILE

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

MAIN ROAD PLAN AND PROFILE 0+00 TO 3+50

DATE: 1/24/2020	
ARCHIVE NO.: R-0X_roads.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: R-02
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 16 OF 34
PROJECT NO.:	

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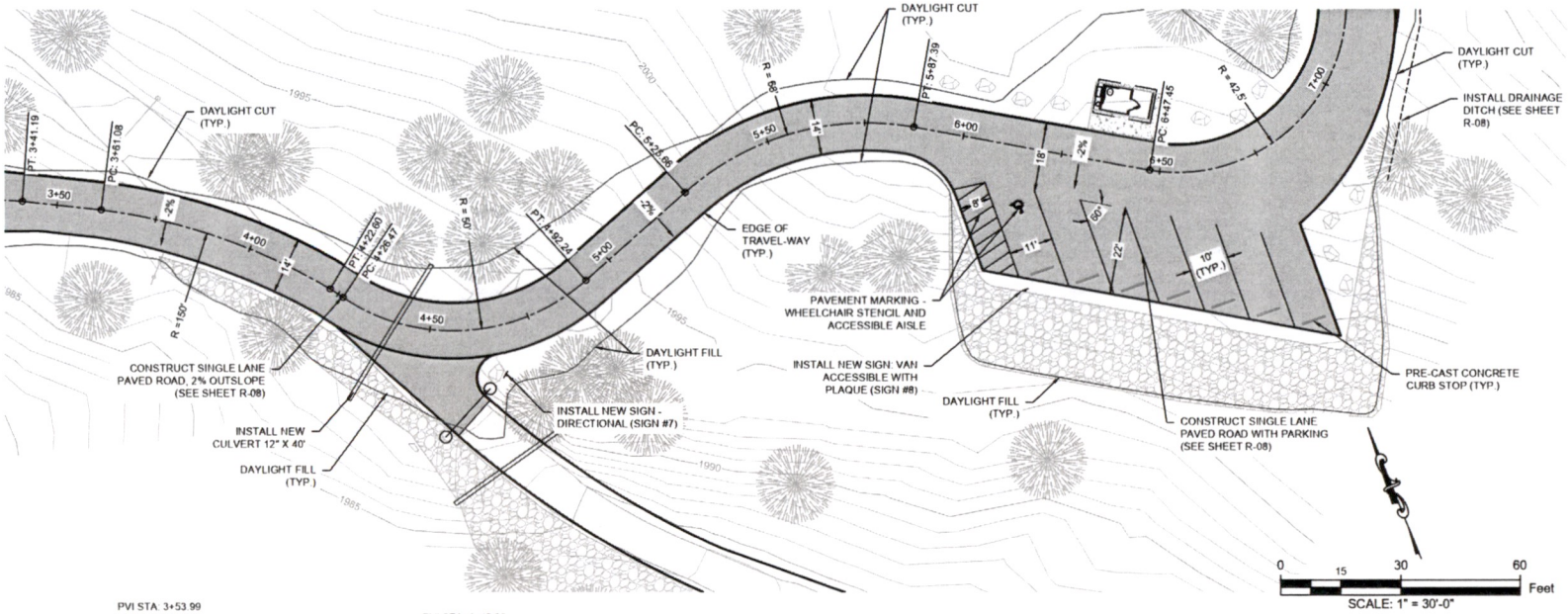
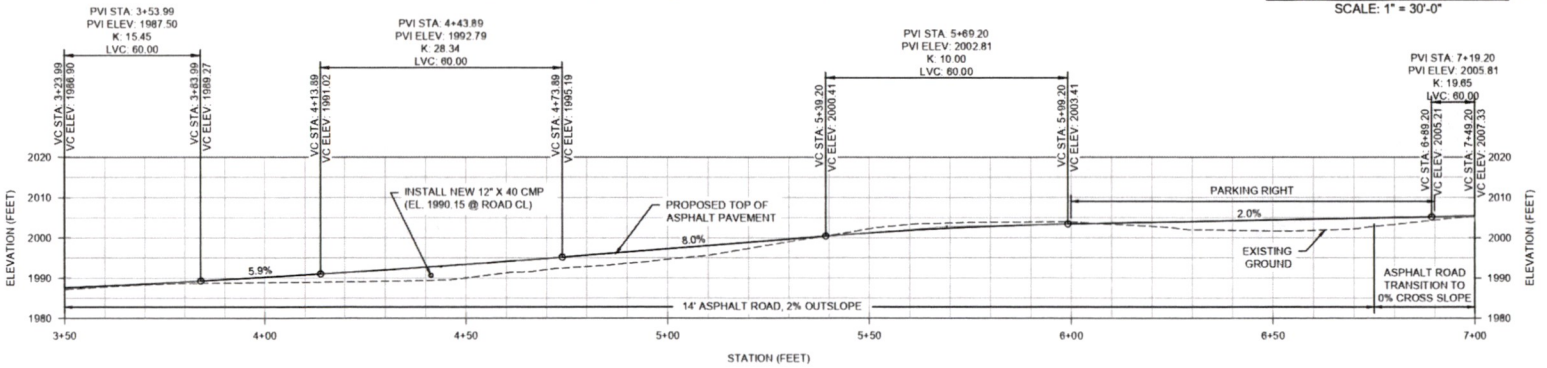




ROADWAY CENTERLINE PROFILE

3/9/20 09:31 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPARR-0X_ROADS.DWG;

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

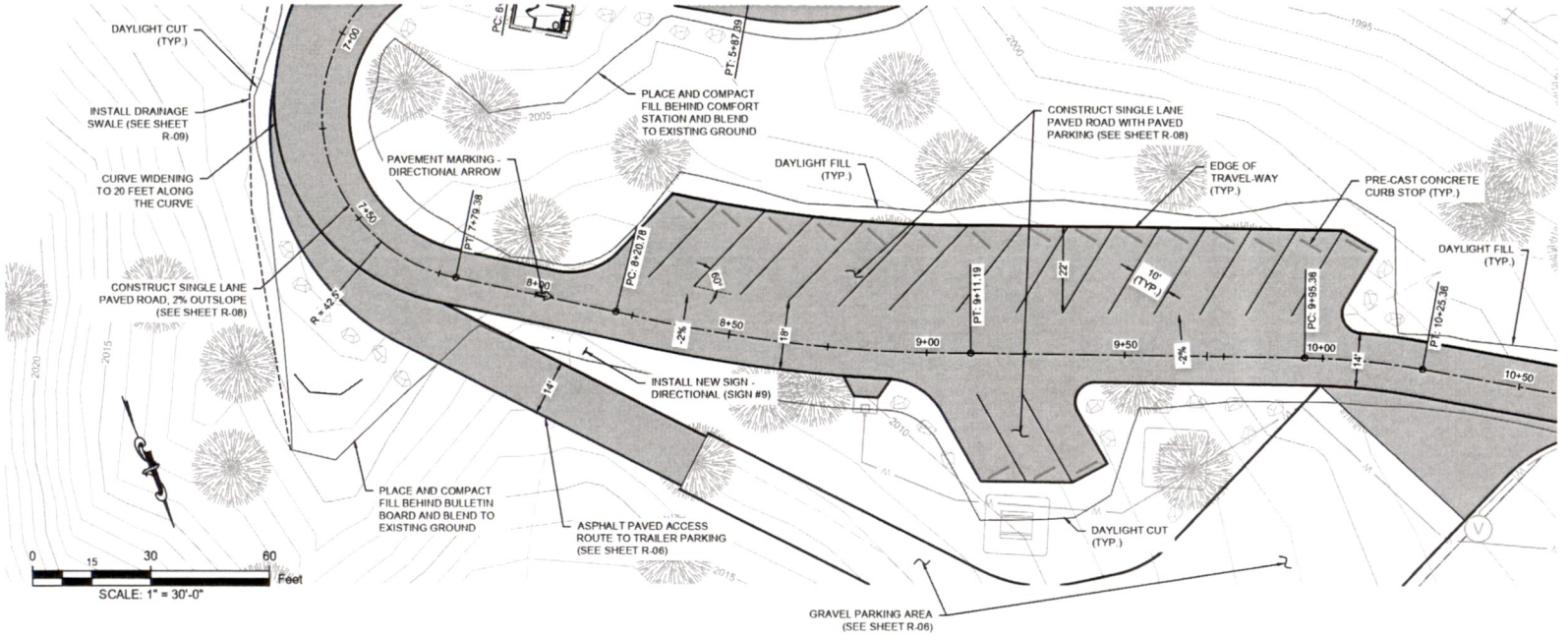
PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

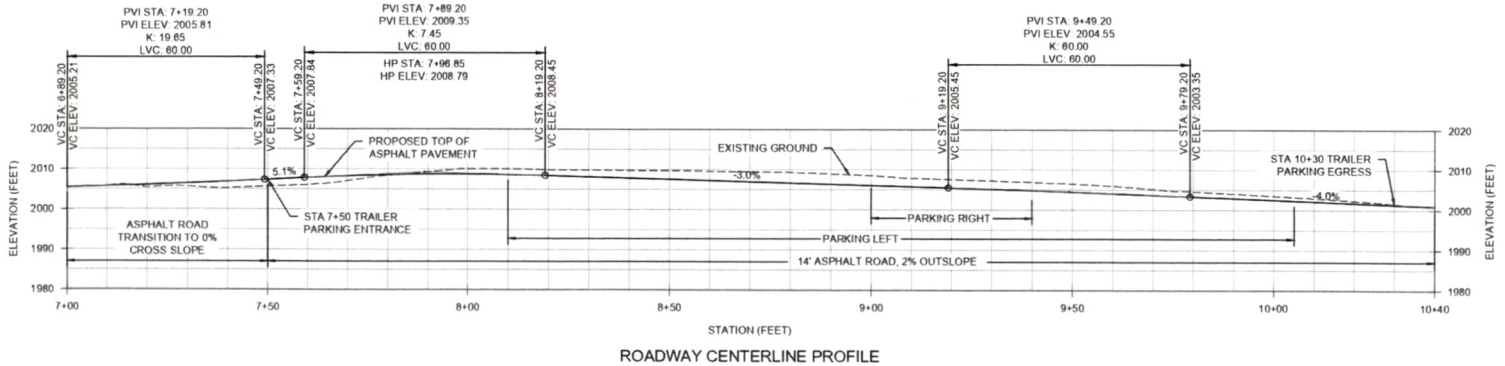
PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE
MAIN ROAD PLAN AND PROFILE 3+50 TO 7+00

DATE: 1/24/2020	
ARCHIVE NO.: R-0X_roads.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: R-03
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 17 OF 34
PROJECT NO.	





ROADWAY CENTERLINE PROFILE

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United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

MAIN ROAD PLAN AND PROFILE 7+00 TO 10+40

DATE
1/24/2020

ARCHIVE NO.
R-0X_roads.dwg

DESIGNER
M. ALANIZ

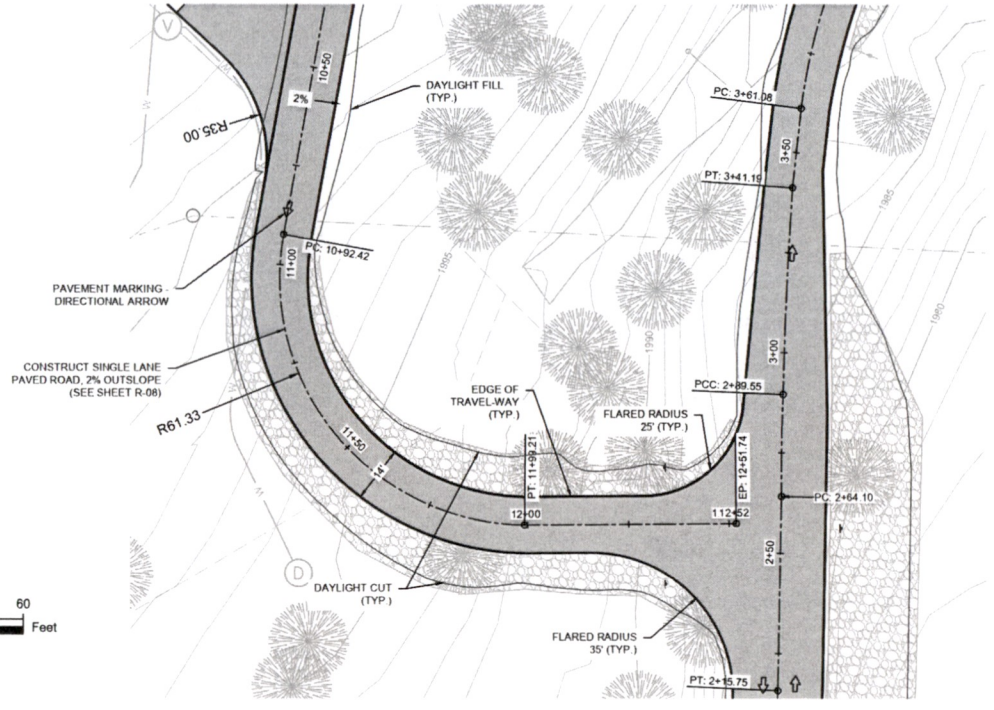
DRAWN
M. ALANIZ

CHECKED
D. FOTHERGILL

PROJECT NO.

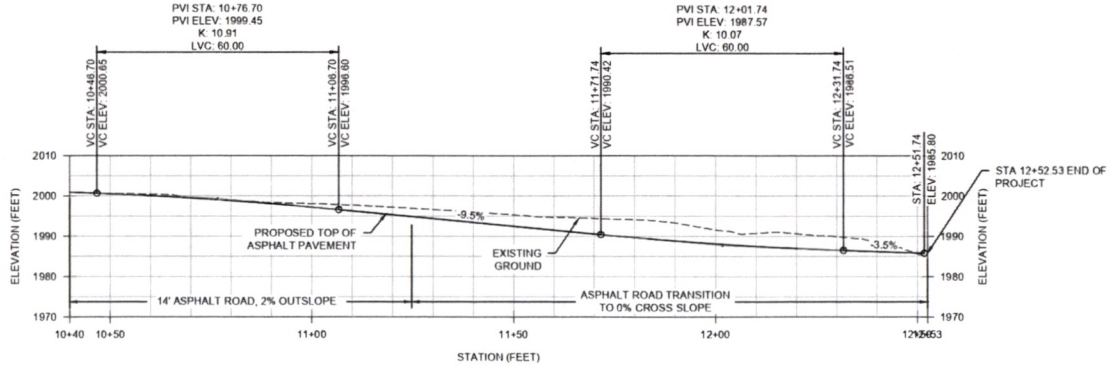
DWG SHEET NO.
R-04

SHEET 18 OF 34



0 15 30 60 Feet

SCALE: 1" = 30'-0"



ROADWAY CENTERLINE PROFILE

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United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

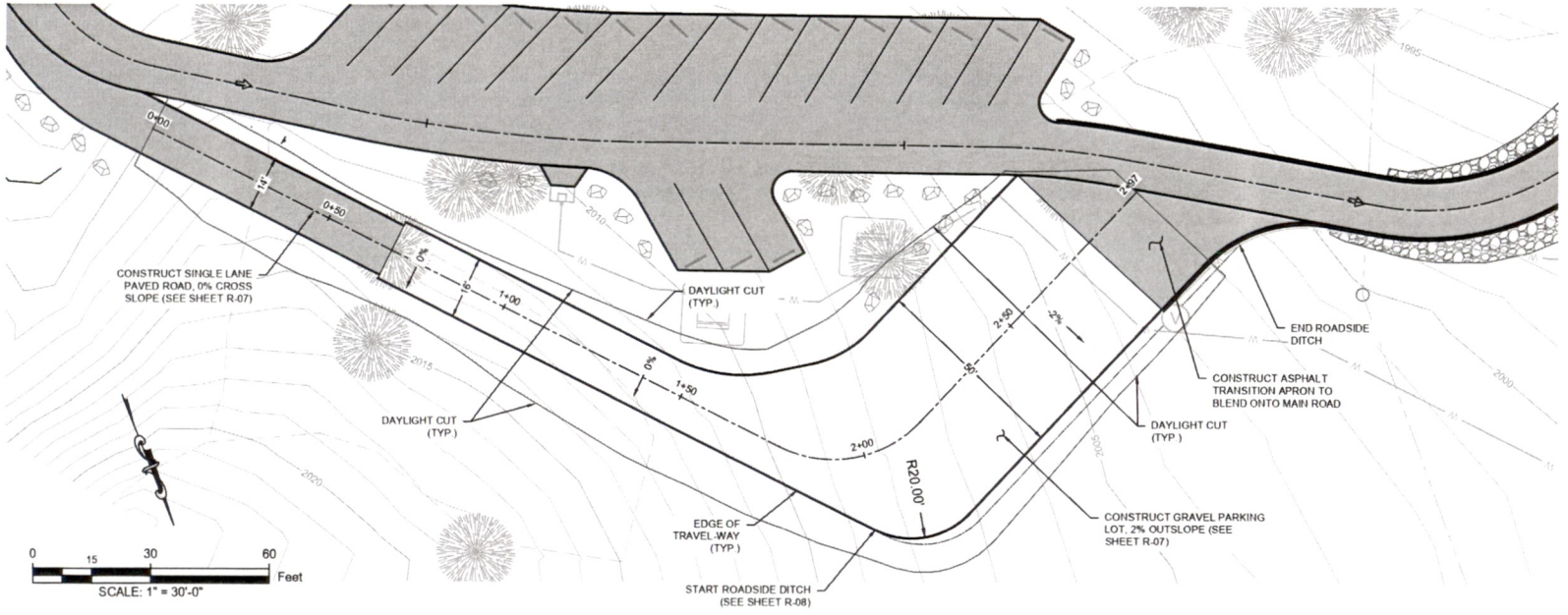
PRESCOTT NATIONAL FOREST

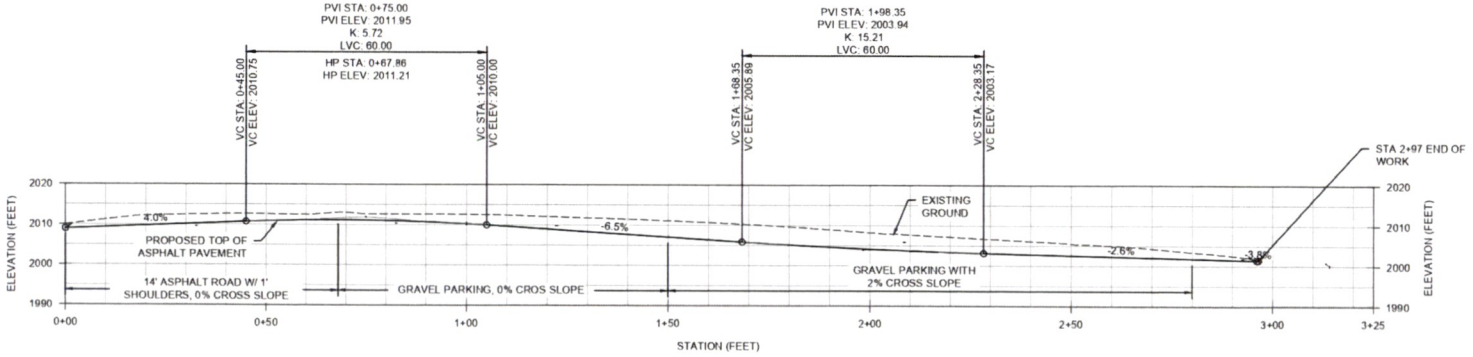
BRADSHAW RANGER DISTRICT

DRAWING TITLE

MAIN ROAD PLAN AND PROFILE 10+40 TO 12+53

DATE: 1/24/2020	
ARCHIVE NO.: R-0X_roads.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: R-05
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 19 OF 34
PROJECT NO.	





TRAILER PARKING CENTERLINE PROFILE

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

TRAILER PARKING ROAD PLAN AND PROFILE 0+00 TO 3+80

DATE: 1/24/2020	
ARCHIVE NO.: R-0X_roads.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO: R-06
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 20 OF 34
PROJECT NO.	

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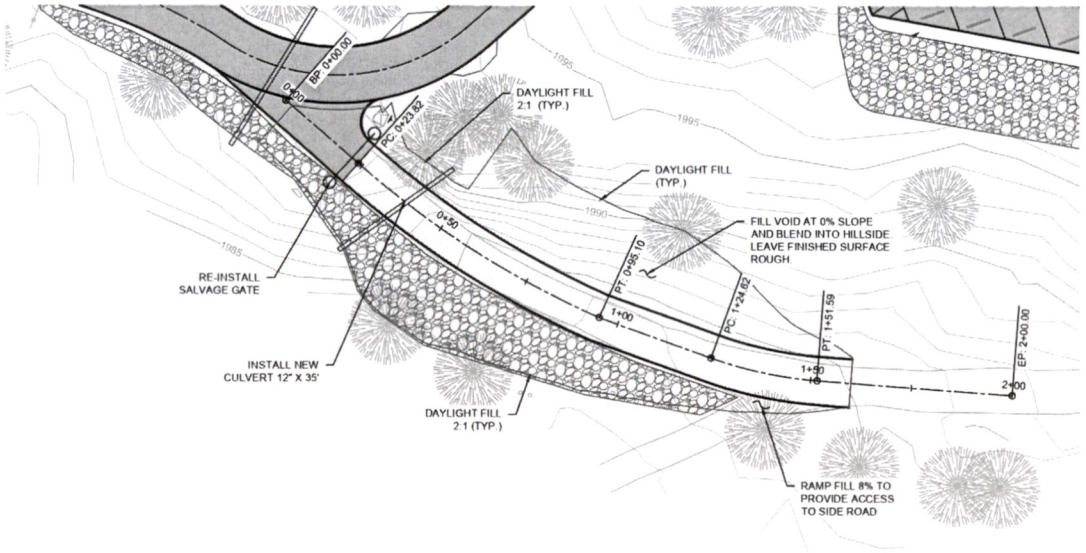

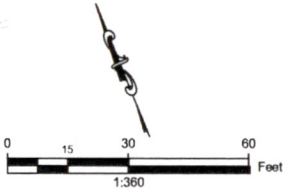

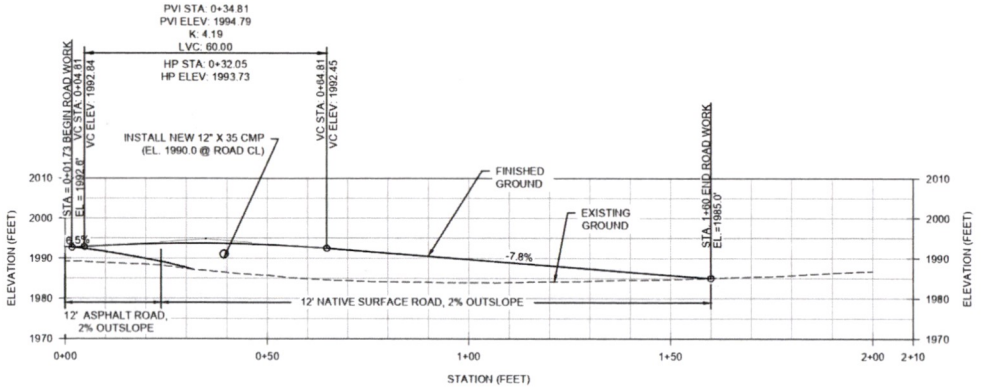

SCHOOLHOUSE ROAD PROFILE

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

MAIN ROAD PLAN AND PROFILE SCHOOLHOUSE ROAD

DATE: 01/27/2020	
ARCHIVE NO.: R-0X_roads.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: R-07
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 21 OF 34
PROJECT NO.:	

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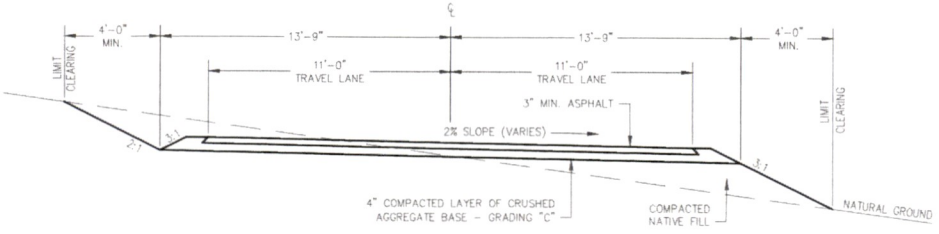
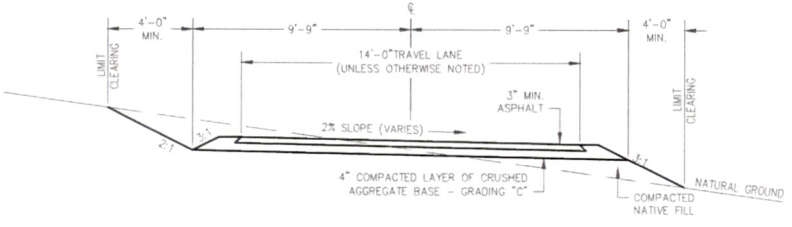
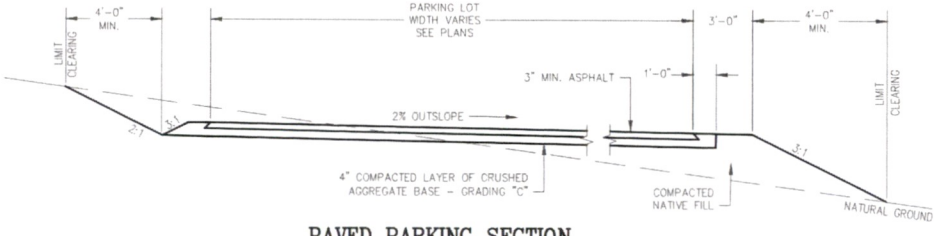


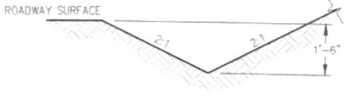
TYPICAL TWO-LANE 2% PAVED ROAD SECTION



TYPICAL ONE-LANE 2% PAVED ROAD SECTION



PAVED PARKING SECTION



DITCH SECTION

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

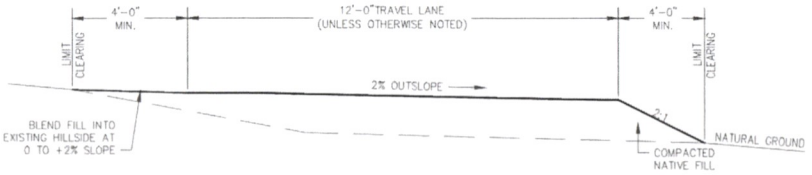
PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE
TYPICAL ROADWAY SECTIONS

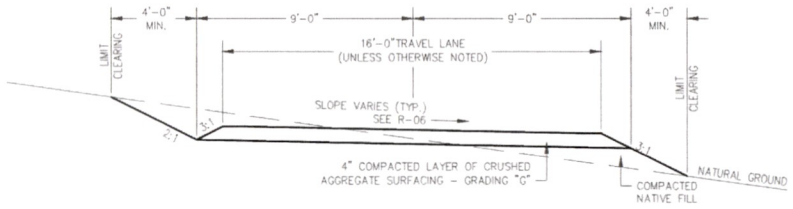
DATE: 1/28/2020	
ARCHIVE NO.: R-0X_TypicalRdDetails.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: R-08
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 22 OF 34
PROJECT NO.:	

3/3/20 08:08 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPAR\R-0X_TYPICALRDDETAILS.DWG;

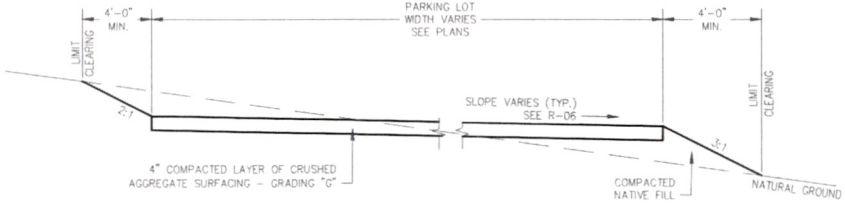


TYPICAL ONE-LANE NATIVE ROAD SECTION

NOTE: FILL ALONG THE CREEK SIDE OF THE ROAD SHALL NOT BE FLATTER THAN 2:1, IN ORDER TO KEEP FILL OUT OF THE CREEK



TYPICAL ONE-LANE GRAVEL ROAD SECTION

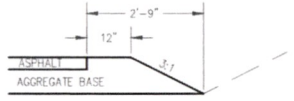


GRAVEL PARKING SECTION

ROADWAY TEMPLATE – MAIN ROAD AND PARKING AREA		
BEGINNING STATION	ENDING STATION	ROADWAY SECTION
0+00	3+04	TWO-LANE PAVED
3+04	3+72	TRANSITION TO SINGLE LANE, PAVED
3+72	6+00	SINGLE LANE PAVED
6+00	6+90	SINGLE LANE PAVED WITH PARKING RIGHT
6+75	7+50	SINGLE LANE PAVED WITH 0 PERCENT CROSS SLOPE
7+50	8+10	SINGLE LANE PAVED
8+10	10+05	SINGLE LANE PAVED WITH PARKING LEFT AND RIGHT (SEE PLANS)
10+05	11+25	SINGLE LANE PAVED
11+25	12+53	SINGLE LANE PAVED WITH 0 PERCENT CROSS SLOPE

ROADWAY TEMPLATE – TRAILER PARKING AREA		
BEGINNING STATION	ENDING STATION	ROADWAY SECTION
0+00	0+68	SINGLE-LANE PAVED
0+68	1+50	SINGLE LANE GRAVEL
1+50	2+94	GRAVEL PARKING AREA, TRANSITION TO 3% OUTSLOPE
2+80	2+97	PAVED APRON AGAINST MAIN ROAD

ROADWAY TEMPLATE – SCHOOLHOUSE ROAD		
BEGINNING STATION	ENDING STATION	ROADWAY SECTION
0+00	0+24	SINGLE-LANE PAVED
0+24	1+80	SINGLE-LANE NATIVE



TYPICAL SHOULDER

GENERAL NOTES:

1. TRANSITIONS BETWEEN CROSS SECTIONS SHALL BE GRADUAL. EXACT STATIONING FOR CROSS SECTIONS IS SHOWN FOR REFERENCE ONLY.
2. ALL EXCAVATED BOULDERS SHALL BE PLACED AS DESIGNATED BY THE CONTRACTING OFFICER.
3. ALL BASE AND ASPHALT DEPTHS SHOWN ARE COMPACTED DEPTHS.
4. NEATLY PLACE ANY EXCAVATED ROCK TO ARMOR FILL SLOPES FROM EROSION AND FOOT TRAFFIC AS DIRECTED.
5. WHERE NO DITCH IS INDICATED ON THE PLAN AND PROFILE DRAWINGS, ENSURE THAT WATER WILL NOT POND ALONG THE EDGE OF THE ROAD. GRADE EDGE OF ROAD SO WATER WILL SHEET FLOW ACROSS THE ROAD.
6. THE 3:1 FILLSLOPES MAY BE FLATTENED TO AS MUCH AS 5:1 TO WASTE ADDITIONAL MATERIAL ONSITE.

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

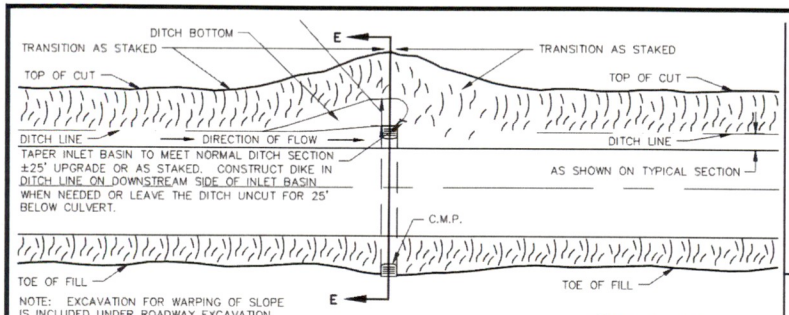
TYPICAL ROADWAY SECTIONS

DATE
1/28/2020

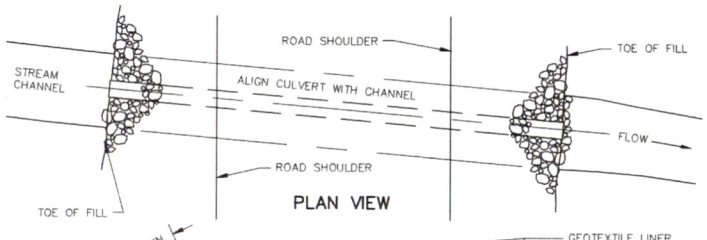
ARCHIVE NO.
R-0X_TypicalRdDetails.dwg

DESIGNER	DWG SHEET NO.
M. ALANIZ	R-09
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	
PROJECT NO.	SHEET 23 OF 34

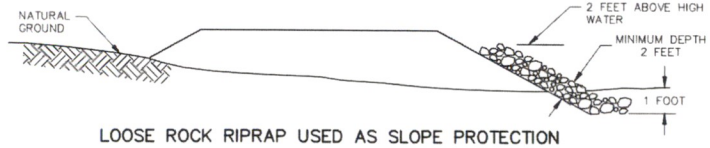
3/9/20 09:06 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPARR-0X_TYPICALRDDETAILS.DWG



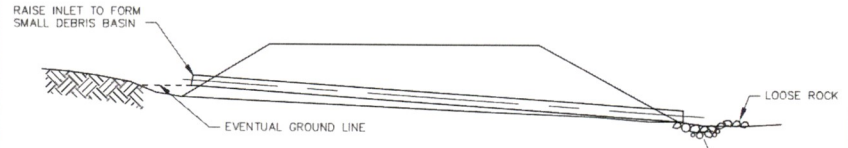
SECTION E–E
TYPICAL CULVERT INSTALLATION



CROSS SECTION
STREAM CHANNEL CULVERT

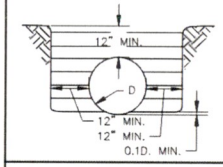


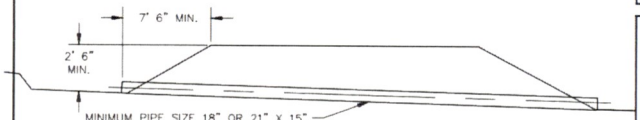
LOOSE ROCK RIPRAP USED AS SLOPE PROTECTION



THROUGH FILL CULVERT
IN INTERMITTENT DRAINAGE

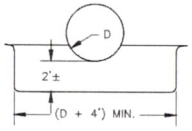
TRENCHING



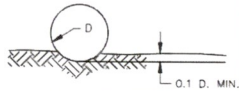


FLAT DITCH SECTION

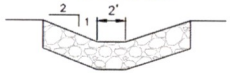
YIELDING FOUNDATION



TYPICAL BEDDING DETAIL

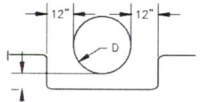


DITCH NOTES



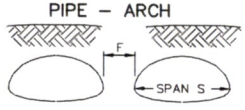
WHERE SHOWN ON THE DRAWINGS, CONSTRUCT TRAPEZOIDAL DITCH. NEW DITCH SHALL BE 2 FEET WIDE AT BOTTOM, WITH 2:1 CHANNEL SLOPES CATCHING AT EXISTING GROUND. PLACE RIPRAP, AT 18 INCH THICKNESS.

ROCK FOUNDATION



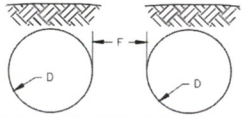
HALF-INCH PER FOOT OF FILL ABOVE TOP OF PIPE, 12" MIN. OR 3/4 D MAX.

PIPE – ARCH



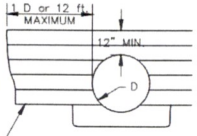
SPAN "S"	"F"
UP TO 24"	12" MIN.
24" TO 108"	1/3 "S" MIN.
108" TO 189"	36" MIN.

ROUND PIPES



DIAMETER "D"	"F"
UP TO 24"	12" MIN.
24" TO 72"	1/2 "D" MIN.
72" TO 108"	36" MIN.

TYPICAL BACKFILL DETAIL



SIX-INCH COMPACTED LAYERS TO DENSITY CALLED FOR IN THE SPECIFICATIONS.

BEDDING SHALL BE SUITABLE MATERIAL, UNIFORMALY COMPACTED, AND SHAPED TO FIT THE BOTTOM OF THE PIPE.

GENERAL NOTES

CAMBER: PIPES SHALL BE CAMBERED AS NECESARY TO COMPENSATE FOR ANY ANTICIPATED SETTLEMENT IN THE FOUNDATION OR BED. NORMALLY, CAMBER IS 1% OF THE PIPE LENGTH BUT NOT TO EXCEED 3/4 DIAMETER OF THE PIPE. CAMBER SHALL BE ON A PARABOLIC CURVE, WITH NO POINT ALONG THE INVERT BEING HIGHER THAN THE INVERT AT THE INLET.

FILL: A MINIMUM OF 1'0" OF COVER WILL BE REQUIRED OVER GALVANIZED STEEL PIPE. A MINIMUM FLOW GRADE OF 2% WILL BE USED IN ANY INSTALLATION, PREFERRED FLOW GRADE OF 8% WILL BE USED WHERE POSSIBLE.

TREATMENT OF DAMAGED SPELTER: THE DAMAGED OR CORRODED ENDS OF EXISTING METAL PIPE TO BE EXTENDED SHALL BE REMOVED. IF THE DAMAGED END IS FLAME CUT, THE BURNED SPELTER ON THE GALVANIZED PIPE SHALL BE WIRE BRUSHED TO CLEAN METAL, AND THE AREA SHALL BE PAINTED WITH TWO COATS OF PAINT, HIGH IN ZINC CONTENT, FOR REPAIR OF THE GALVANIZED SURFACES.

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE
CULVERT INSTALLATION DETAILS

DATE
01/27/2020

ARCHIVE NO.
R-0X_Culvert.Installation.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

CHECKED
S. BINGHAM

PROJECT NO.

DWG SHEET NO.
R-10

SHEET 25 OF 34

3/8/28 09:06 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPARR-0X_CULVERT.INSTALLATION.DWG

0 30 60 120 Feet
1:720

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

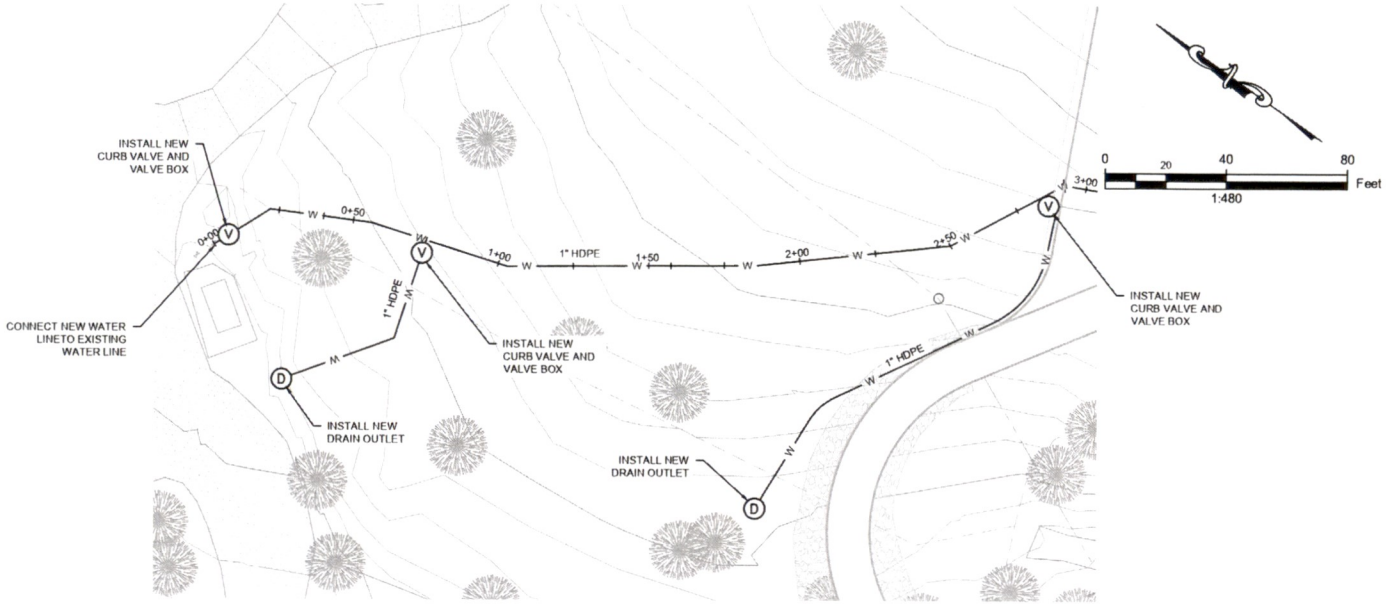
PRESCOTT NATIONAL FOREST

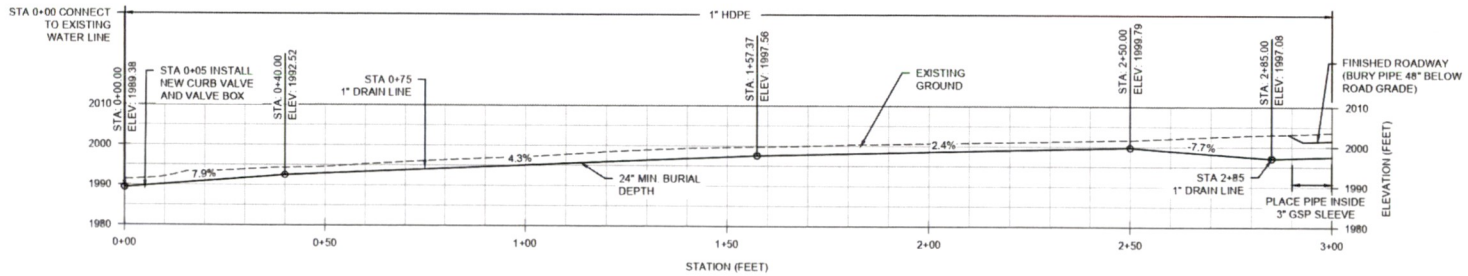
BRADSHAW RANGER DISTRICT

DRAWING TITLE
WATERLINE OVERVIEW

DATE: 10/24/2019	
ARCHIVE NO.: W-0X_WaterlineOverview.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: W-01
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 25 OF 34
PROJECT NO.:	

3/9/20 09:23 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPARW-0X_WATERLINEOVERVIEW.DWG;





WATERLINE PROFILE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

WATERLINE PLAN AND PROFILE

DATE: 10/24/2019	
ARCHIVE NO.: W-0X_WaterlineOverview.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: W-02
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 26 OF 34
PROJECT NO.:	

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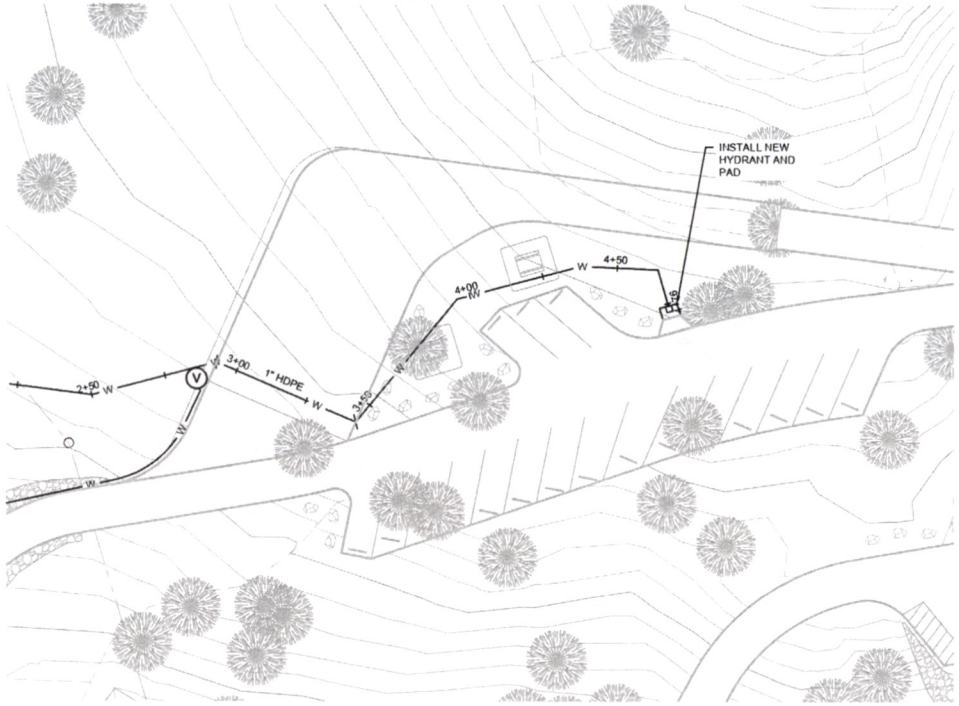
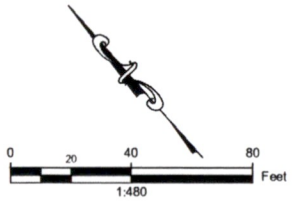
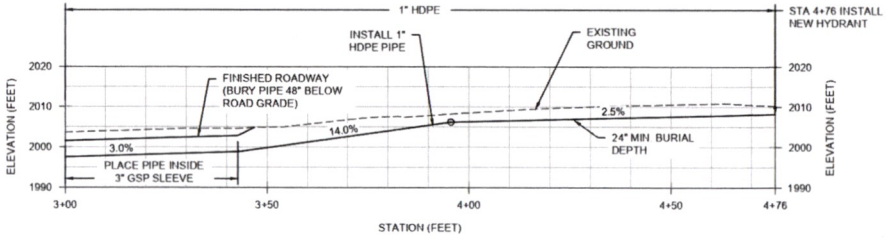






WATERLINE PROFILE

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

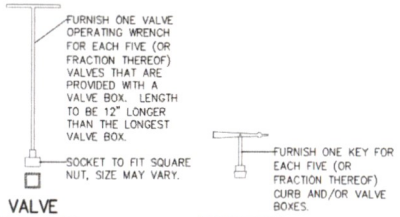
WATERLINE PLAN AND PROFILE

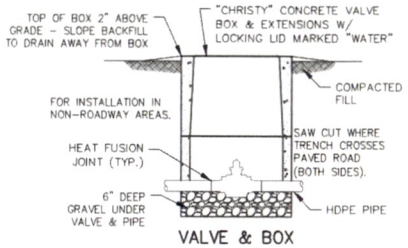
DATE
10/24/2019

ARCHIVE NO.
W-0X_WaterlineOverview.dwg

DESIGNER	DWG SHEET NO.
M. ALANIZ	W-03
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	
PROJECT NO.	SHEET 27 OF 34

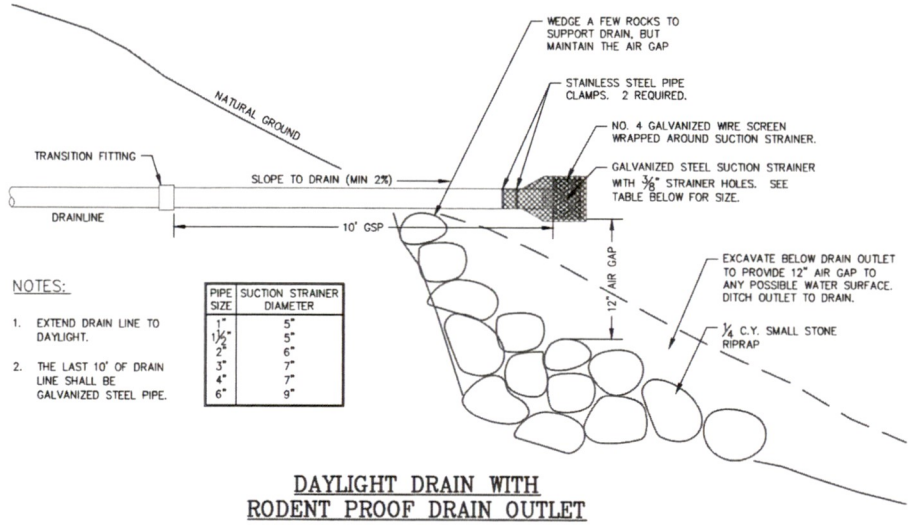
3/8/20 09:23 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPAR\W-0X_WATERLINEOVERVIEW.DWG;





VALVE & BOX
(FOR NON-ROADWAY AREAS)

POLY VALVES AND CURB BOXES



NOTES:

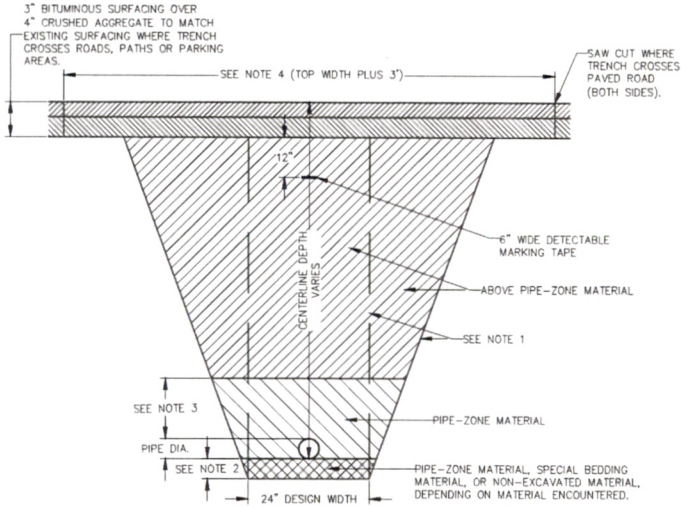
1. EXTEND DRAIN LINE TO DAYLIGHT.
2. THE LAST 10' OF DRAIN LINE SHALL BE GALVANIZED STEEL PIPE.

PIPE SIZE	SUCTION STRAINER DIAMETER
1"	5"
1½"	5"
2"	6"
3"	7"
4"	7"
6"	9"

DAYLIGHT DRAIN WITH RODENT PROOF DRAIN OUTLET

TRENCHING NOTES:

1. WALLS SHALL BE VERTICAL FOR TRENCHES LESS THAN 5'-0" DEEP AT CENTERLINE. FOR DEPTHS GREATER THAN 5'-0", THE WALLS SHALL BE LAID BACK TO MEET APPLICABLE SAFETY STANDARDS.
2. IF BOTTOM OF TRENCH IS UNSATISFACTORY BEDDING MATERIAL, A MINIMUM OF 6" OF PIPE-ZONE MATERIAL OR IMPORTED SPECIAL BEDDING SHALL BE USED DEPENDING ON MATERIAL ENCOUNTERED. IF SOIL IS OF A UNIFORM TEXTURE MEETING PIPE-ZONE MATERIAL SPECIFICATIONS, THIS NEED NOT BE EXCAVATED. IF FOR SEWERLINE, ROUND TRENCH SO BOTTOM HALF OF CIRCUMFERENCE OF THE PIPE WILL REST ON UNDISTURBED SOIL.
3. REQUIRED DEPTH OF BEDDING VARIES WITH TYPE OF PIPE. SEE SPECIFICATIONS TO DETERMINE IF OTHER THAN 12" IS REQUIRED OVER TOP OF PIPE.
4. IN AREAS WHERE TRENCH RESURFACING IS REQUIRED, THIS INDICATES MAXIMUM PAY WIDTH ALLOWED.
5. UTILITY LINES SHALL BE BURIED THE FOLLOWING MINIMUM DEPTH BELOW FINISH GRADE (UNLESS OTHERWISE NOTED).
   - WATERLINES – 60 INCHES (84 INCHES UNDER ROADWAYS, SEE SHEET W1)
   - SEWERLINES – 30 INCHES
   - LPG LINES – 18 INCHES
   - ALL OTHER – 30 INCHES
6. WRAP ALL BURIED, NON-METALLIC PIPE WITH TRACER WIRE. WHERE POSSIBLE, ATTACH TRACER WIRE TO OBJECTS OR STRUCTURES ABOVE GRADE (SEE SPECIFICATION SECTION 312000).



TRENCH CROSS SECTION

NOT TO SCALE

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE
DAYLIGHT DRAIN, TRENCH SECTION, AND WATER VALVE DETAILS

DATE
10/23/2019

ARCHIVE NO.
W-0X_Waterline.trench.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

CHECKED
D. FOTHERGILL

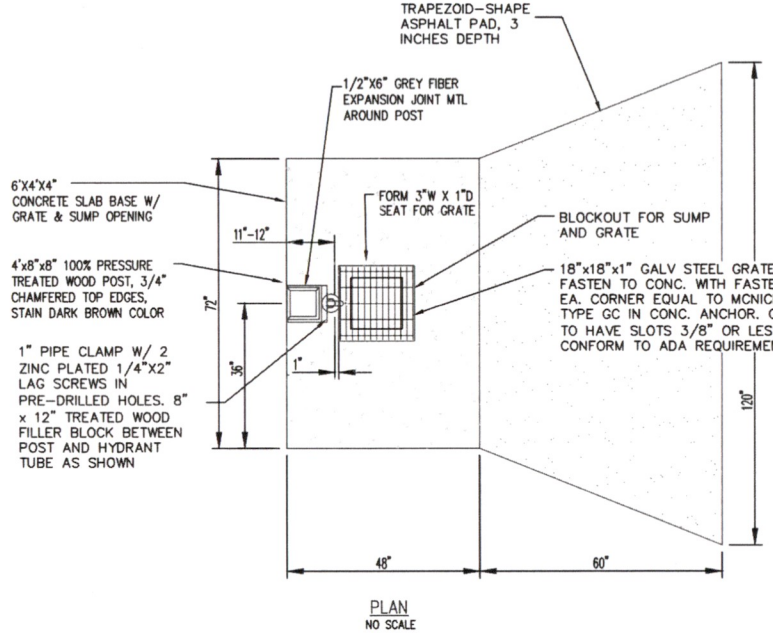
PROJECT NO.

DWG SHEET NO.
W-04

SHEET 28 OF 34

3/8/20 08:24 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPARW-0X_WATERLINE.TRENCH.DWG;

NOTES:
CONNECT TO NEW WATER SUPPLY LINE



PLAN
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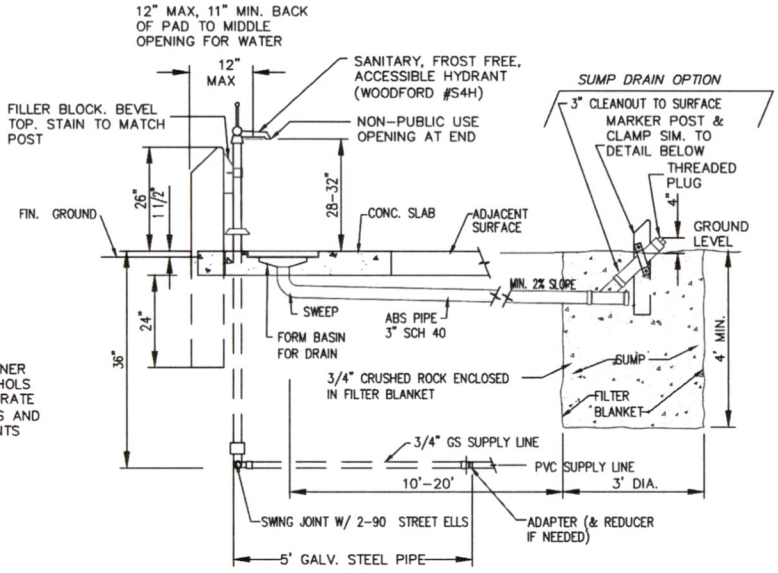
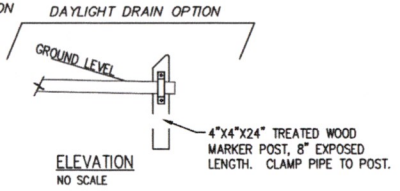


NOTE: UTILIZE DAYLIGHT DRAIN OPTION UNLESS OTHERWISE NOTED ON PLAN



ELEVATION
NO SCALE

3/9/20 08:18 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPARW-0X_WATERHYDRANT.DWG;

USDA FOREST SERVICE
United States Department of Agriculture
Forest Service

R6
PACIFIC NORTHWEST REGION

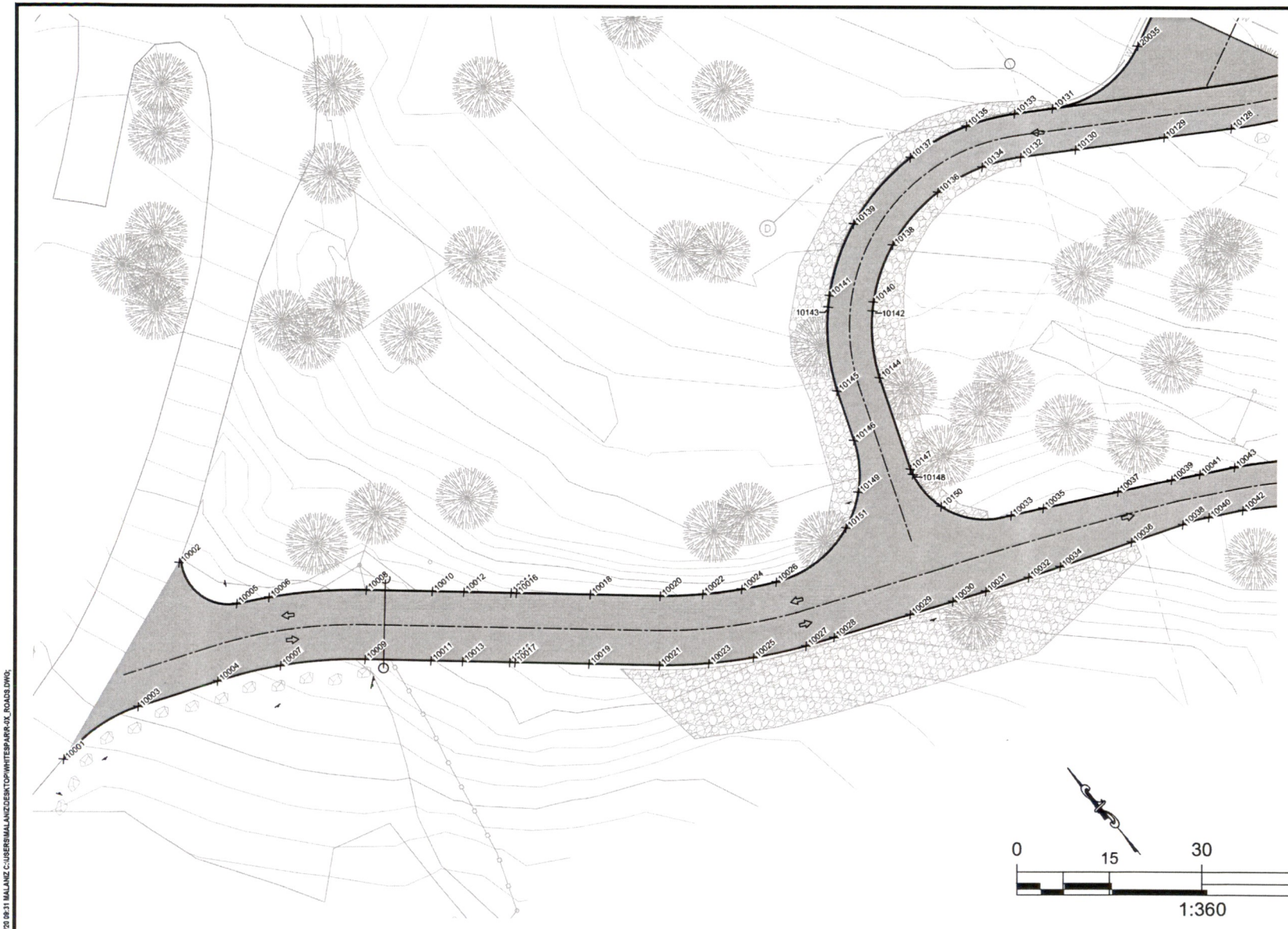
PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE
HYDRANT WITH POST, FRAME AND GRATE

DATE: 1/27/2020	
ARCHIVE NO.: W-0X_WaterHydrant.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: W-05
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 29 OF 34
PROJECT NO.:	



USDA

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

ROADWAY CONSTRUCTION STAKEOUT PLAN

DATE
3/9/2020

ARCHIVE NO.
R-0X_roads.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

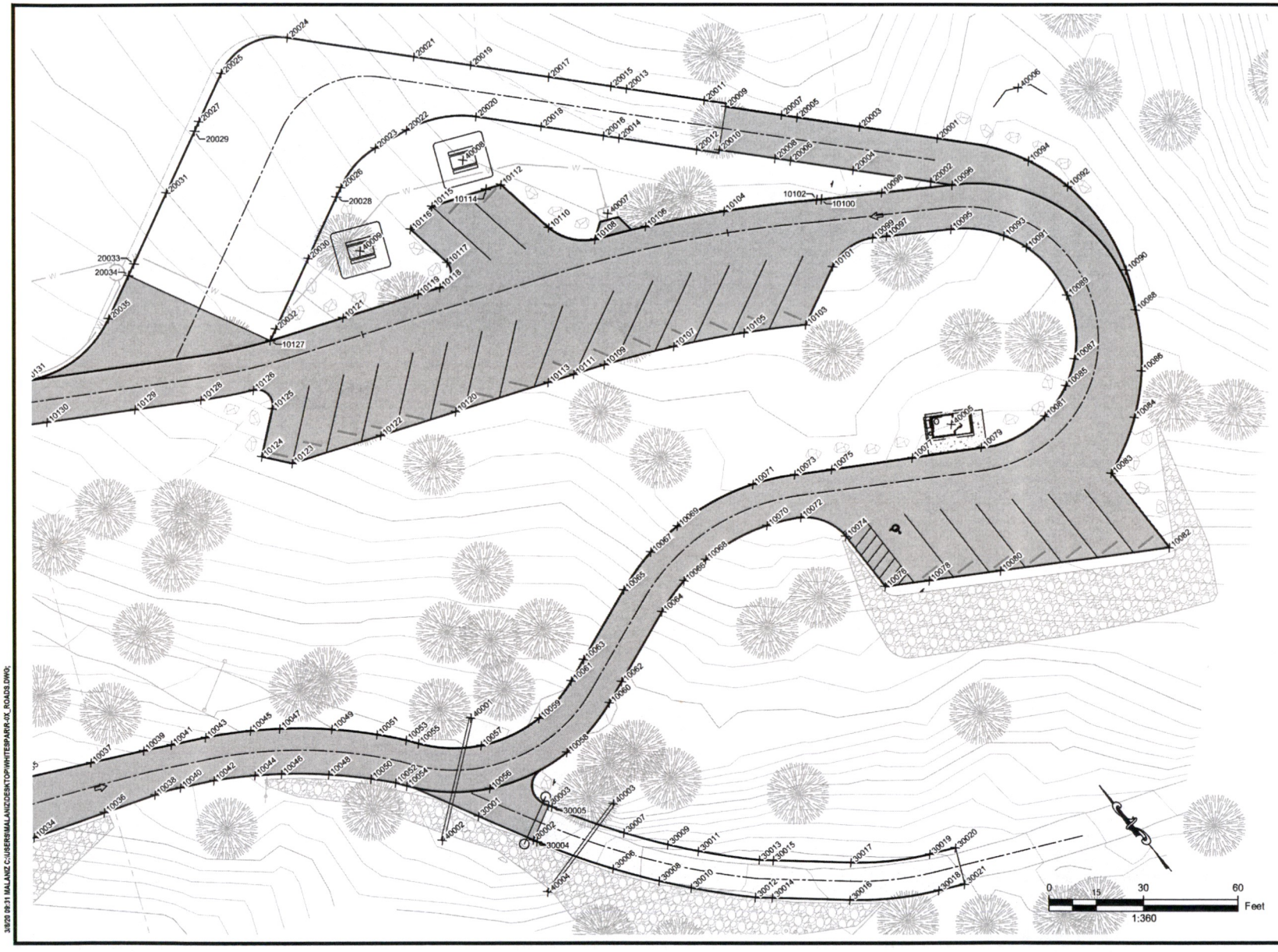
CHECKED
D. FOTHERGILL

PROJECT NO.

DWG SHEET NO.
CS-01

SHEET 30 OF 34

3/6/20 08:31 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPAR\R-0X_ROADS.DWG;



USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

ROADWAY CONSTRUCTION STAKEOUT PLAN

DATE: 3/9/2020	
ARCHIVE NO.: R-0X_roads.dwg	
DESIGNER: M. ALANIZ	DWG SHEET NO.: CS-02
DRAWN: M. ALANIZ	
CHECKED: D. FOTHERGILL	SHEET 31 OF 34
PROJECT NO.:	

3/9/20 09:31 M:\ALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPAR\R-0X_ROADS.DWG;

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
10001	4830.00	4605.43	1973.76	ER
10002	4854.37	4673.63	1978.51	ER
10003	4827.49	4634.32	1975.59	ER
10004	4817.63	4658.90	1976.52	ER @ PC
10005	4832.67	4679.35	1977.40	ER
10006	4827.60	4688.52	1977.74	ER @ BVC
10007	4808.57	4677.47	1977.30	ER @ BVC
10008	4809.53	4713.81	1978.97	ER @ PT
10009	4792.91	4699.39	1978.53	ER @ PT
10010	4795.80	4729.63	1980.12	ER
10011	4779.18	4715.21	1979.68	ER
10012	4789.25	4737.18	1980.74	ER @ EVC
10013	4772.63	4722.76	1980.30	ER @ EVC
10014	4779.41	4748.51	1981.72	ER
10015	4762.80	4734.09	1981.28	ER
10016	4778.32	4749.77	1981.82	ER @ BVC
10017	4761.70	4735.36	1981.38	ER @ BVC
10018	4763.03	4767.39	1983.14	ER
10019	4746.41	4752.98	1982.70	ER
10020	4748.57	4784.06	1984.00	ER @ PC
10021	4731.84	4769.76	1983.57	ER @ PC
10022	4740.39	4794.73	1984.37	ER @ EVC
10023	4722.35	4782.13	1983.93	ER @ EVC
10024	4733.71	4805.19	1984.64	ER
10025	4714.69	4794.13	1984.20	ER
10026	4728.45	4815.07	1984.88	ER
10027	4706.83	4809.37	1984.52	ER
10028	4703.23	4817.89	1984.70	ER
10029	4693.54	4840.95	1985.20	ER
10030	4688.05	4853.95	1985.48	ER @ PC
10031	4683.83	4864.00	1985.70	ER
10032	4678.45	4877.23	1985.99	ER @ PCC
10033	4697.07	4885.58	1986.40	ER @ PCC
10034	4674.70	4887.11	1986.21	ER
10035	4692.32	4894.81	1986.60	ER
10036	4666.31	4909.40	1986.72	ER @ BVC
10037	4681.24	4916.33	1987.05	ER @ BVC
10038	4660.16	4925.39	1987.19	ER @ PT
10039	4673.31	4931.73	1987.48	ER @ PT
10040	4656.68	4933.18	1987.50	ER
10041	4669.04	4939.75	1987.78	ER
10042	4651.51	4942.83	1987.94	ER @ PC

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
10043	4663.78	4949.64	1988.23	ER @ PC
10044	4644.27	4953.93	1988.62	ER
10045	4656.13	4962.04	1988.90	ER
10046	4639.16	4960.75	1989.11	ER @ EVC
10047	4650.60	4969.62	1989.40	ER @ EVC
10048	4629.20	4972.25	1990.06	ER
10049	4639.62	4982.31	1990.35	ER
10050	4619.63	4981.60	1990.89	ER @ BVC
10051	4629.18	4992.17	1991.15	ER @ BVC
10052	4613.61	4986.80	1991.40	ER @ PT
10053	4621.84	4998.13	1991.70	ER @ PT
10054	4610.56	4988.90	1991.65	ER @ PC
10055	4618.52	5000.42	1991.93	ER @ PC
10056	4592.81	5008.69	1993.24	ER
10057	4605.13	5015.35	1993.52	ER
10058	4585.96	5034.78	1995.05	ER @ EVC
10059	4599.96	5035.03	1995.33	ER @ EVC
10060	4589.39	5055.30	1996.52	ER @ PT
10061	4602.54	5050.51	1996.80	ER @ PT
10062	4592.06	5062.65	1997.14	ER
10063	4605.22	5057.87	1997.42	ER
10064	4600.83	5086.73	1999.19	ER @ PC
10065	4613.98	5081.94	1999.47	ER @ PC
10066	4603.87	5098.47	2000.27	ER @ BVC
10067	4617.72	5096.32	2000.55	ER @ BVC
10068	4604.59	5108.12	2001.08	ER
10069	4618.60	5108.12	2001.36	ER
10070	4600.40	5130.02	2002.50	ER
10071	4613.37	5135.09	2002.77	ER
10072	4595.43	5139.96	2002.97	ER @ PT
10073	4607.21	5147.24	2003.24	ER @ PT
10074	4581.69	5146.96	2003.15	ER
10075	4600.98	5157.33	2003.55	ER @ EVC
10076	4561.40	5146.21	2003.00	ER
10077	4587.43	5179.28	2004.07	ER
10078	4553.86	5158.21	2003.28	ER
10079	4575.81	5198.35	2004.52	ER @ PC
10080	4541.62	5177.71	2003.73	ER @ PC
10081	4570.49	5220.20	2005.06	ER
10082	4512.88	5223.46	2003.89	ER
10083	4543.01	5224.58	2004.53	ER
10084	4551.89	5241.76	2004.87	ER @ BVC

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
10085	4573.65	5231.57	2005.35	ER @ BVC
10086	4561.84	5253.02	2005.46	ER
10087	4578.49	5239.20	2005.46	ER
10088	4578.12	5264.19	2005.90	ER
10089	4595.69	5250.55	2006.25	ER
10090	4589.86	5270.15	2006.26	ER
10091	4615.66	5250.62	2007.33	ER @ EVC
10092	4622.18	5273.20	2007.33	ER @ EVC
10093	4623.09	5247.52	2007.68	ER @ BVC
10094	4636.40	5268.85	2008.24	ER @ BVC
10095	4635.52	5235.93	2008.44	ER @ PT
10096	4646.10	5245.30	2008.68	ER
10097	4647.00	5218.73	2008.64	ER
10098	4658.64	5226.51	2008.92	ER
10099	4649.46	5215.05	2008.61	ER
10100	4669.30	5210.54	2008.59	ER @ EVC
10101	4650.53	5199.44	2008.19	ER
10102	4670.13	5209.29	2008.55	ER @ PC
10103	4641.77	5180.86	2007.53	ER
10104	4686.28	5184.42	2007.67	ER
10105	4652.35	5164.21	2006.88	ER
10106	4698.58	5162.12	2006.92	ER
10107	4663.37	5144.22	2006.13	ER
10108	4705.78	5147.17	2006.43	ER
10109	4673.03	5123.53	2005.38	ER
10110	4718.08	5138.31	2006.20	ER
10111	4676.91	5114.08	2005.04	ER @ PT
10112	4738.33	5135.61	2006.25	ER
10113	4680.14	5106.21	2004.80	ER @ BVC
10114	4740.24	5130.98	2006.10	ER @ BVC
10115	4747.13	5114.25	2005.53	ER
10116	4745.94	5104.31	2005.14	ER
10117	4730.23	5106.37	2005.13	ER
10118	4725.61	5099.45	2004.84	ER
10119	4728.40	5092.75	2004.59	ER
10120	4691.89	5077.70	2003.80	ER
10121	4737.98	5069.63	2003.66	ER @ EVC
10122	4701.42	5054.57	2002.87	ER @ EVC
10123	4712.73	5027.21	2001.74	ER
10124	4720.65	5021.10	2001.52	ER
10125	4730.20	5033.50	2002.04	ER
10126	4738.62	5032.69	2002.02	ER

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

ROADWAY CONSTRUCTION STAKEOUT POINTS

DATE
3/9/2020

ARCHIVE NO.
R-0X_roads.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

CHECKED
D. FOTHERGILL

PROJECT NO.

DWG SHEET NO.
CS-03

SHEET 32 OF 34

3/9/20 09:31 MALANIZ C:\USERS\MALANIZ\DESKTOP\WHITESPAR\R-0X_ROADS.DWG;

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
10127	4747.30	5047.06	2002.67	ER
10128	4747.01	5017.78	2001.36	ER @ PT
10129	4758.31	4999.67	2000.51	ER @ BVC
10130	4773.29	4975.66	1999.01	ER
10131	4788.00	4978.53	1998.93	ER
10132	4782.53	4960.86	1997.72	ER @ PC
10133	4794.40	4968.27	1998.00	ER @ PC
10134	4787.96	4949.48	1996.46	ER @ EVC
10135	4801.21	4954.01	1996.74	ER @ EVC
10136	4790.86	4933.58	1994.86	ER
10137	4804.86	4934.01	1994.86	ER
10138	4787.07	4911.92	1992.49	ER
10139	4800.09	4906.76	1992.49	ER
10140	4777.00	4895.64	1990.42	ER @ BVC
10141	4787.43	4886.29	1990.42	ER @ BVC
10142	4775.00	4893.53	1990.12	ER
10143	4784.92	4883.63	1990.12	ER
10144	4757.29	4881.69	1988.19	ER @ PT
10145	4762.63	4868.75	1988.19	ER @ PT
10146	4747.19	4862.72	1987.21	ER
10147	4728.81	4870.55	1986.90	ER
10148	4727.06	4870.03	1986.83	ER @ EVC
10149	4733.66	4853.16	1986.51	ER @ EVC
10150	4713.43	4870.30	1986.70	ER
10151	4727.46	4842.97	1986.17	ER
20001	4660.53	5251.23	2008.95	ER
20002	4651.27	5240.74	2008.75	ER
20003	4679.28	5234.69	2009.95	ER
20004	4670.01	5224.20	2009.95	ER
20005	4694.27	5221.46	2010.75	ER @ BVC
20006	4685.01	5210.96	2010.75	ER @ BVC
20007	4698.02	5218.15	2010.93	ER
20008	4688.76	5207.66	2010.93	ER
20009	4711.50	5206.26	2011.21	ER @ END.PAVE
20010	4702.24	5195.76	2011.21	ER @ END.PAVE
20011	4717.43	5202.36	2011.17	ER
20012	4706.84	5190.36	2011.17	ER
20013	4736.18	5185.82	2010.31	ER
20014	4725.59	5173.82	2010.31	ER
20015	4739.93	5182.51	2010.00	ER @ EVC
20016	4729.34	5170.52	2010.00	ER @ EVC
20017	4754.92	5169.28	2008.70	ER

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
20018	4744.34	5157.28	2008.70	ER
20019	4773.67	5152.74	2007.08	ER
20020	4759.99	5143.47	2007.35	ER
20021	4787.43	5140.60	2006.13	ER @ BVC
20022	4770.97	5123.73	2005.50	ER
20023	4772.96	5112.43	2004.72	ER
20024	4818.00	5113.63	2004.23	ER
20025	4822.85	5090.11	2003.68	ER
20026	4770.36	5096.01	2003.26	ER
20027	4815.59	5074.69	2003.26	ER
20028	4768.93	5092.98	2003.17	ER @ EVC
20029	4814.16	5071.66	2003.17	ER @ EVC
20030	4759.71	5073.39	2002.62	ER
20031	4804.94	5052.08	2002.62	ER
20032	4749.05	5050.78	2002.73	ER
20033	4794.28	5029.46	2001.23	ER
20034	4792.53	5025.74	2001.13	ER @ START.PAVE
20035	4786.04	5011.98	2000.74	ER
30001	4588.44	5000.23	1992.72	ER @ BVC
30002	4571.34	5008.68	1993.53	ER @ PC
30003	4576.76	5019.39	1993.77	ER @ PC
30004	4570.26	5009.23	1993.55	ER
30005	4575.74	5019.91	1993.79	ER
30006	4548.11	5022.10	1993.22	ER
30007	4554.68	5032.14	1993.46	ER
30008	4535.67	5030.80	1992.33	ER @ EVC
30009	4542.85	5040.41	1992.57	ER @ EVC
30010	4527.44	5037.23	1991.53	ER
30011	4535.02	5046.53	1991.77	ER
30012	4512.05	5050.91	1989.96	ER @ PT
30013	4520.40	5059.56	1990.20	ER @ PT
30014	4508.48	5054.92	1989.57	ER
30015	4517.45	5062.88	1989.81	ER
30016	4492.14	5073.34	1987.65	ER @ PC
30017	4501.12	5081.30	1987.89	ER @ PC
30018	4476.30	5096.94	1985.54	ER @ PT
30019	4487.04	5102.20	1985.78	ER @ PT
30020	4483.34	5109.84	1985.12	ER
30021	4472.48	5104.51	1984.93	ER
40001	4613.94	5018.47	1990.75	CULV INL
40002	4589.97	4986.45	1989.00	CULV OUT
40003	4563.95	5035.52	1991.75	CULV INL

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
40004	4555.73	5001.49	1987.00	CULV OUT
40005	4587.56	5195.75	2003.90	TOILET
40006	4656.43	5281.47	2008.92	PANEL
40007	4709.53	5155.59	2006.14	HYD PAD
40008	4752.03	5131.32	2006.50	PICNIC
40009	4750.90	5087.57	2003.85	PICNIC

DEFINITIONS:

ER	EDGE OF ROADWAY
BVC	BEGIN VERTICAL CURVE
EVC	END VERTICAL CURVE
PC	BEGIN HORIZONTAL CURVE
PT	END HORIZONTAL CURVE
CULV INL	CULVERT INLET
CULV OUT	CULVERT OUTLET
HYD	HYDRANT
PICNIC	PICNIC PAD
START.PAVE	BEGIN PAVEMENT SURFACE
END.PAVE	END PAVEMENT SURFACE
TOILET	NEW TOILET FOUNDATION (FLOOR ELEVATION)

USDA FOREST SERVICE

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME

WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE

ROADWAY CONSTRUCTION STAKEOUT POINTS

DATE
3/9/2020

ARCHIVE NO.
R-0X_roads.dwg

DESIGNER
M. ALANIZ

DRAWN
M. ALANIZ

CHECKED
D. FOTHERGILL

PROJECT NO.

DWG SHEET NO.
CS-04

SHEET 33 OF 34

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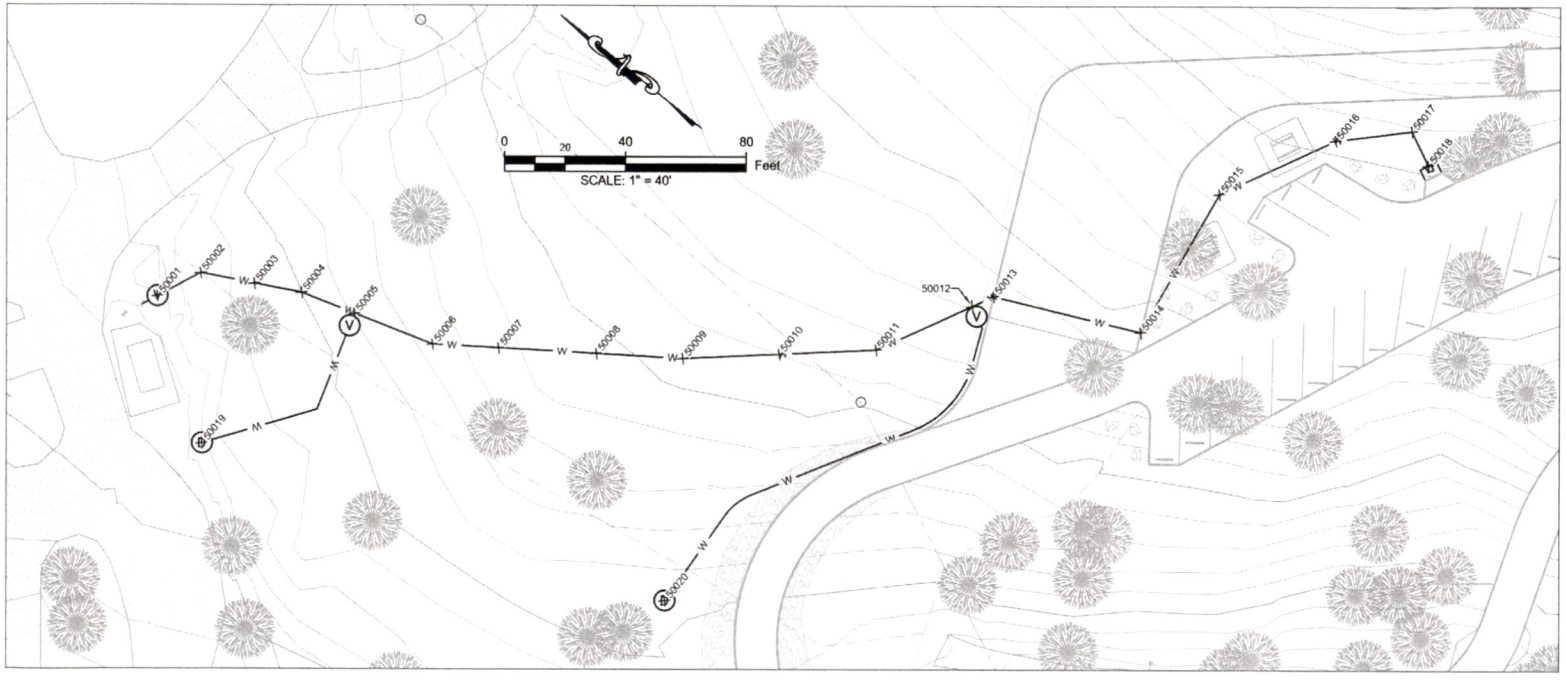

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
50001	5011.20	4857.81	1989.82	WL VLV
50002	5004.84	4872.76	1991.10	WL ANG
50003	4988.85	4881.28	1992.52	WL GB
50004	4974.74	4888.80	1993.20	WL ANG
50005	4956.61	4894.51	1994.02	WL DRAIN
50006	4929.94	4902.92	1995.22	WL ANG
50007	4912.05	4915.79	1996.17	WL
50008	4885.77	4934.69	1997.56	WL GB
50009	4862.50	4951.42	1998.25	WL ANG
50010	4838.54	4972.60	1999.02	WL

POINT TABLE				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
50011	4814.57	4993.77	1999.79	WL ANG_GB
50012	4798.97	5025.11	1997.08	WL DRAIN
50013	4795.50	5032.07	1997.31	WL GB
50014	4750.27	5053.38	1998.81	WL ANG_GB
50015	4758.95	5105.48	2006.17	WL ANG_GB
50016	4740.27	5143.46	2007.24	WL ANG
50017	4722.63	5161.80	2007.88	WL ANG
50018	4711.34	5156.45	2008.20	WL @ HYD
50019	4968.91	4828.99	1992.00	WL OUT
50020	4816.41	4884.93	1995.41	WL OUT

DEFINITIONS:

WL	WATERLINE
VLV	VALVE BOX
GB	GRADE BREAK
ANG	ANGLE POINT
HYD	HYDRANT
OUT	OUTLET (SCREENED DRAIN)

United States Department of Agriculture
Forest Service

(R03)
SOUTHWESTERN REGION

PROJECT NAME
WHITE SPAR TRAILHEAD CONSTRUCTION PROJECT

PRESCOTT NATIONAL FOREST

BRADSHAW RANGER DISTRICT

DRAWING TITLE
WATERLINE CONSTRUCTION STAKEOUT PLAN AND POINTS

DATE
3/9/2020

ARCHIVE NO
W-0X_WaterlineOverview.dwg

DESIGNER
M. ALANIZ

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M. ALANIZ

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D. FOTHERGILL

PROJECT NO

DWG SHEET NO
CS-05

SHEET 34 OF 34

3/9/20 09:23 MALANIZ C:\USERS\RICHARD\DROPBOX\MAIP\CHARTER\AM-WORKING\FOLDERS\0A\IP\0STEAUF\0US_PROJECTS\SUPPORT_WORKING\DOCS\PRESCOTT\WHITE SPAR TRAILHEAD RECON\STRUCTION\02_CONSTRUCTIONDOCUMENTS\01 CDS_19VCAD\#1AX_WATERLINEOVERVIEW.DWG

"General Decision Number: AZ20240020 01/05/2024

Superseded General Decision Number: AZ20230020

State: Arizona

Construction Type: Heavy
HEAVY CONSTRUCTION, Includes Water and Sewer Lines and Heavy Construction on Treatment Plant Sites

County: Yavapai County in Arizona.

HEAVY CONSTRUCTION PROJECTS (DOES NOT INCLUDE DAM CONSTRUCTION)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/05/2024

ELEC0640-006 01/01/2023

	Rates	Fringes
ELECTRICIAN	$ 33.10	13.58

ENGI0428-010 06/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1	$ 31.69	13.52
Group 2	$ 34.96	13.52
Group 3	$ 36.04	13.52
Group 4	$ 37.07	13.52

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Small Self-Propelled Compactor (with blade), Roller r, Front End Loader (3 cy & less), Bobcat/Skidsteer/Skid Loader, Oiler

GROUP 2: Backhoe (less than 1 cyl), Self-Propelled Compactor (with blade), Bulldozer, Grader/Blade (rough), Front End Loader 3cy- less than 6 cy yd), Scraper

GROUP 3: Backhoe (up to 10 cu yd), Excavator/Trackhoe, Grade/Blade (finish), Front End Loader (6 cy-10cy)

GROUP 4: Backhoe (10 cu yd and over), Front End Loader (10 cy yd and over)

IRON0075-009 07/31/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL	$ 29.00	17.44

Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson
Zone 2: 050 to 100 miles - Add $4.00
Zone 3: 100 to 150 miles - Add $5.00
Zone 4: 150 miles & over - Add $6.50

LABO1184-007 06/01/2023

	Rates	Fringes
LABORER (Common or General)	$ 24.18	7.59

PAIN0086-002 04/01/2017

	Rates	Fringes
PAINTER (Brush Only)	$ 19.58	6.40

TEAM0104-002 07/01/2023

	Rates	Fringes
TRUCK DRIVER		
Group 2	$ 26.00	1.60+a

Group 3	$ 26.48	1.60+a
Group 4	$ 27.73	1.60+a
Group 5	$ 26.85	1.60+a
Group 6	$ 28.52	1.60+a

A. Health & Welfare $1,261.06 per month.

FOOTNOTE:
a. Health & Welfare $1261.06 per month.

TRUCK DRIVER CLASSIFICATIONS:

GROUP 2: 2 or 3 axle Dump , Water Truck under 2500 gal.
GROUP 3: 4 axle Dump, Water Truck Drive- (2500 gal but less than 4000 gal)
GROUP 4: 5 axle Dump, Water Truck 4000 gal and over
GROUP 5: 6-axle Dump
GROUP 6: 7-axle Dump, 8-axle Dump

SUAZ2012-009 05/17/2012

	Rates	Fringes
CARPENTER (Form Work Only)	$ 20.58	2.83
CARPENTER, Excludes Form Work	$ 21.86	5.37
CEMENT MASON/CONCRETE FINISHER	$ 18.71	2.12
IRONWORKER, REINFORCING	$ 20.66	13.59
LABORER: Asphalt Raker/Shoveler/Spreader	$ 15.69 **	4.42
LABORER: Concrete Saw (Hand Held/Walk Behind)	$ 17.00 **	4.55
LABORER: Grade Checker	$ 18.14	4.55
LABORER: Irrigation	$ 12.50 **	0.00
LABORER: Mason Tender - Cement/Concrete	$ 14.59 **	4.20
LABORER: Pipelayer	$ 14.92 **	3.46
LABORER: Power Tool Operator	$ 16.55 **	4.20
OPERATOR: Crane	$ 20.76	4.42
OPERATOR: Drill	$ 23.99	7.60
OPERATOR: Forklift	$ 19.86	4.75
OPERATOR: Mechanic	$ 20.92	5.15
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 17.07 **	3.20
OPERATOR: Screed	$ 16.82 **	2.52
OPERATOR: Tractor	$ 24.43	7.70
OPERATOR: Trencher	$ 18.28	4.26

OPERATOR: Broom/Sweeper.....$ 15.40 ** 2.45

PAINTER: Pavement Marking/Parking Lot Striping.....$ 19.94 4.10

PAINTER: Roller and Spray.....$ 20.19 4.45

TRUCK DRIVER: Flatbed Truck.....$ 14.15 ** 1.48

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or

""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on

a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

==========

END OF GENERAL DECISION"

ARIZONA STATUTORY PERFORMANCE BOND FOR CONSTRUCTION PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract amount)

Bond Number: 609206676

KNOW ALL MEN BY THESE PRESENTS THAT:
Fann Contracting, Inc.

(herein after "Principal"). as Principal.
and **Liberty Mutual Insurance Company** (hereinafter "Surety") ,
a corporation organized and existing under the laws of the State of Massachusetts, with its principal offices in the city of Boston, Massachusetts

holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1. as Surety. are held and firmly bound unto

The City of Prescott (hereinafter "Obligee")

in the amount of Five Hundred Seventy Four Thousand Thirty Eight & 00/100 Dollars ($574,038.00)

for the payment whereof Principal and Surety bind themselves. and their heirs. administrators, executors. successors and assigns.

jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 13th day of February 2024 to construct and complete certain work described as

White Spar Trailhead Construction – Reconstruct Trailhead Parking Area

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE. THE CONDITION OF THE OBLIGATION IS SUCH. that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice of Surety, and during the life of any guaranty under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions. and agreements of all duly authorized modifications of the contract that may hereafter be made. notice of which modifications to the Surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34. Chapter 2. Article 2, Arizona Revised Statutes. to the same extent as if were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this day: February 21, 2024

Fann Contracting, Inc.
Principal

By _____
Title President + COO

Liberty Mutual Insurance Company
Surety

By _____
Halle Finn, Attorney-in-Fact
Agency of Record: INSURICA Southwest Insurance Services, LLC
4686 E. Van Buren #310 Phoenix, AZ 85008

By _____
Arizona Resident Agent Countersignature

Approved by Arizona Department of Administration

ARIZONA STATUTORY PAYMENT BOND FOR CONSTRUCTION PURSUANT TO TITLES 28, 34 AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract amount)

Bond No. 609206676

KNOW ALL MEN BY THESE PRESENTS THAT:

Fann Contracting, Inc.
(hereinafter "Principal"), as Principal,
and **Liberty Mutual Insurance Company**
(hereinafter "Surety").

a corporation organized and existing under the laws of the State of Massachusetts, with its principal offices in the City of Boston, Massachusetts

holding a certificate of authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto

The City of Prescott (hereinafter "Obligee")

in the amount of Five Hundred Seventy Four Thousand Thirty Eight & 00/100 Dollars ($574,038.00)
for the payment whereof Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and

severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the 13th day of February 2024

to construct and complete certain work described

White Spar Trailhead Construction – Reconstruct Trailhead Parking Area

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THE OBLIGATION IS SUCH, that if the Principal promptly pays all moneys due to all persons supplying labor of materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise, it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2 Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

Witness our hands this day: February 21, 2024

Fann Contracting, Inc.
Principal

By _____
Title President + CEO

Liberty Mutual Insurance Company
Surety

By _____
Halle Finn Attorney-in-Fact
Agency of Record: INSURICA Southwest Insurance Services, LLC
4686 E. Van Buren #310 Phoenix, AZ 85008

By _____
Arizona Resident Agent Countersignature

Approved by Arizona Department of Administration

INSURICA

Insurance Producer Endorsement

This endorsement changes the policy/bond to include:

Your agent/agency for this policy is:

INSURICA Southwest Insurance Services, LLC
4686 E. Van Buren #310
Phoenix AZ 85008
602-273-1625

All other terms and conditions of the policy/bond remain unchanged.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8210911-868537

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Katy Capirci, Wendy Capirci, Lori L. Dawson-Brown, Nick Duckworth, Halle Finn, Blake C. Johnson, Michael D. Specht, Cliff Spickler

all of the city of Phoenix state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of October, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 27th day of October, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 21st day of February 2024.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LIBC OCIC WAIC Multi Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/21/2024

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 have ADDITIONAL INSURED provisions or 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 Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Fann Contracting, Inc. 6725 Generation Ln Prescott, AZ 86301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Phoenix Insurance Company — 25623 INSURER B: Travelers Indemnity Company of CT — 25682 INSURER C: Travelers Property Casualty Company of Ame — 25674 INSURER D: Travelers Indemnity Company of America — 25666 INSURER E: St Paul Surplus Lines Insurance Company — 30481 INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W32689596 **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	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	DT-CO-3X703896-PHX-23	11/01/2023	11/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	810-3X708738-23-26-G	11/01/2023	11/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-3X719323-23-26	11/01/2023	11/01/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 10,000,000 $ 10,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	UB-3X718387-23-26-G	11/01/2023	11/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Pollution Liability Professional Liability Retro Date: 8/22/2008			ZCE-81N73509	11/01/2023	11/01/2024	Each Occurrence Each Claim	$5,000,000 $5,000,000

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

If required by written contract, the General Liability policy includes an Additional Insured and Waiver of Subrogation endorsement in favor of Certificate Holder. The General Liability policy shall be Primary to any other insurance in force for or which may be purchased by the Additional Insured.

If required by written contract, the Auto Liability policy includes an Additional Insured and Waiver of Subrogation
SEE ATTACHED

CERTIFICATE HOLDER

City of Prescott
201 N. Montezuma Street
Prescott, AZ 86301

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

Doug Gross

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Insurance Services West, Inc.		Fann Contracting, Inc. 6725 Generation Ln Prescott, AZ 86301
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

endorsement in favor of Certificate Holder. The Auto Liability policy shall be Primary to any other insurance in force for or which may be purchased by the Additional Insured.

Waiver of Subrogation applies in favor of the certificate holder with respects to Workers Compensation if required by written contract, as permitted by law.

Umbrella Follows Form of Underlying Coverage.

RE: Public Works Horizontal Construction; Contract #2023-210, Amendment 2 White Spar Trailhead Construction

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 25674
POLICY NUMBER: QT-630-4X278025-TIL-23 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Installation Floater	Each Job Site	$3,000,000
	Each Temp. Storage	$500,000
	In Transit	$500,000

ADDITIONAL REMARKS:
Each Off Site Fabrication Location: $3,000,000
At all Covered Locations Combined: $6,500,000 Limit
Deductible $2,500

INSURER AFFORDING COVERAGE: Travelers Property Casualty Company of America NAIC#: 25674
POLICY NUMBER: QT-630-4X278025-TIL-23 EFF DATE: 11/01/2023 EXP DATE: 11/01/2024

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Leased/Rented Equipment	Leased/Rented Equip.	$1,000,000
	Any One Item	$100,000
	Deductible	$2,500

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

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(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Who Is An Insured – Unnamed Subsidiaries

B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

C. Incidental Medical Malpractice

D. Blanket Waiver Of Subrogation

E. Contractual Liability – Railroads

F. Damage To Premises Rented To You

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. An organization other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

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C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

   b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

   Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

   (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

   (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Sale Of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

   "Incidental medical services" means:

   a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

   b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

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2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Insurance Company: THE TRAVELERS INDEMNITY COMPANY OF CONNECTICUT

Policy Number: 810-3X708738-23-26-G **Effective Date:** 11-01-23

Expiration Date: 06-01-24

Named Insured: FANN CONTRACTING, INC.
AND AS PER IL T8 00

Address: PO BOX 4356
PRESCOTT AZ 86302

Additional Insured (Lessor): SEE SCHEDULE

Address:

Designation Or Description Of "Leased Autos":

ANY AUTO LEASED FOR A PERIOD OF SIX MONTHS OR MORE UNDER A LEASING CONTRACT OR AGREEMENT THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

Coverages	Limit Of Insurance
Covered Autos Liability	$ 2,000,000 Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

Schedule Extension

Additional Insured (Lessor):
ANY LESSOR UNDER A LEASING CONTRACT OR AGREEMENT OF SIX MONTHS OR MORE THAT REQUIRES YOU TO PROVIDE DIRECT PRIMARY INSURANCE FOR THE LESSOR.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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Policy Number: 810-3X708738-23-26-G

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2.**, **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-3X718387-23-26-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

CITY OF PRESCOTT
ARIZONA

Contract Details

Contract Number	Presenting Department
2023-210 A 4	Recreation Services

Company Name

Fann Contracting, Inc.

Contact Information

Phone: 928-778-0170

Email:

Address: PO BOX 4356
Prescott, AZ 86302

Term Details

No additional time to complete the project, just adding scope.

Dollar Amount

$ 50,106.83

Scope of Services

Change order for Bean Peaks.

City of Prescott

Contract Amendment No. One (1)
Name**
Contractor: **
Contract No: **
Account No(s): **
Date

Purpose of Amendment:

To ***

The following changes shall be made to the Contract Documents:

**

All other terms of the contract remain the same.

Summary of Changes to Contract:

	Contract Amount
Original Contract	**$ -**
Net Change this Amendment	$ -
Amended Contract	$ -

Original Expiration Date
Amended Expiration Date

Accepted by: _____ _____
Contractor ** Date

Approved by: _____ _____
Philip R. Goode, Mayor Date

Attest: _____ _____
Sarah M. Siep, City Clerk Date

Approved as to Form: _____ _____
Joseph D. Young, City Attorney Date

Copy to: City Clerk
Public Works / Recreation Service / City Manager / Comm Development

FANN Contracting, Inc.
PO Box 4356 • Prescott, AZ 86302 • Phone: 928-778-0170 • Fax: 928-778-3072 • License ROC-A-071520

CHANGE ORDER REQUEST 1

TO: Joe Baynes
City of Prescott Public Works Dept.
433 N. Virginia Street
Prescott AZ, 86301

DATE	**6/21/24**
JOB NO.	**32246**
RFI NO.	**n/a**
PCM NO.	**n/a**
PREP. BY	**Derek Kack**

PROJECT NAME: White Spar Trailhead
PROJECT NUMBER: 2023-210

SCOPE DESCRIPTION: Added Bean Peak Trailhead Scope and Reconciliation of Contract Items

1) White Spar and Bean Peaks additional scope and credits, major items includes the addition of Vault Toilets, concrete aprons, concrete low water crossing, signs, and grading/ABC placement for Bean Peaks Trailhead. Scope also includes a final grading post vault toilet install and SS1 dilute to be sprayed over entire ABC surface. Please see cost breakdown for all items and scope.

Exclusions- Asphalt, utility locate, utility re-locate, permits, fees, or anything not listed above or in the scope breakdown.

SCHEDULE CHANGE:

Schedule Adjustment will be **0 CALENDAR DAYS** in recognition of this proposal.

PRICING CHANGE:

	UM	QTY	UNIT PRICE	TOTAL
White Spar Adds and Credits	LS	1	-$80,032.27	-$80,032.27
Bean Peaks Additional Scope	LS	1	$130,139.10	$130,139.10
			Total	**$50,106.83**

THIS PROPOSAL SHALL BE VALID FOR 30 Calendar Days FOLLOWING THE ABOVE DATE. COSTS ARE SUBJECT TO CHANGE DUE TO MARKET CONDITIONS, SCHEDULE IMPACTS, CHANGED CONDITIONS, OR OTHER UNFORESEEN CIRCUMSTANCES SHOULD AUTHORIZATION TO PROCEED NOT BE ISSUED WITHIN THE SPECIFIED TIMEFRAME.

FANN Contracting, Inc.
PO Box 4356 • Prescott, AZ 86302 • Phone: 928-778-0170 • Fax: 928-778-3072 • License ROC-A-071520

ITEMIZED BREAKDOWN

	QTY	UM	UNIT COST	TOTAL COST	MU/Overhead	BOND	TAX	TOTAL	UNIT PRICE
White Spar Adds and Credits									
Signs-Regulatory and Directional	-3.0	EA	$ 1,400.00	$ (4,200.00)	Used Contract Unit Price			$ (4,200.00)	
Pipeline 1" Pex	-704.0	LF	$ 88.00	$ (61,952.00)	Used Contract Unit Price			$ (61,952.00)	
1" Poly Curb Valve and Box	-3.0	EA	$ 1,900.00	$ (5,700.00)	Used Contract Unit Price			$ (5,700.00)	
1" Drain Outlet	-2.0	EA	$ 1,900.00	$ (3,800.00)	Used Contract Unit Price			$ (3,800.00)	
Hydrant with Concrete Pad	-1.0	EA	$ 19,000.00	$ (19,000.00)	Used Contract Unit Price			$ (19,000.00)	
Pvmt Marking 4"	-600.0	HR	$ 3.50	$ (2,100.00)	Used Contract Unit Price			$ (2,100.00)	
Pvmt Mark, Arrows	-9.0	HR	$ 90.00	$ (810.00)	Used Contract Unit Price			$ (810.00)	
Pvmt Mark Acc. Parking Area	-1.0	HR	$ 90.00	$ (90.00)	Used Contract Unit Price			$ (90.00)	
Erosion Control Mats, Coconut Fiber	-7600.0	SF	$ 1.85	$ (14,060.00)	Used Contract Unit Price			$ (14,060.00)	
Seeding	-7600.0	SF	$ 0.40	$ (3,040.00)	Used Contract Unit Price			$ (3,040.00)	
Precast Vault Toilet - Double	1.0	LS	$ 43,672.40	$ 43,672.40	$ 6,550.86	$ 502.23	$ 3,000.41	$ 53,725.91	
HDPE Sign Deleted- (Modified for Aluminum)	-1.0	EA	$ 2,400.00	$ (2,400.00)	Used Contract Unit Price			$ (2,400.00)	
Modified Entrance Sign - Aluminum	1.0	EA	$ 1,000.00	$ 1,000.00	$ 150.00	$ 11.50	$ 68.70	$ 1,230.20	
Pipe Supplied by FS - Credit for Material	-75.0	LF	$ 16.55	$ (1,241.25)	$ (186.19)	$ (14.27)	$ (85.28)	$ (1,526.99)	
Rd Closed Gate/Dbl Arm	-1.0	EA	$ 20,000.00	$ (20,000.00)	Used Contract Unit Price			$ (20,000.00)	
Re-Use Gates Provided by FS.	1.0	EA	$ 3,000.00	$ 3,000.00	$ 450.00	$ 34.50	$ 206.11	$ 3,690.61	
								$ (80,032.27)	
Bean Peaks Additional Scope	1.0	LS							
Survey and Staking	1.0	LS	$ 15,900.00	$ 15,900.00	$ 2,385.00	$ 182.85	$ 1,092.37	$ 19,560.22	
Signs-Regulatory and Directional (Reduced Unit Cost due to Qty Increase)	22.0	EA	$ 600.00	$ 13,200.00	$ 1,980.00	$ 151.80	$ 906.88	$ 16,238.68	
Clearing and Grubbing (10% the area of White Spar with Tree Relocation)	1.0	LS	$ 2,400.00	$ 2,400.00	Used Contract Unit Price			$ 2,400.00	
Project Site Preparation and Grading (10% of White Spar)	1.0	LS	$ 10,400.00	$ 10,400.00	Used Contract Unit Price			$ 10,400.00	
Crushed ABC Supplied by City	75.0	CY	$ 65.00	$ 4,875.00	Used Contract Unit Price			$ 4,875.00	
Precast Concrete Curb 6 Ft	12.0	EA	$ 165.00	$ 1,980.00	Used Contract Unit Price			$ 1,980.00	
Precast Vault Toilet	1.0	EA	$ 34,144.43	$ 34,144.43	$ 5,121.66	$ 392.66	$ 2,345.82	$ 42,004.57	
Low Water Crossing and Additional SW around Vault	1.0	LS	$ 25,565.24	$ 25,565.24	$ 3,834.79	$ 294.00	$ 1,756.40	$ 31,450.43	
Modified Entrance Sign - Aluminum	1.0	EA	$ 1,000.00	$ 1,000.00	$ 150.00	$ 11.50	$ 68.70	$ 1,230.20	
								$ 130,139.10	

April 2, 2024

SURVEY PROPOSAL FOR
BEAN PEAKS TRAILHEAD
United States Department of Agriculture
Prescott, Arizona

Please accept this letter as our proposal/agreement to provide services for the subject project. The proposed scope of work and associated fees are as follows:

Pay Item	Description	Amount Bid
1	Office calculations.	$1,800.00
2	Project control, Set benchmarks for contractor's control network.	$1,200.00
3	Stake clearing limits.	$1,400.00
4	Slope stake perimeter.	$2,800.00
5	Stake edge of access road, boom pad and parking area.	$2,000.00
6	Stake ford crossing, cut-off walls, subgrade/AB bluetops and signage.	$4,200.00
7	As-builts field and office for final improvements.	$2,500.00
	TOTAL	**$15,900.00**

- **Notes:**

- Construction staking is based on placement of one set of stakes for each of the above. It is the contractor's responsibility for the protection of all staking.
- Lyon will provide additional services as requested by client not outlined in the scope of work above. Additional services shall not be performed or billed without prior written authorization from client and based on Lyon's rate schedule.
- Lyon has the right to examine any back charge claim(s) within 48 hours from written notification of claim(s) by client (or client's subcontractors) and prior to any correction efforts being made.
- Staking request must be faxed or e-mailed to Lyon via Lyon's staking request form within 48 hours of services needed.
- Limits of liability- For any damage, cost expenses, or other liability, direct or indirect, resulting from any error, omission, or professional negligence in the performance of LE's services, the liability of LE, its employees, agents, officers, and consultants to all claimants with respect to THE PROJECT will be limited to an aggregate sum not to exceed $50,000 or LE's total fee for the services rendered on THE PROJECT, whichever is greater.
- This proposal assumes that an electronic version of the improvement plans are available, including horizontal and vertical control for the project and that Owner and/or General Contractor can provide these plans to Lyon in a usable format for staking and as-builts. (Including PDF format, CAD files, MicroStation sheet files, pen tables, and plot drivers, or Auto CAD .ctb file)

Change Order Form

DATE:	4/16/2024
Additional Charge for Change(s) Below is	$ 19,910.24
Days added to contact completion date	5

Change Order Number: 01 R1 KE

SERVICE PROVIDER	CUSTOMER
J.Co Contracting P.O. Box 3787 Prescott, AZ 86302 Office (928) 277-4617 Cell (928) 899-1336	**Name: White Spar & Bean Peaks Trailhead** **Project Address: SR 89 S/O Prescott** **Alternate Address (If Any)** derekkack@fanncontracting.com

Date	DESCRIPTION	Unit	Quantity	Price	TOTAL
	Labor & Materials:				
	Deduct for Hydrant Apron				**$ (5,655.00)**
	4" thick Color Concrete Apron (Solomon color 755 Trail Dust or approved equal) w/1-#3 rebar @ 18" o.c. each way (Exclude ABC)	**SF**	**120**	**$ 57.75**	**$ 6,930.00**
	Sidewalk Turndown adjacent to asphalt 6" wide x 12" thick colored concrete (Solomon color 755 Trail Dust or approved equal) (Exclude ABC)	**LF**	**19**	**$ 28.75**	**$ 546.25**
	Rebar Dowels (1-#4 rebar dowel 12" long @ 18" o.c. drilled & epoxy @ building entrance)	**EA**	**3**	**$ 55.00**	**$ 165.00**
	8" thick standard gray concrete paving @ low water crossing (Exclude cut off walls, & ABC)	**SF**	**844**	**$ 14.25**	**$ 12,027.00**
	Rebar Dowels (1-#4 rebar dowel 12" long @ 18" o.c. drilled & epoxy into jersey barrier)	**EA**	**60**	**$ 55.00**	**$ 3,300.00**
	*** Add #4 rebar @ low water crossing***				
	*** All concrete above is 3000psi ***				
				SUBTOTAL	$ 17,313.25
		P/O %	15%	P/O	$ 2,596.99
				Total	$ 19,910.24

Accepted:

Above Change(s) to be performed under same terms and conditions as specified in original contract unless otherwise stipulated. Please sign and return before the commencement of work.

TO:	MAYOR AND CITY COUNCIL
AGENDA:	September 24 Voting Meeting
DATE:	September 24, 2024
DEPT:	Public Works
ITEM #:	9.D
SUBJECT:	Approval of Night Work on the Goodwin Street, Miller Valley Road, Grove Avenue, & Willis Street Sidewalk Improvement Project.

ITEM SUMMARY

This item is for the approval of night work along Miller Valley Road and Grove Avenue from Iron Springs Road to Gurley Street between September 25 and October 7, 2024.

BACKGROUND

As a part of the Public Works Department's Miscellaneous Sidewalk Improvement Project, the department has contracted with Combs Construction, Inc., for the removal and replacement of concrete sidewalk, curb, and gutter at eight (8) locations along Miller Valley Road and Grove Avenue. Miller Valley Road and Grove Avenue are primary north/south arterial roadways with considerable traffic volumes. For that reason, the contractor has requested, and Public Works recommends, approval of some night work between September 25 and October 7, 2024, to minimize the traffic impacts during the day.

Construction crews will use generators, pickup trucks, heavy-duty work trucks, concrete delivery trucks, as well as hand and battery-operated tools to perform the work.

City Code Title V Chapter 5-4-2 prohibits outdoor noise associated with construction activity between the hours of 8:00 p. m. and 6:00 a. m., Monday through Saturday, and all day on Sundays within the City limits. Chapter 5-4-5 enables the City Council to make temporary exceptions to this Code provision for limited periods of time under such terms, conditions, and limitations as may be set forth in the Council’s approval. Council approval of night work is requested to expedite this project with minimal impact on the business community and commuters.

FINANCIAL IMPACT

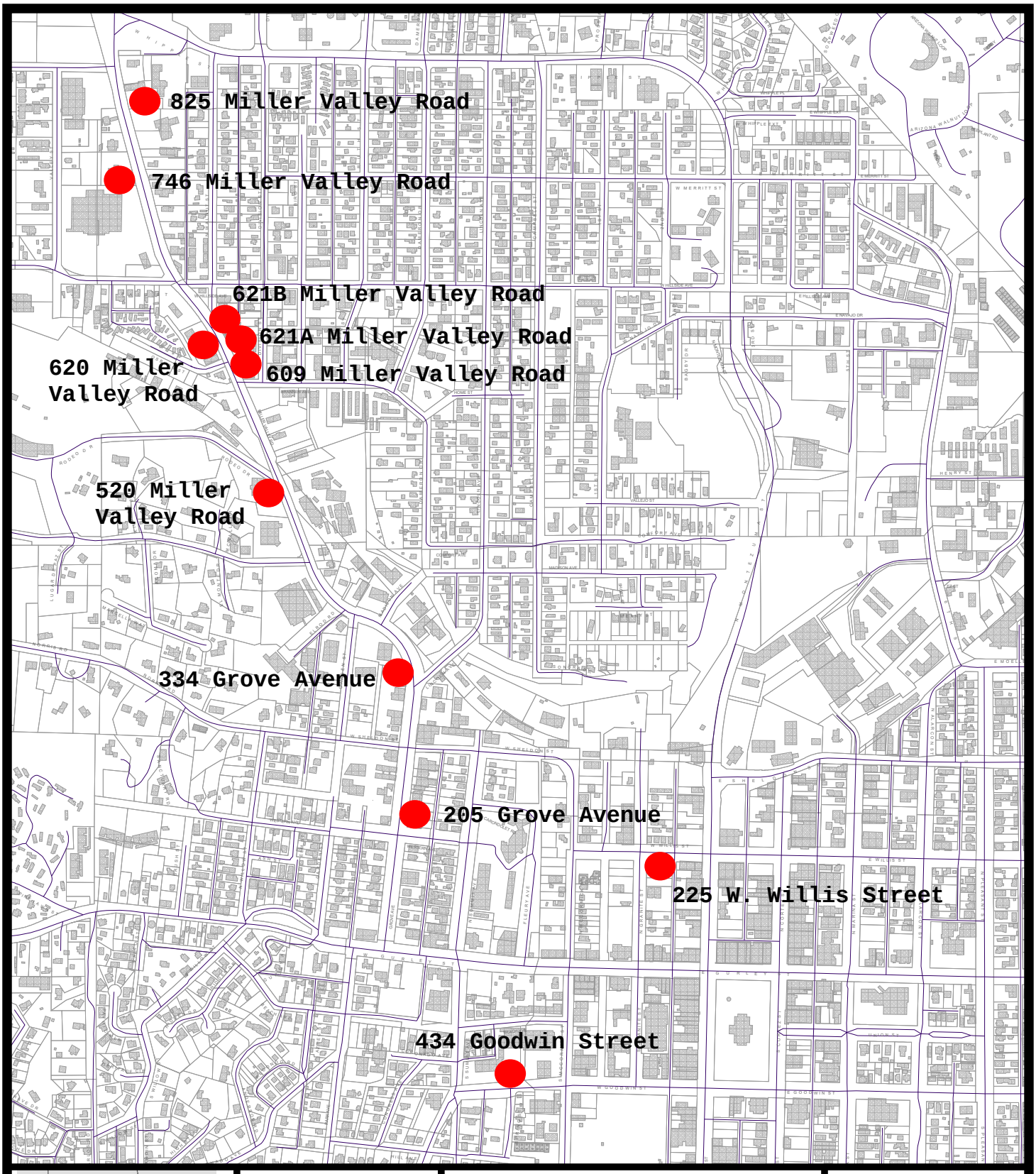
There is no fiscal impact associated with this request.

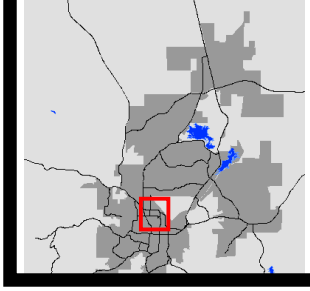
RECOMMENDED ACTION

MOVE to approve night work

ATTACHMENTS

1. Project Locations Map





CITY OF PRESCOTT
ARIZONA
Everybody's Hometown

Goodwin Street,
Miller Valley Road,
Grove Avenue,
& Willis Street
Sidewalk Improvements -
Project Locations Map

This map is a product of
The City of Prescott

0' 1" = 817'

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Start View

This document is a graphic representation only of best available sources.
The City of Prescott assumes no responsibility for any errors.

TO:	MAYOR AND CITY COUNCIL
AGENDA:	September 24 Voting Meeting
DATE:	September 24, 2024
DEPT:	Public Works
ITEM #:	10.A
SUBJECT:	**WSA24-041**: A Water Service Application (1.67 AFY) Submitted by Augie's, on Behalf of Owner Espire Sports, LLC. Location: APN 102-03-598P, Comprising 6.97 Acres, in T14N, R01W, Section 31, SW 1/4.

ITEM SUMMARY

This Water Service Agreement application is for a 6,340 SF restaurant inside the Espire Sports Complex. The site is located on E State Route 69 and Gateway Blvd, on the east side of the Mall.

BACKGROUND

Per the Amended 2022 Water Management Policy, a Water Service Agreement (WSA) application was submitted for this project for review of estimated water usage. No formal planning application is required for this project per the Land Development Code. The WSA application package includes a basic floor plan to provide enough information for staff to evaluate water demand associated with the proposed improvements.

A demand analysis was prepared by City staff, using water usage of comparable restaurants. Augie's was previously located in the Frontier Village shopping center with an average water use of 2.35 acre-feet per year. Based on the demand analysis, the total estimated usage is 1.67-acre feet per year for the new location. The reduction in estimated water demand for the new location is attributed to no landscaping included in the new location. All values used for the demand calculation were taken from the Water Resources Management Model (WRMM).

The Water Issues Sub-Committee reviewed WSA24-041 at their September 3, 2024, meeting and recommended approval to City Council.

FINANCIAL IMPACT

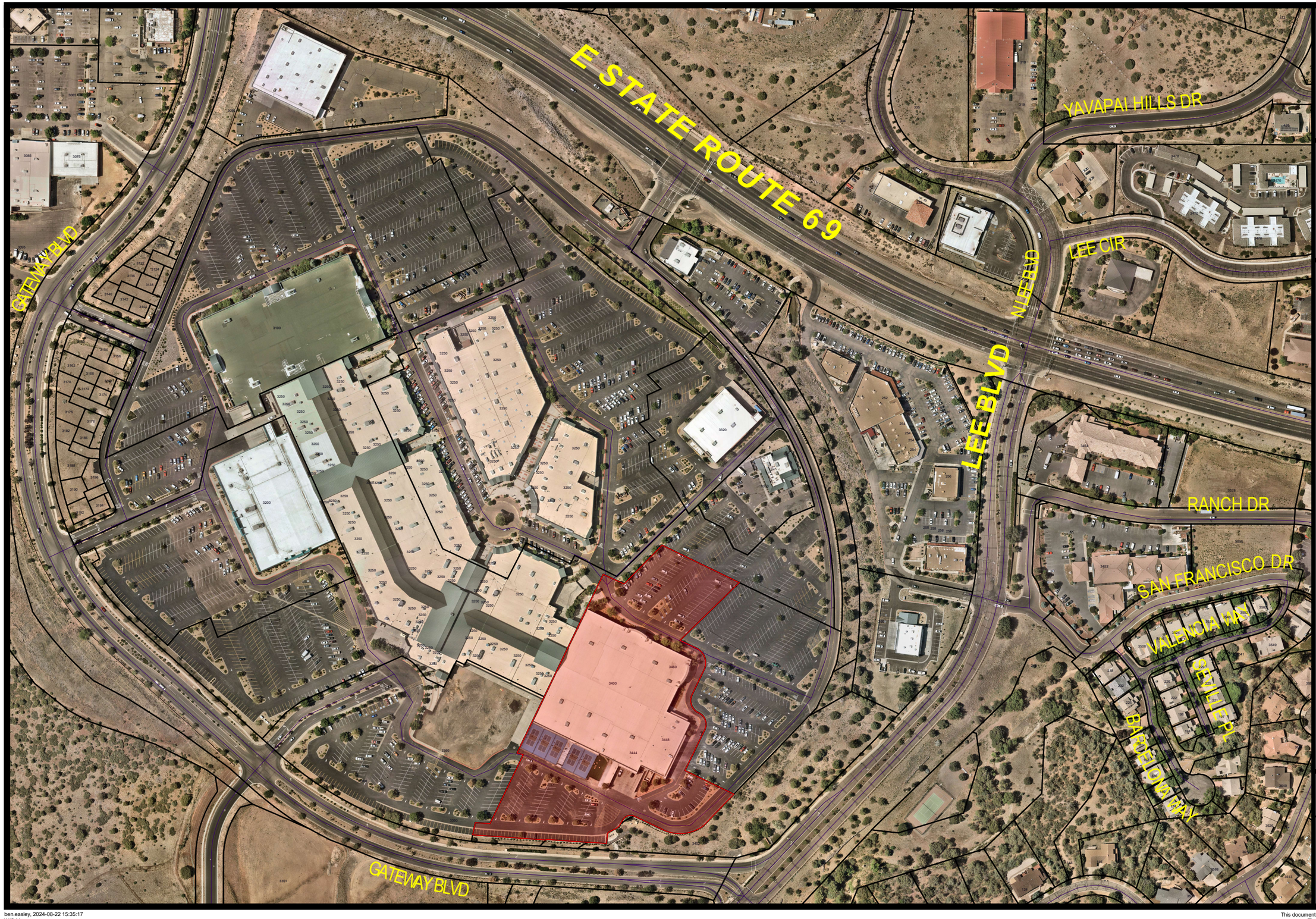
There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve or deny WSA24-041

ATTACHMENTS

1. WSA24-041_Restaurant at Espire Map
2. Augie's Site Map



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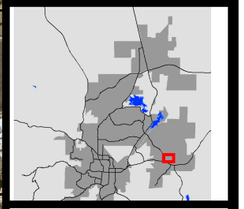

WSA24-041
Restaurant in Espire
APN 102-03-598P
6.97 Acres

This map is a product of
The City of Prescott

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WIS Maps

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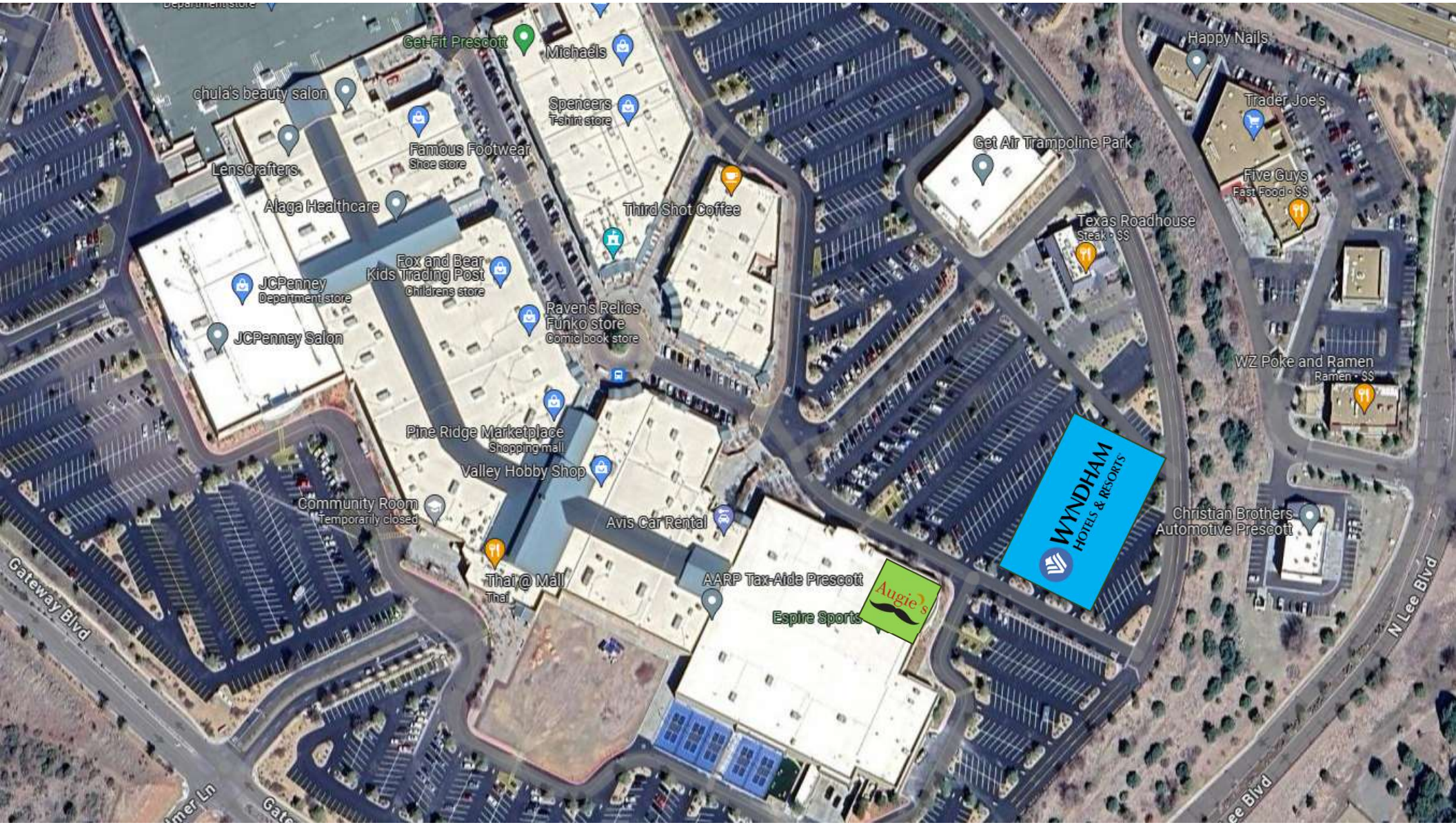
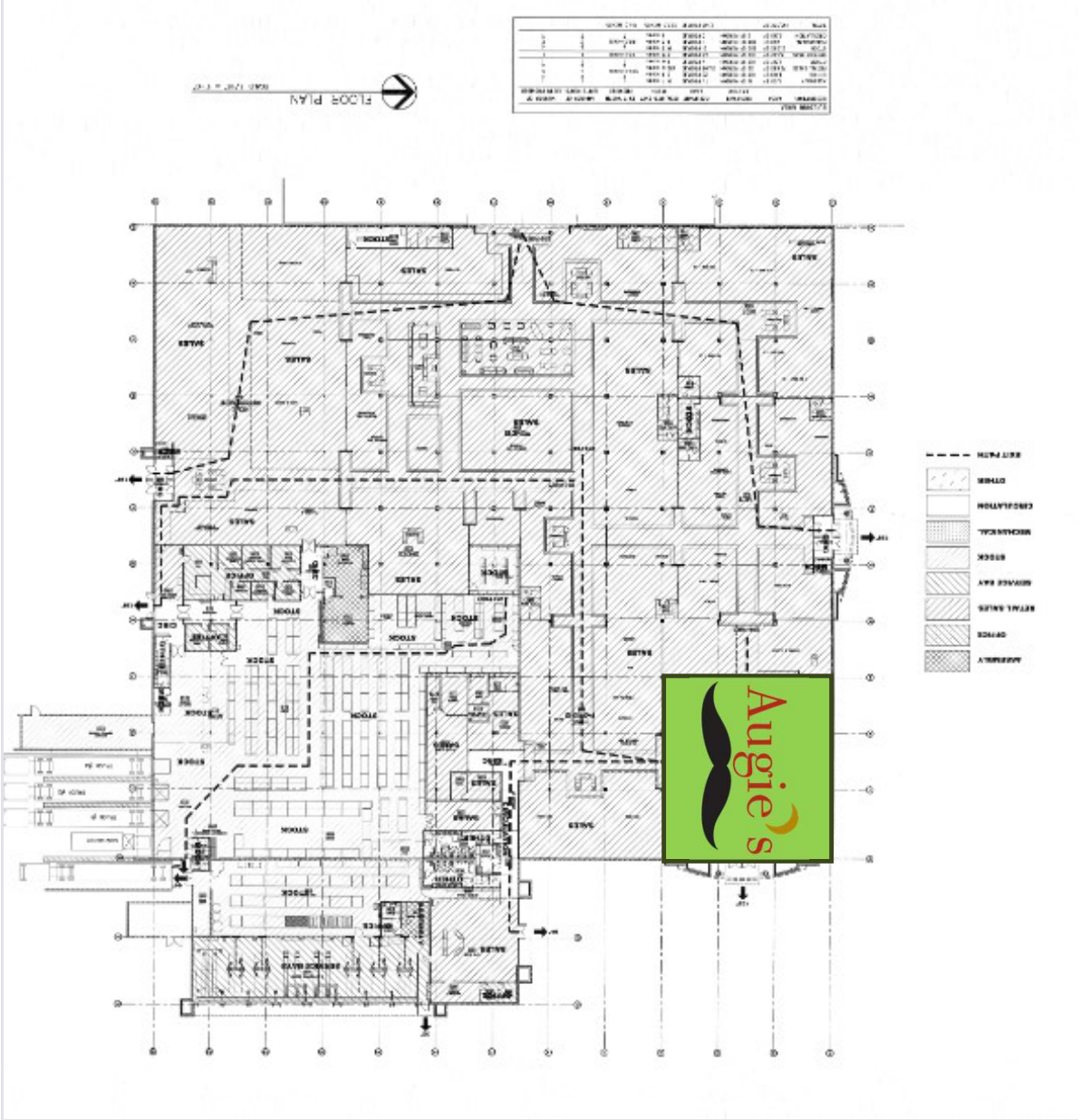
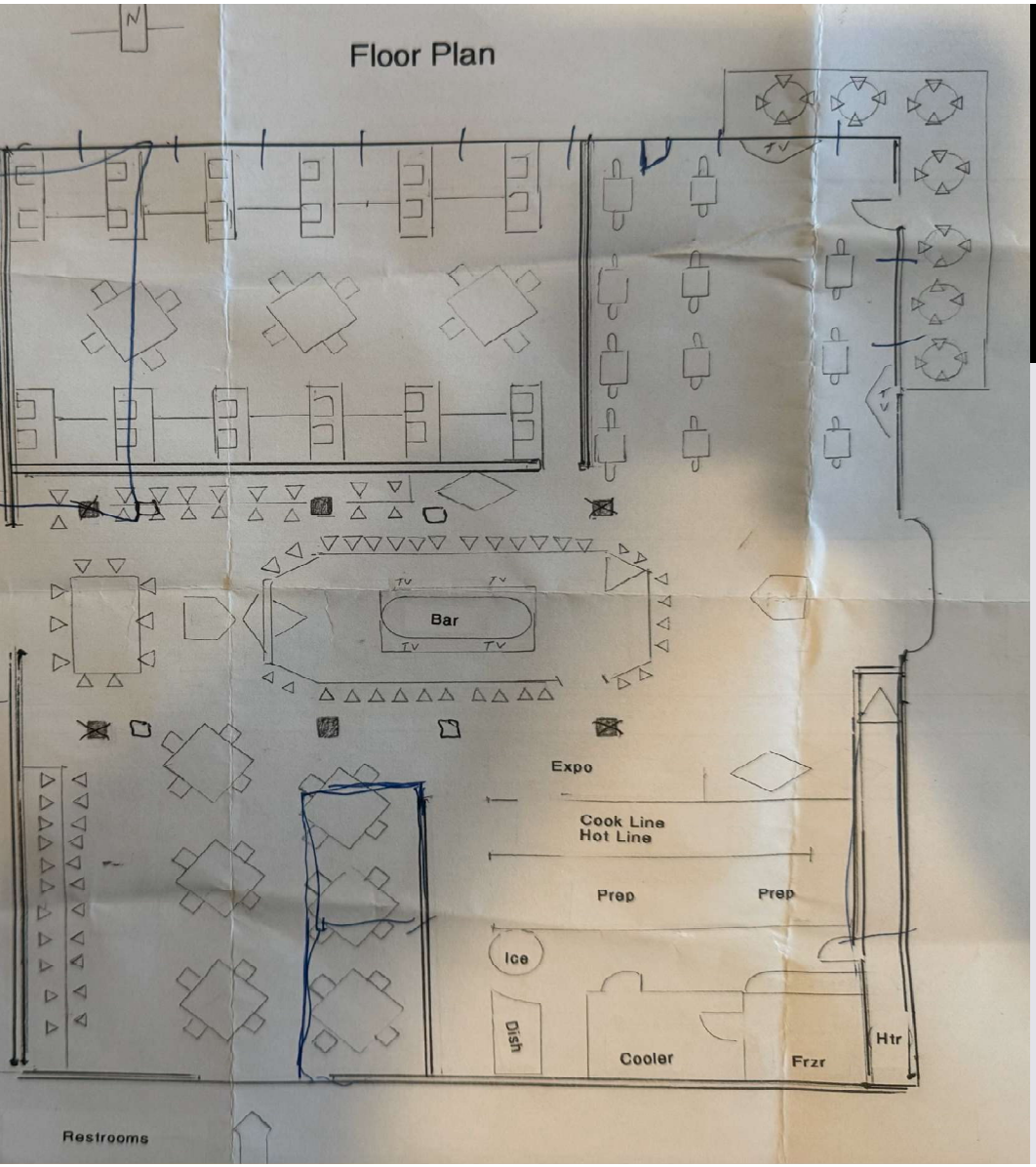

Get-Fit Prescott
Michaels
chula's beauty salon
Spencers
T-shirt store
Famous Footwear
Shoe store
LensCrafters
Alaga Healthcare
Third Shot Coffee
Fox and Bear
Kids Trading Post
Childrens store
JCPenney
Department store
JCPenney Salon
Raven's Relics
Funko store
Comic book store
Pine Ridge Marketplace
Shopping mall
Valley Hobby Shop
Community Room
Temporarily closed
Avis Car Rental
Thai @ Mall
Thai
AARP Tax-Aide Prescott
Espire Sports
Gateway Blvd
Happy Nails
Trader Joe's
Get Air Trampoline Park
Five Guys
Fast Food • $$
Texas Roadhouse
Steak • $$
WZ Poke and Ramen
Ramen • $$
WYNDHAM
HOTELS & RESORTS
Christian Brothers
Automotive Prescott
N Lee Blvd


Augie's



Proposed Restaurant build out inside the demised premises

TO:	MAYOR AND CITY COUNCIL
AGENDA:	September 24 Voting Meeting
DATE:	September 24, 2024
DEPT:	Public Works
ITEM #:	10.B
SUBJECT:	**WSA24-049**: A Water Service Application (1.90 AFY) Submitted by Distinctive Homes and Architecture, on Behalf of Owners Dave & Kristen Deborde. Location: APN 102-03-061, Comprising 1.3 Acres, in T15N, R02W, Section 25, NE 1/4.

ITEM SUMMARY

This Water Service Agreement application is for a 3,000 SF building to house a concrete block manufacturing facility. The site is located on Cirrus Drive, near the airport and is currently undeveloped.

BACKGROUND

Per the Amended 2022 Water Management Policy, a Water Service Agreement (WSA) application was submitted for this project for review and approval of the requested water usage. No formal planning application is required for this application per the Land Development Code. The WSA application package includes a basic site-plan showing proposed improvements for staff to evaluate water demand associated with the project.

A demand analysis was prepared by Kelley/Wise Engineering. The analysis was based on information from comparable manufacturing facilities provided by the supplier of the equipment used for creating the concrete blocks. The total estimated usage for employees and manufacturing processes is 1.85-acre feet per year. The minimum landscaping requirement per City code is a 10-foot landscape strip along Cirrus Drive. Based on a conversation with the project architect and owner, the minimum landscape requirement will be used for this project and the remaining area will be used for material storage and parking. The Arizona Department of Water Resources recommends a multiplier of 1.5-acre feet per year for landscaping, yielding an estimated water demand of 0.05 acre-feet per year. The total estimated water use for the project is 1.90 acre-feet per year.

The Water Issues Sub-Committee reviewed WSA24-049 at their September 3, 2024, meeting and recommended approval to City Council.

FINANCIAL IMPACT

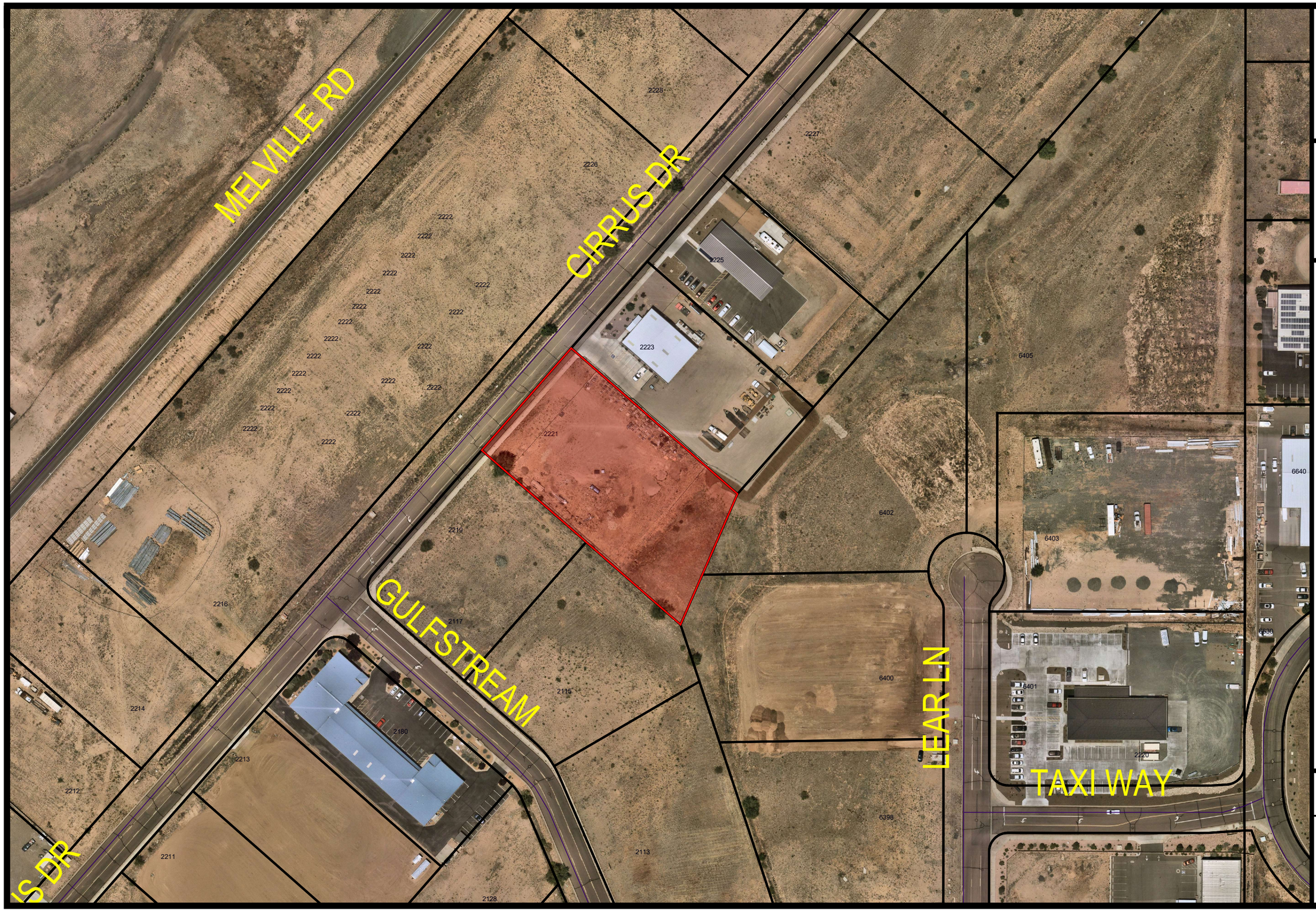
None at this time

RECOMMENDED ACTION

MOVE to approve or deny WSA24-049

ATTACHMENTS

1. Roman Stone WSA24-049 map
2. Roman Stone WSA24-049 Site Plan



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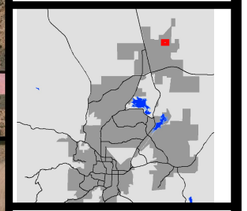

Roman Stone
WSA24-049
2221 Cirrus Drive
APN: 102-03-061
1.3 Acres

This map is a product of
The City of Prescott

0' 1" = 118'

ben.easley, 2024-08-22 16:52:29
WIS Maps

This document is a graphic representation only of best available sources.
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GENERAL NOTES

1. THESE DOCUMENTS AND THE INFORMATION HEREIN RELATING TO "DISTINCTIVE HOMES" PLANS HAVE BEEN FURNISHED IN CONFIDENCE FOR THE PRIVATE USE OF AUTHORIZED PERSONNEL; NO PART HEREOF SHALL BE COPIED, DUPLICATED, DISTRIBUTED, DISCLOSED OR MADE AVAILABLE TO OTHERS OR USED TO ANY EXTENT WHATSOEVER EXCEPT AS CORPORATION RECEIVING THIS DOCUMENT, HOWEVER OBTAINED SHALL BY VIRTUE HEREOF BE DEEMED TO HAVE AGREED TO THE FORGOING RESTRICTIONS. COPYRIGHT 2024
2. ALL CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE CODES IF DETAILED OR NOT
3. CONTRACTOR TO VERIFY ALL MEASUREMENTS PRIOR TO CONSTRUCTION.
4. CONTRACTOR TO PROVIDE WATER TIGHT DESIGN USING TYVEK OR OTHER APPROVED METHODS
5. ALL ALLOWANCES SHALL BE PROVIDED BY CONTRACTOR
6. INSTALL ALL MATERIALS TO MANU SPECS
7. SPRINKLERS ARE NOT REQUIRED FOR THIS PROJECT
8. THIS PROJECT IS NOT IN THE WUI

MATERIAL SPECIFICATIONS

CONCRETE	f'c ≥ 2500 psi
MASONRY	Grade "N", f' ≥ 1350 psi
MORTAR	Type "S" 1800 psi
GROUT	f'c ≥ 2000 psi
REINFORCING STEEL	ASTM, A-615, Fy = 40 ksi
STRUCTURAL STEEL	ASTM, A-38, Fy = 36 ksi
INTERIOR STUDS	DF#2 OR HF#2
OTHER LUMBER	DF#2
GLU-LAM BEAMS	DF#2, GRADE 24F-V8
ROOF PLYWOOD	5/8" OSB
FLOOR PLYWOOD	3/4" CDX T&G
SHEATH PLYWOOD	7/16" OSB
BOLTS	A-307, Fy = 33 ksi

MATERIAL REPORTS

ROOF	ESR 1475	GAF SHINGLES
SIDING		
STUCCO	UES-382	WESTERN 1 KOTE
STONE		
SPRAY FOAM	CCRR-1011	SWD QUICK SHIELD

REQ.D SPECIAL INSPECTIONS

	TRADE:	INSPECTOR:
NO	COMPACTION	
NO	FOUNDATION WALLS OVER 6'	
NO	WELDING	

ALL RENDERINGS ARE ARTISTIC INTERPRETATIONS OF THE DESIGN AND MAY NOT BE AN EXACT RENDITION.

INSULATION NOTES

INSULATE THE FOLLOWING TO MEET OR EXCEED IECC 2012 (CLIMATE ZONE 4):

- SKYLIGHT & DORMER WELLS (R-13)
- SOUND INSULATE AROUND MASTER SUITE & ALL BEDROOMS
- PENETRATIONS THRU GARAGE FIREWALL TO BE CAULKED WITH ASTM E814 OR UL1479 APPROVED
- BLIND JOISTS AND OTHER INTERSTITIAL FLOOR ELEMENTS SHALL BE INSULATED

1. CEILINGS (R-38 SPRAY FOAM.
   - MARKERS SHALL BE AFFIXED TO THE TRUSSES OR JOIST AND MARKED WITH MINIMUM INITIAL INSTALLED THICKNESS BY 1" HIGH NUMBERS. A MINIMUM OF ONE MARKER SHALL BE INSTALLED FOR EVERY 300 SF OF AREA WITH NUMBERS TO FACE THE ATTIC ACCESS OPENING (MARKERS SHALL BE INSTALLED AT COMBO ROUGH-IN INSPECTION OR WALL INSULATION INSPECTION.)
2. WALLS BETWEEN HEATED & NOT HEATED SPACES (R-20 CAVITY OR (R-13 CAVITY + R-5 CONTINUOUS))
   - INSULATION SHALL BE IN SUBSTANTIAL CONTACT WITH THE SURFACE BEING INSTALLED TO AVOID AIR PATHS THAT BYPASS THE INSULATION.
   - #INSULATION SHALL NOT BE COMPRESSED BY INSET STAPLING OF BATT INSULATION OR OTHER MEANS.
   - INSULATION SHALL FILL ALL CAVITIES COMPLETELY BY CUTTING INSULATION AROUND ELECTRICAL OUTLETS AND SWITCHED, AND BY SLICING INSULATION TO FIT BEHIND & IN FRONT OF ELECTRICAL WIRING & PLUMBING PIPING IN THE CAVITY.

PROJECT INFO

OWNER:	APEX BUILDING AND DEVELOPMENT LLC 5367 N. WESTERN BOULEVARD PRESCOTT VALLEY, AZ 86314 928-445-1096 OFFICE@CREATIVEOUTDOORS.INFO
ARCHITECT:	DISTINCTIVE HOMES P.O. BOX 3988 PRESCOTT, YAVAPAI, ARIZONA 86302 (928) 771-0948 ADMIN@DHOMESAZ.COM
CONTRACTOR:	PRESCOTT BUILDERS JEFF & CARL LUECK 305 N SUMMIT AVE SUITE B PRESCOTT, ARIZONA 86301 928-713-6883 SARA.HOGUE@PBOFAZ.COM

TYPE OF PROJECT	STEEL MANUFACTURING
OCCUPANCY	F-1 FACTORY
TYPE OF CONSTRUCTION	II-B
LOT SIZE	1.3 ACRES
PARKING	7 SPOTS
ZONED	INDUSTRIAL LIGHT
SETBACKS	FRONT 10 , SIDE 7 , REAR 10
LOT COVERAGE	5%
HEIGHT	14'
CODES	2018 , IBC, IPC, IMC, 2017 NEC, 2012 IECC
SUBDIVISION & LOT#	
PARCEL#	102-03-061
JOB ADDRESS	

	TOTAL	LOWER	MAIN	UPPER
USABLE	3000	0	3000	0
---	0	0	0	0
---	0	0	0	0
---	0	0	0	0
---	0	0	0	0
TOTAL UNDER ROOF	3000	0	3000	0
---	0	0	0	0
---	0	0	0	0
---	0	0	0	0

DESIGN PARAMETERS

SNOW LOAD	30 PSF	FROST DEPTH	18"
ROOF DEAD LOAD	25 PSF	TERMITE	MODERATE
DECK LIVE LOAD	60 PSF	DECAY	SLIGHT
DECK DEAD LOAD	10 PSF	WINTER TEMP	15°
FLOOR LIVE LOAD	40 PSF	FLOOD HAZARD	COP TITLE XIII
FLOOR DEAD LOAD	15 PSF	AIR FREEZE INDEX	194
WEATHERING	NEGLIGIBLE	MEAN ANNUAL TEMP	53°
SEISMIC CAT	B/C	RISK CAT I	95
EXPOSURE	C	RISK CAT II	105
WIND SPEED	115 MPH	RISK CAT III & IV	115
TOPO EFFECT	NONE	RISK CAT III & IV	115

SHEET SCHEDULE

C	COVER SHEET
C1	CIVIL COVER SHEET
C2	GRADING AND DRAINAGE PLAN
C3	PROFILE SHEET
C4	DETAIL SHEET
1.1	ARCHITECTURAL SITE PLAN
CS1	CODE SUMMARY PLAN
2.1	FLOOR PLAN
6.1	ROOF PLAN
7.1	CEILING PLAN
9.1	ELEVATIONS
M1	MECHANICAL PLAN
M2	PIPE SCHEDULES
P1	PLUMBING PLAN
P2	PLUMBING SCHEDULES
EL0	ELECTRICAL SITE
EL1	ELECTRICAL PLAN
E1	COVER SHEET
E2	ROOF FRAMING BLDGA
E3	ROOF SHEETING
E4	SIDEWALL BLDGA WALLSWA
E5	SIDEWALL BLDGA WALLSWC
E6	ENDWALL BLDGA WALLEWB
E7	ENDWALL BLDGA WALLEWD
E8	MAIN FRAME CROSS SECTION
E9	CONNECTION DETAIL
F1	ANCHOR ROD SETTING PLAN
F2	ANCHOR ROD SETTING DETAILS
F3	LOAD DRAWINGS
R1	ERECTION GUIDE SHEET
R2	ERECTION GUIDE SHEET 2
R3	ERECTION GUIDE SHEET 3
R4	DETAILS 1
R5	DETAILS 2
R6	DETAILS 3
R7	DETAILS 4
R8	DETAILS 5
R9	DETAILS 6
R10	DETAILS 7
R11	DETAILS 8
R12	DETAILS 9

REVISIONS	BY
-/-/-	-

Distinctive Homes
P.O. BOX 3988
PRESCOTT, AZ 86302
(928) 771-0948

REGISTERED ARCHITECT CERTIFICATE NO. 23538 THOMAS CHARLES TERRY SIGNED ARIZONA U.S.A.
Expires 9/30/2025

COVER SHEET

Roman Stone

DISTINCTIVE HOMES & ARCHITECTURE © 2024

DATE 5/8/2024

SHEET C

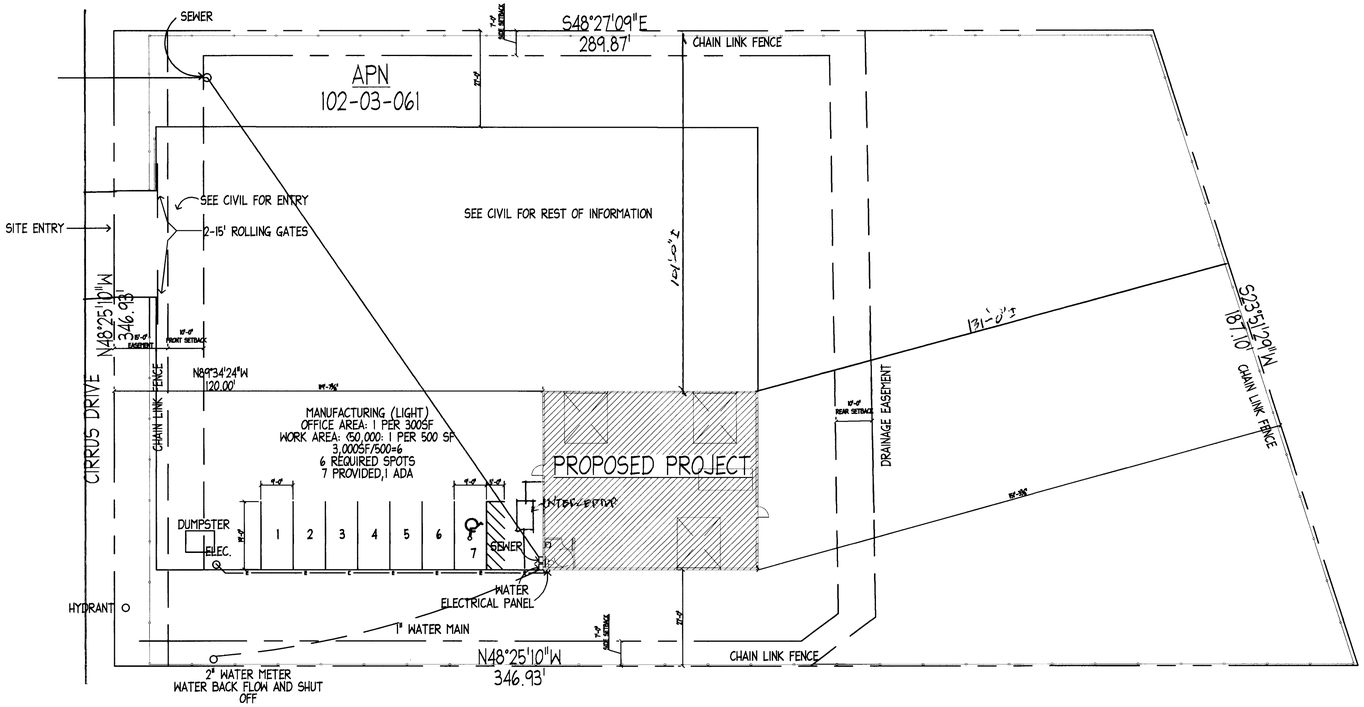
VEGETATION MANAGEMENT NOTES

ZONE 1: 0-10 FEET FROM BUILDINGS, STRUCTURES, DECKS, ETC.
1. MUST BE COMPLETED PRIOR TO THE FOUNDATION INSPECTION
2. REMOVE NATIVE BRUSH FROM UNDER TREES.
3. TRIM ALL TREES TO WHERE THE LOWEST BRANCHES OR CANOPY ARE ABOVE THE ROOF LINE.
4. TREE CANOPIES SHALL BE A MINIMUM OF 10 FEET APART.
5. TRIM OR PRUNE SHRUBS/VEGETATION TO A MAXIMUM HEIGHT OF 2 FEET AND PROVIDE A CLEAR SPACE AROUND EACH PLANT OF AT LEAST 4 FEET. SHRUBS THAT NORMALLY GROW TALLER THAN 2 FEET SHALL BE REMOVED RATHER THAN BEING IMPROPERLY PRUNED. EXCEPTION: CULTIVATED GROUND COVER DOES NOT REQUIRE CLEAR SPACE.
6. REMOVE ALL DEAD MATERIALS.
7. REMOVE ALL COMBUSTIBLE MATERIALS AND VEGETATION FROM UNDER DECKS.
8. REMOVE NATIVE BRUSH AND GRASS WITHIN 10 FEET OF BUILDINGS, STRUCTURES, AND DECKS.

ZONE 2: 10-30 FEET FROM BUILDINGS, STRUCTURES, DESKS, ETC.
1. MUST BE COMPLETED PRIOR TO THE FINAL INSPECTION
2. REMOVE ALL LADDER FUELS BY TRIMMING, PRUNING UP OR REMOVING VEGETATION FROM UNDER TREES. DISTANCE TO THE LOWEST TREE BRANCHES SHALL BE A MINIMUM OF 3 TIMES THE SHRUB HEIGHT.
3. TRIM TREE LIMBS A MINIMUM OF 6 FEET FROM THE GROUND.
4. TREE CANOPIES SHALL BE A MINIMUM OF 10 FEET APART AND NO CLOSER THEN 10' TO ANY STRUCTURE, UNLESS TRIMMED ABOVE THE ROOFLINE.
5. REDUCE THE CONTINUITY OF FUELS BY REMOVING DEAD MATERIAL AND REMOVING/THINNING SHRUBS SO THAT A PERSON CAN WALK BETWEEN THEM. CREATING ISLANDS OF SHRUBS/VEGETATION FOR WILDLIFE HABITAT IS RECOMMENDED.
6. CUT GRASSES TO A MAXIMUM OF 4 INCHES ABOVE THE GROUND LEVEL.
7. WHERE VEGETATION IS GREATER THAN 4 FEET IN HEIGHT, CREATE A CLEAR SPACE AROUND EACH PLANT (OR GROUP OF PLANTS), TWICE THE HEIGHT OF THE PLANT IN WIDTH.
8. ON SLOPES GREATER THEN 20% GRADIENT, VEGETATION TREATMENT SHALL BE EXTENDED AN ADDITIONAL 100 FEET TO A TOTAL OF 130' FROM THE STRUCTURE, OR TO THE PROPERTY LINE, IF LESS THEN 130 FEET.
9. REMOVE THE TOP OR MOST RECENT LAYER OF UNDECOMPOSED (LIGHT COLORED) PINE NEEDLE OR LEAF DROPPINGS. THE UNDERLYING DARKER, DECOMPOSING MATERIAL SHOULD REMAIN UNDISTURBED.

ZONE 3: 30-150 FEET FROM BUILDING, STRUCTURES, DECKS, ETC WHERE NO SLOPES EXIST.
1. MUST BE COMPLETED PRIOR TO THE FINAL INSPECTION
2. REMOVE ALL LADDER FUELS BY TRIMMING, PRUNING UP OR REMOVING VEGETATION FROM UNDER TREES. DISTANCE TO THE LOWEST TREE BRANCHES SHALL BE A MINIMUM OF 3 TIMES THE BRUSH HEIGHT.
3. REMOVE ALL DEAD MATERIALS.

ALL VEGETATION FUEL MODIFICATIONS SHALL EXTEND TO THE PROPERTY LINE, WHERE REQUIRED. DEFENSIBLE SPACE SHALL BE MAINTAINED AT LEAST ANNUALLY. OPTIONAL PLANTING OF FIRE RESISTIVE VEGETATION SHALL BE IRRIGATED. FOR QUESTIONS CONCERNING THE REQUIREMENTS, CALL PRESCOTT FIRE DEPARTMENT WILDLAND DIVISION AT 928-777-1700. PLEASE CALL THE IVR HOTLINE AT 928-777-1176 TO SCHEDULE VEGETATION MANAGEMENT INSPECTIONS.



SITE PLAN

SCALE 1" = 20'-0"

LEGEND

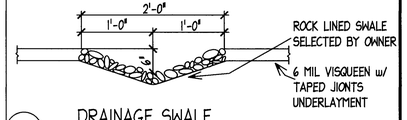
	PROPERTY BOUNDRY
	SETBACK/EASEMENT
	EXISTING MAJOR TOPO LINE
	EXISTING MINOR TOPO LINE
	SWALE
	UTILITIES
	PAVERS
	CONCRETE
	FENCE
	STRAW WATTLE

SITE NOTES

1. FINAL INSPECTION REQUIRED PRIOR TO OCCUPANCY.
2. PROVIDE VISIBLE & LEGIBLE ADDRESS # ON BUILDING.
3. CONTRACTOR TO VERIFY ALL MEASUREMENTS & UTILITY LOCATIONS PRIOR TO CONSTRUCTION.
4. CONTRACTOR SHALL SLOPE GRADE AWAY FROM & AROUND STRUCTURES INTO EXISTING DRAINAGE PATHS 6" SLOPE IN 10'-0"
5. CONTRACTOR SHALL REMOVE FROM SITE ALL CUT TREES, BRUSH & OTHER MATERIALS BY COMPLETION OF PROJECT.
6. LANDSCAPE TO REMAIN NATURAL, REPLANT ALL DISTURBED AREAS W/ FESCUE GRASS & WILD NATURAL BLEND.
7. ALL EXPOSED CUT & FILL AREAS SHALL HAVE ROCK SELECTED BY OWNER WITH FILTER FABRIC
8. AREAS WITH 2:1 SLOPES SHAL HAVE 4'-6" RIP-RAP.
9. CONTACT BLUESTAKE 2 DAYS BEFORE DIGGING.
10. MINIMUM GRADE AWAY FROM BUILDING - 6" IN 10" TYPICAL.
11. PROVIDE MAIN WATER SHUTOFF OUTSIDE BUILDING.
12. PROVIDE 6 MIL VISQUEEN WITHIN 20' OF HOUSE UNDER LANDSCAPING.
13. PROVIDE UNDERGROUND PIPING FROM DOWNSPOUT TO DRAINAGE SWALES.
14. IF FILL IS 2 FT. OR GREATER UNDER FOUNDATION, A SOIL COMPACTION INSPECTION REPORT WILL BE REQUIRED.
15. IF BLASTING IS REQ'D, CONTACT THE FIRE DEPT FOR BLASTING APPROVAL.
16. EROSION AND SEDIMENT CONTROL MEASURES (STRAW WATTLES) WILL BE PROVIDED DOWNSTREAM OF ALL CONSTRUCTION
17. 8 CU YDS EXPORT = 149 CU YDS FILL - 157 CU YDS CUT

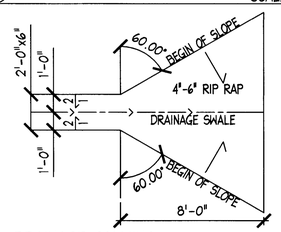
KEY NOTES

1. PROVIDE PVR PRESSURE REDUCER VALVE w/ CUSTOMER SHUT OFF VALVE PER COP316P ON WATER LINE
2. PROVIDE 2 WAY CLEAN OUT w/ BACKWATER VALVE INSTALL PER COP440P-3 @ SEWER ENTRANCE INTO BUILDING
3. PROVIDE TRACKOUT PAD 2'-4" ANGULAR AGG 4" THICK o/ GEOTEXTILE FABRIC MIN SIZE 12'X15' FLARED @ ROADWAY @ DRIVEWAY ENTRANCE



1 DRAINAGE SWALE

SCALE 1"=1'-0"



2 DRAINAGE CALMING

SUBDIVISION & LOT#
PARCEL#
JOB ADDRESS 102-03-061

	TOTAL	LOWER	MAIN	UPPER
USABLE	3000	0	3000	0
---	0	0	0	0
---	0	0	0	0
---	0	0	0	0
---	0	0	0	0
TOTAL UNDER ROOF	3000	0	3000	0
---	0	0	0	0
---	0	0	0	0
---	0	0	0	0

REVISIONS	BY
-/-/-	-

Distinctive Homes
P.O. BOX 3988
PRESCOTT, AZ 86302
(928) 771-0948

REGISTERED ARCHITECT
CERTIFICATE NO.
23538
THOMAS
CHARLES TERRY
ARIZONA U.S.A.
Expires 6/30/2025

SITE PLAN

Roman Stone
DISTINCTIVE HOMES & ARCHITECTURE © 2024

DATE 5/8/2024
SHEET 1.1

TO:	MAYOR AND CITY COUNCIL
AGENDA:	September 24 Voting Meeting
DATE:	September 24, 2024
DEPT:	Community Development
ITEM #:	10.C
SUBJECT:	Presentation, Public Hearing, & Discussion Regarding Comments for the CDBG Program Year 2023 Consolidated Annual Performance Report (CAPER).

ITEM SUMMARY

The City of Prescott is required to make public annually the CAPER, a written summary and evaluation of accomplishments and performance based on the goals and activities described in the Consolidated Plan. The CAPER will be available for review at the Community Development Customer Service kiosk, the City Library, and on the City's website https://prescott-az.gov/planning-and-zoning/cdbg/

A 15-day comment period will follow publication. The 15-day comment period began on September 9, 2024 and ends September 24, 2024. The CAPER is submitted to HUD, along with a summary of comments received.

BACKGROUND

The PY23 grant cycle demonstrated great success and impact for the City of Prescott, with a focus on supporting low- and moderate-income people and households. Key highlights included expanded services and outreach to vulnerable populations such as people with disabilities, youth, seniors, and other low- and moderate-income groups. Major initiatives focused on improving health, well-being, and stability through classes, counseling, a diaper bank, transportation assistance, career development, minor home repair, and the rehabilitation of transitional living residences.

FINANCIAL IMPACT

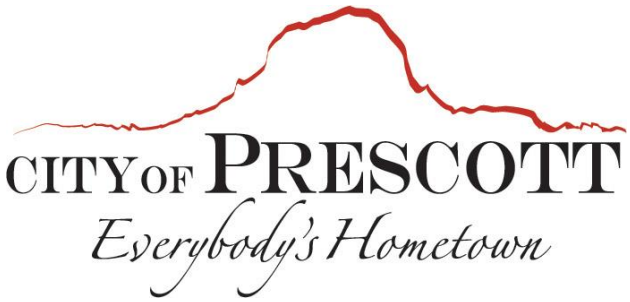
None

RECOMMENDED ACTION

MOVE to close public hearing for the 2023 CDBG CAPER

ATTACHMENTS

1. Prescott CDBG Program Year 2023 CAPER (Draft)



City of Prescott

2023

CDBG Consolidated Annual Performance Evaluation Report (CAPER)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The PY2023 grant cycle demonstrated significant progress and impact for the City of Prescott, with a continued focus on supporting low- and moderate-income (LMI) individuals and households. Key highlights included:

- Public Services:
  - Expanded transportation assistance for elderly and disabled adults through partnerships with People Who Care and New Horizons Disability Empowerment Center.
  - Supported basic needs of LMI households through Community Counts' Wrapped in Love Diaper Bank, providing diapers, incontinence supplies, and period products.
  - Implemented workforce development initiatives, including a needs assessment for youth aged 18-24 by Yavapai Big Brothers Big Sisters and skills training through the Launch Pad.
- Public Facility/Infrastructure:
  - VA Officer's Quarters remodeling (US VETS): Project is scheduled to commence in Fall of 2024. While still in progress, this initiative is on track to provide 24 housing units to homeless Veterans.
  - New Hope Wellness Center rehabilitation (NAZCARE): Project has started with a completion date of November 2024. Upon completion, it is projected to benefit 14 LMI individuals in transitional housing and serve 82 individuals annually.
  - Minor Home Repair Program continued to support local residents and maintain existing housing stock.
- Program Adminstration:
  - Expanded partnerships with non-profit groups, government agencies, and private entities.
  - Successfully administered the PY2023 CDBG Annual Action Plan in accordance with federal guidelines.
  - Coordinated effectively with subrecipients to ensure timely project execution and reporting.

The ongoing status of the US VETS and NAZCARE projects reflects the complex nature of these substantial facility improvements. Despite not being completed within this program year, both projects have made significant strides and remain on track to deliver vital services to our community. The phased approach to these projects ensures that we maintain high standards of quality while working towards completion. We

anticipate that the full impact of these initiatives will be realized in the coming year, demonstrating our long-term commitment to improving facilities and services for our most vulnerable residents.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)
Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administration	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	3760	0	0.00%			
Administration	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	940	0	0.00%			

Basic Needs	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	600	782	130.33%	609	782	128.41%
Basic Needs	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%			
Basic Needs	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	40	0	0.00%			
Decent Affordable Housing	Affordable Housing	CDBG: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	50	0	0.00%			
Decent Affordable Housing	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	50	0	0.00%			
Decent Affordable Housing	Affordable Housing	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	10	0	0.00%			

Economic Development	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	32		90	32	35.56%
Economic Development	Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	40	0	0.00%	50	0	0.00%
Emergency and Transitional Shelter	Homeless	CDBG: $	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	20	0	0.00%			
Emergency and Transitional Shelter	Homeless	CDBG: $	Homelessness Prevention	Persons Assisted	0	0		14	0	0.00%
Facilities and Infrastructure Improvements	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	4700	0	0.00%	138	0	0.00%
Facilities and Infrastructure Improvements	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	220	0	0.00%			

Facilities and Infrastructure Improvements	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Rental units rehabilitated	Household Housing Unit	0	0		124	0	0.00%
Facilities and Infrastructure Improvements	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homeowner Housing Added	Household Housing Unit	0	0		5	0	0.00%
Facilities and Infrastructure Improvements	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homelessness Prevention	Persons Assisted	0	0		138	0	0.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

giving special attention to the highest priority activities identified.

In PY2023, the City of Prescott continued to strategically deploy CDBG funds to address key Consolidated Plan priorities and meet the CDBG National Objective of benefitting low- and moderate-income (LMI) households and individuals.

A significant focus this year was on improving housing conditions and access to services for LMI residents. The Minor Home Repair Program, building on its success from the previous year, assisted [insert number] lower-income households by making essential home repairs. These improvements addressed critical housing needs and enhanced the quality of life for vulnerable residents, including the elderly and disabled.

Transportation access remained a priority, with CDBG funds allocated to provide crucial transportation services for low-income seniors and people with disabilities. This initiative, carried out in partnership with People Who Care and New Horizons Disability Empowerment Center, enabled LMI residents to access essential services, medical appointments, and community resources.

The City also made strides in addressing the needs of LMI families through support for Community Counts' Wrapped in Love Diaper Bank. This program provided essential supplies to [insert number] LMI households, alleviating financial stress and improving health outcomes for families with young children.

Workforce development was another key area of investment. Through partnerships with Yavapai Big Brothers Big Sisters and the Launch Pad, the City supported job training and skills development for [insert number] LMI youth and young adults, fostering economic opportunities and self-sufficiency.

While still in progress, the rehabilitation of NAZCARE's New Hope Wellness Center and the remodeling of the former Officer's Quarters at the Prescott VA (in collaboration with US VETS) demonstrate the City's commitment to improving facilities that serve vulnerable populations. These projects, once completed, will significantly enhance support for individuals with co-occurring disorders and provide improved housing for formerly homeless veterans.

These initiatives, along with ongoing investments in housing rehabilitation and social services, showcase the City's effective use of CDBG funds to advance Consolidated Plan priorities and serve LMI populations in accordance with the

CDBG National Objective. The City remains committed to championing high-impact CDBG projects that make a tangible difference for priority low-income populations, including the disabled, elderly, at-risk of homelessness, and unemployed youth.

As we move forward, the City will continue to refine its approach, ensuring that our limited CDBG funds are used in ways that lead to maximum benefits for our most vulnerable residents. By maintaining our focus on housing quality, access to services, and economic opportunities, we aim to create lasting positive change in our community.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	731
Black or African American	28
Asian	3
American Indian or American Native	23
Native Hawaiian or Other Pacific Islander	0
Total	785
Hispanic	166
Not Hispanic	619

Table 2 – Table of assistance to racial and ethnic populations by source of funds

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	255,754	89,482

Table 3 - Resources Made Available

Narrative

For Program Year 2023, all public service activities have been funded and grand monies dispersed. Construction projects, which include US Officer Quarters and NAZCARE's Hope Wellness Center are still in process.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Census Tract 10, Group 6			
Census Tract 3, Block Group 2			
Census Tract 9, Group 1			
Census Tract 9, Group 2			
Census Tract 9, Group 4			
Citywide	100		
Dexter Neighborhood			
Gail Gardner Neighborhood			
West Side Neighborhood			

Table 4 – Identify the geographic distribution and location of investments

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Prescott works with subrecipients to carry out most activities funded by CDBG. Subrecipients include private non-profit organizations and other public agencies. Some subrecipients are identified through the consolidated planning process, where housing strategies are continually discussed and structured. Other subrecipients apply through the City of Prescott's open CDBG proposal process. In both cases, the City of Prescott carefully evaluates each agency's capacity and project proposals to ensure they align with the objectives in the Five-Year Consolidated Plan and follow federal spending guidelines.

The Program Year 2023 CDBG program leveraged approximately $487,227 in matching funds for project and activities. While a match is not required through our application process, it does figure into how dollars are awarded and who gets funded.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	19	0
Number of Non-Homeless households to be provided affordable housing units	0	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	19	0

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	19	0
Number of households supported through Acquisition of Existing Units	0	0
Total	19	0

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

Some goals for the year were not fully met due to delays with two key construction projects. The Agape House project aims to rehabilitate their transitional housing facility for families in need. The Agape House continues operating their existing transitional housing program, providing 6-9 month stays for families overcoming homelessness.

The US Vets Officer Quarters project has faced a delay in breaking ground due to difficulties securing water utility permissions. This project will provide vital permanent supportive housing for up to 24 previously homeless veterans once constructed. Despite diligent work by US Vets, complex coordination with multiple jurisdictions has postponed the start.

Discuss how these outcomes will impact future annual action plans.

The City of Prescott CDBG program continues to function successfully, and key goals across housing, homelessness, and community development are on target. Implementation of strategies in the Consolidated Plan have made a major impact, improving the lives of low- and moderate-income residents.

Future Annual Action Plans will continue responding to pressing needs like the lack of affordable housing. However, outcomes will ultimately depend on the level of CDBG funding and other resources available.

The City of Prescott is grateful for CDBG resources and looks forward to continued success in leveraging these funds to address priority community needs. Careful targeting of resources and collaboration with partners will be key in future Annual Action Plans.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City does provide fair housing resources to residents in need and provides referrals to a network of non-profit partners in the community who serve the homeless population. These agencies are CCJ, US VETS, PASS, Catholic Charities, and many more. These agencies provide wrap around services to the homeless and highly mobile populations. The primary homeless serving agencies we funded in PY21 are PASS - Prescott Area Shelter Services (PASS) -temporary shelter for women and children, and Agape House (transitional housing for homeless families).

These subrecipients serve unsheltered families individually and assess their needs.

Addressing the emergency shelter and transitional housing needs of homeless persons

Yavapai County has a coalition of providers who include many of the past, current, and future CDBG grant recipients. This coalition is called "Collective Impact" and is working together to eliminate homelessness in the County. The Collective Impact group also serves as the area's "Continuum of Care" in terms of HUD reporting. The City meets with this group every month for two hours to hear about Community Needs and give updates on the City's CDBG program. By meeting on a regular basis, the City can assess the emergency shelter and transitional housing needs of homeless persons.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The Collective Impact group also serves as the area's "Continuum of Care." The City meets with this group every month for two hours to hear about Community Needs and give updates on the City's CDBG program. By meeting on a regular basis, the City can assess the emergency shelter and transitional housing needs of homeless persons. This is a unique way for the City to reach out to residents who are at risk of becoming homeless who are exiting publicly funded instituions of care.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

A significant achievement in PY2023 was the completion of our three-year rehabilitation project with Agape House. This milestone represents a major step forward in our efforts to help homeless individuals and families transition to permanent housing and independent living. The newly renovated Agape House facilities now provide enhanced support for chronically homeless individuals and families, families with children, and those at risk of homelessness.

Additionally, the ongoing project with US VETS to create low-income apartments for formerly homeless and LMI veterans at the former Officer's Quarters at the Prescott VA, while still in progress, continues to demonstrate our commitment to serving veterans and their families. Once completed, this project will further expand our capacity to provide stable, affordable housing to this vulnerable population.

The successful completion of the Agape House project, coupled with our ongoing efforts and partnerships, underscores the City of Prescott's dedication to addressing homelessness comprehensively. We continue to leverage our CDBG funds and community partnerships to create lasting positive change, with a focus on providing pathways to permanent housing and independent living for our most vulnerable residents.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Prescott continues to support those organizations that provide services because we do not currently have a public housing authority. The City participates in the monthly Continuum of Care meetings via Collective Impact to help agencies in the area partner to reach needs and discuss what the options are for starting a Public Housing Authority.

The City answers questions from the Community regarding Section 8 vouchers and public housing authorities.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City does not currently have a public housing authority, however, a Workforce Housing Committee has been created to further survey local affordable housing options and effective strategies.

Actions taken to provide assistance to troubled PHAs

The City does not have a public housing authority at this time.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City of Prescott remained committed to addressing barriers to affordable housing throughout PY2023. While a formal Fair Housing Workshop was not conducted this year, the City maintained its strong partnership with the Southwest Fair Housing Council (SWFHC). We continued to refer residents with housing fairness questions to both SWFHC and Community Legal Services of Arizona, ensuring ongoing support for fair housing practices. Recognizing the importance of education in this area, we are actively planning a Fair Housing Workshop for the late fall to bolster awareness and understanding within our community.

Our commitment to diverse housing options remained steadfast, with zoning ordinances continuing to allow for a variety of housing types, including mobile homes and manufactured homes. The City remained vigilant in protecting these affordable housing options and preventing the institution of artificial barriers to new affordable housing projects.

The Workforce Housing Committee pressed forward with its assessment of building codes and incentives to encourage development. Building upon the success of the previously completed teacherage project, the City continues to make strides in providing affordable housing options for the workforce in Prescott.

Support for underserved populations remains a priority. The Rowle P. Simmons Adult Center continued to offer an array of services, activities, and meals for our aging senior population. Our "Change for the Better" initiative, which raises funds through downtown donation meters, continued to provide crucial support for homeless outreach and prevention.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The City of Prescott took comprehensive action to address obstacles in meeting underserved needs during PY2023. We continued to work closely with various agencies and stakeholders to maintain a deep understanding of our community's evolving needs.

Our public services saw significant enhancement this year. We expanded transportation assistance for elderly and disabled adults through strengthened partnerships with People Who Care and New Horizons Disability Empowerment Center. Support for basic needs of LMI households was bolstered through Community Counts' Wrapped in Love Diaper Bank. Additionally, we implemented targeted workforce development initiatives for youth and young adults in collaboration with Yavapai Big Brothers Big Sisters and the Launch Pad.

Housing improvements were a key focus area. The City's Minor Home Repair Program continues to stabilize existing housing stock and address the needs of LMI, elderly, and disabled homeowners. Substantial progress was made on the rehabilitation of NAZCARE's New Hope Wellness Center, which, upon completion, will enhance support for individuals with co-occurring disorders and provide improved transitional housing. The remodeling project of the former Officer's Quarters at the Prescott VA, in partnership with US VETS, continued to advance, promising improved housing for formerly homeless veterans upon its completion.

To widen the reach of the Prescott CDBG Program and better address underserved needs, we expanded our network of partnerships with non-profit groups, government agencies, and private entities. The number of overall new applicants increased by three.

These multifaceted actions underscore the City's ongoing dedication to addressing the diverse needs of its underserved populations. Our focus remains on improving access to services, enhancing housing quality, and expanding economic opportunities for LMI residents. While challenges persist, we are committed to continually adapting our strategies to overcome obstacles and better serve our community's most vulnerable members.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

We maintained clear language in our subrecipient agreements regarding lead-based paint regulations. This language ensures that any construction or rehabilitation of residential structures assisted under the agreement is subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. These regulations apply to all CDBG-assisted housing and require proper notification of potential lead-based paint presence to all owners, prospective owners, and tenants of properties constructed prior to 1978.

Our partnership with the Yavapai County Contractors Association remains strong, allowing us to provide subrecipients with current LEAD and EPA rules. This collaboration ensures that all parties involved in housing rehabilitation projects are well-informed about the latest safety standards and regulations.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Prescott continued its multifaceted approach to reducing poverty, guided by insights from our annual community Needs Workshop. Our referral system remained a crucial tool in connecting families to vital social services, including food banks, housing aid, and job programs. The Collective Impact Partnership continued to play a pivotal role, convening monthly meetings that brought together government entities, non-profits, and other stakeholders to collaborate on addressing poverty comprehensively.

Additionally, our housing rehabilitation programs, including the Minor Home Repair Program, continued to help low-income families maintain quality housing, an essential factor in poverty reduction. Through

these strategic investments, collaborative efforts, and direct relief programs, we've worked diligently to create and strengthen pathways out of poverty for our community members.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Prescott continues to make progress towards institutional structure and community delivery systems which address affordable housing, homelessness, and community development needs. This includes involvement Collective Impact Partnership comprised of the City's Community Development department, Prescott Police, County agencies, numerous non-profits, and all CDBG-funded organizations.

Together, these partners work to increase access to affordable housing, reduce homelessness through prevention and support services, revitalize communities, and promote economic opportunity. The Collective Impact Partnership facilitates collaboration, coordinates service delivery, and aligns resources for maximum impact.

The City's CDBG program has developed an extensive network of partner organizations to connect residents to available social services. CDBG funding supports non-profits providing housing, homeless services, community health services, youth programs, disability services, food access, and more.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City does not currently have a Public Housing Authority. The City works in coordination with the non-profit and public based coalition "Collective Impact" to keep abreast of any unmet community needs and to make continuous improvements to the public services provided to City residents and the public grants made available via CDBG.

The City of Prescott is working on updating the impediments to fair housing choice and included a survey in our CDBG Consolidated Plan Needs Assessment. These responses and more community outreach will be used in our update.

Public Agencies in Prescott work daily in coordination to meet private housing needs, refer residents to social service agencies and public housing authorities.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City continues to partner with the Southwest Fair Housing Council to provide an annual "Fair Housing Workshop" and refers residents who have housing fairness questions to the SWFHC, Attorney General, ADOH AND Comunity Legal Services of Arizona.

The City has a Fair Housing Web Page and takes complaints from the community members when they feel they have been discriminated against. The City is in the process of updating its "Impediments to Fair Housing" report and will add two new strategies that were not in the report published five years ago.

1. Create a worksheet on how to avoid breaking fair housing laws and market to rental companies and the Prescott Area Association of Realtors (PAAR)

2. Create a worksheet on how to make new development projects more accessible by utilizing the current Building Code and Zoning Code.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Prescott monitors all CDBG-funded activities to ensure that the activity is in compliance with all applicable federal, state and local regulations and to ensure timely expenditure of funds. The administrative staff offers technical support to assist applicants in managing funding according to procurement standards of HUD and the City of Prescott. The grant administrator is involved with all construction projects to ensure compliance with procurement regulations and Davis Bacon Labor Standards.

The City has created a CDBG Program Handbook and Monitoring Guide and conducts mandatory training for all subrecipients. The City also creates a monitoring schedule each year and lets the subrecipients know what to expect and how to prepare for a monitoring visit. On-site monitoring visits of each subrecipient are done by the CDBG Grant Coordinator.

Local non-profits receiving CDBG funding must enter into subrecipient contracts prior to the release of funding and submit annual progress reports. Expenditures are monitored for appropriateness and eligibility before payment.

Annual Reports are required from all subrecipients and all construction projects are photographed before, during and after completion.

Comprehensive Planning includes outreach to all the Citizens of Prescott, community-based partner agencies, our Citizen Advisory Committee (CAC) and a community-wide needs assessment.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The 2023 CAPER will be made available at the following prominent locations: Prescott City Hall Lobby and Office of the CDBG Coordinator; 201 S. Cortez Street, Prescott, AZ 86303, the Prescott Public Library, and on the City of Prescott website: https://prescott-az.gov/planning-and-zoning/cdbg/

From September 9th, 2024 to September 24th, 2024, the CAPER was available to the public for review and comment. A public hearing was held to discuss the PY 2023 CAPER with the City Council on September 24th, 2024.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City does not currently recommend any changes to the program objectives in its 2020-2024 plan. During the needs assessment and public outreach portion of the 2020-2024 Consolidated Planning process, the City residents and Community Advisory Committee recommended adding two new priority areas. Renter and Health related priorities were added to the 2020-2024 approved consolidated plan.

The City continuously assesses the community needs each year with a "Needs Assessment" workshop as well as numerous public meetings, public hearings, and community outreach.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The City does not currently recommend any changes to the program objectives in its 2020-2024 plan. During the needs assessment and public outreach portion of the 2020-2024 Consolidated Planning process, the City residents and Community Advisory Committee recommended adding two new priority areas. Renter and Health related priorities were added to the 2020-2024 approved consolidated plan.

The City continuously assesses the community needs each year with a "Needs Assessment" workshop as well as numerous public meetings, public hearings, and community outreach.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 8 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					

Table 9 – Qualitative Efforts - Number of Activities by Program

Narrative