



TOWN COUNCIL NOTICE & AGENDA

SPECIAL MEETING
TUESDAY, AUGUST 13, 2024
6:00 PM

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

***AMENDED* AGENDA – Item 6(a) Attachment**

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation from the Prescott National Forest regarding updates on the Yavapai Ranch Conservation Projects.

3. CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

4. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.
- b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

5. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any

Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

- a. Consideration and possible action to approve Job Order No. 1 to the Cooperative Purchasing Agreement with Fann Contracting, Inc., for the New Public Works Office Building Remodel project for \$344,700.
- b. Consideration and possible action to approve Job Order No. 2 to the Cooperative Purchasing Agreement with Fann Contracting, Inc., for the New Human Resources Office Building Remodel project for \$248,400.
- c. Consideration and possible action to authorize the Mayor to sign a letter of support for Upper Verde River Watershed-Yavapai Ranch (Phase IV) Land & Water Conservation Fund Request by Prescott National Forest.
- d. Consideration and possible action to rescind Bill Burns's appointment to the Public Safety Retirement Board.
- e. Consideration and possible action to approve the June 11, 2024, regular meeting minutes.
- f. Consideration and possible action to approve the June 25, 2024, study session, regular meeting, and special meeting minutes.
- g. Consideration and possible action to approve the July 9, 2024, study session and regular meeting minutes.
- h. Consideration and possible action to approve the July 10, 2024, study session minutes.

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Consideration and possible action to adopt Resolution No. 2024-1268, declaring and adopting the results of the 2024 Primary Election held on July 30, 2024.

Recommended Action: Adopt Resolution No. 2024-1268, declaring and adopting the results of the 2024 Primary Election held on July 30, 2024.

7. EXECUTIVE SESSION

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, or salary of Cindy Blackmore, Town Manager.

8. ADJOURNMENT

Dated this 6th day of August, 2024.

By: *Erin N. Deskins, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 928-636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

Council meetings are live-streamed on Town of Chino Valley Facebook page.

CERTIFICATION OF POSTING		
The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.		
Date: _____	Time: _____	By: _____ Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 8/13/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Job Order No. 1 to the Cooperative Purchasing Agreement with Fann Contracting, Inc., for the New Public Works Office Building Remodel project for \$344,700.

SUMMARY:

Public Works administrative staff currently share an office building with Development Services located at 1982 Voss Drive. The New Public Works Office Building Remodel project will remodel the existing approximately 3,000 SF building located at 1950 Voss Drive (the former Police Station). The remodel includes:

- Bathroom Renovations
- Kitchen Renovations
- Flooring
- Interior Paint
- Roofing

The anticipated construction schedule duration is 11 weeks.

Procurement of construction services utilizes the Town's Cooperative Purchasing Agreement with Fann Contracting, Inc. which piggybacks off the City of Prescott Job Order Contract for Citywide Construction Service, Contract Number 2023-067. The agreement allows a maximum dollar amount of an individual Job Order not to exceed \$1,000,000 and the combined maximum dollar amount during any fiscal year not to exceed \$3,000,000.

PREVIOUS ACTION:

9/26/23 - Council approved a vertical Cooperative Purchasing Agreement with Fann Contracting, Inc. for job order contracting services for town-wide construction services for an amount not to exceed \$1,000,000.

STAFF RECOMMENDATION:

Approve Job Order No. 1 to the Cooperative Purchasing Agreement with Fann Contracting, Inc., for the New Public Works Office Building Remodel project for \$344,700.

FISCAL IMPACT?

Available budget: General Fund CIP - Remodel Old Police Building \$600,000

Less this approval item: Job Order No. 1 to the Cooperative Purchasing Agreement with Fann Contracting, Inc. - PW Office Building Remodel	<u>-344,700</u>
Remaining budget: General Fund CIP - Remodel Old Police Building	\$255,300

ATTACHMENTS:

1.	AGR - Fann Contracting - Job Order 1 - New Public Works Office Building Remodel (PDF w/ attachment)
2.	AGR - Fann Contracting - Job Order 1 - New Public Works Office Building Remodel (Word w/o attachment)
3.	Attachment 1 - Scope of Work
4.	2023.09.27 Fann Contracting - JOC Services for Citywide Construction
5.	3809 Contract 2023-067 Fann

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.**

JOB ORDER NO. 1

**Job Order Contracting Services for Citywide Construction
(New Public Works Office Building Remodel)**

THIS JOB ORDER NO. 1 (this “Job Order”) is entered into as of August 13, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Fann Contracting, Inc., an Arizona corporation (the “Job Order Contractor”). In accordance with the Cooperative Purchasing Agreement between the Town and the Job Order Contractor, dated September 26, 2023 (the “Agreement”), the Job Order Contractor will perform the Scope of Work detailed in Section 1 below, pursuant to the terms and conditions of the Agreement.

1. Scope of Work. The Job Order Contractor shall provide materials and services to provide job order contracting services for citywide construction services, as described in Attachment 1 to this Job Order. Upon acceptance by the Town, this Job Order will become part of the Agreement and shall be attached thereto as part of Exhibit B.

2. Schedule of Completion of Services. The Job Order Contractor shall commence work immediately upon execution of this Job Order and complete the work required herein within 180 days of said execution.

3. Fee Breakdown. The total cost to complete the Scope of Work required under this Job Order shall not exceed \$344,700.

4. Subject to the Agreement. This Job Order is subject to the terms and conditions of the Agreement and the underlying Prescott Contract (No. 2023-212, dated June 13, 2023).

5. Conflict of Interest. The Town may cancel this Job Order pursuant to ARIZ. REV. STAT. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Job Order Contractor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Job Order Contractor”

FANN CONTRACTING, INC.,
an Arizona corporation

Jason Fann, President

ATTACHMENT 1
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

JOB ORDER NO. 1

Job Order Contracting Services for Citywide Construction
(New Public Works Office Building Remodel)

[Scope of Work]

See following pages.



6725 Generation Lane
Prescott, AZ 86301
Phone 928.778.0170
www.fanncontracting.com
ROC-071520-A ROC-078800-B1

July 29, 2024

Town of Chino Valley
Public Works Department
1982 Voss Drive #201
Chino Valley, AZ 86323

Attn: Bruce Cooper, Capital Project Manager

Re: Proposal – Old Police Station Tenant Improvement
2023-210 Job Order Contract (JOC) - Fann/Chino Cooperative Purchasing Agreement

Dear Mr. Cooper,

Please accept our proposal to complete the tenant improvements (TI) work defined in the attached scoping document for the old Town of Chino Valley police station. This proposal was prepared in partnership with B's Contracting for the remodel work based on the attached plan sheet and scoping criteria as defined below.

Scope of Work:

The general understanding of the project is selective demolition of existing ceilings and flooring and select walls, roof replacement, construction of new 2" x 4" wood stud walls with a single layer of gypsum board and insulation, new carpet tiles and luxury vinyl tile, new acoustical ceiling tile and gypsum ceilings, paint throughout, new plumbing, mechanical, and electrical infrastructure to serve a new Unisex restroom and a new Break/Kitchen area. Includes supervision, labor, equipment, and materials for the old police station TI work described in the attached documents:

- Demolition and floor plan as developed by the Town of Chino Valley received on June 11, 2024 (attached)
- Site visit with TOCV staff on June 11, 2024.

Price:

Proposal	\$299,700.00 (includes tax)
Contingency	<u>\$45,000.00</u>
Total with Contingency	\$344,700.00

Includes the following scope items per the attached scoping document:

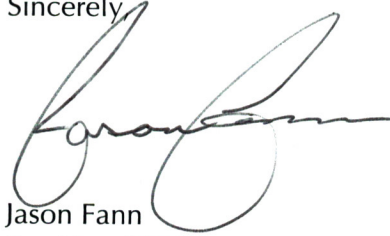
- Pre-construction design assist and scoping services
- Demo & removals
- Sewer modifications
- Carpentry
- Thermal and moisture protection
- Gutters
- Doors
- Framing & drywall
- Flooring
- Painting
- Accessories
- Furnishings
- Plumbing
- Mechanical
- Electrical

Excludes:

Bond, permits or fees, design/engineering, utility company permits or fees, Buy America requirements, Davis-Bacon wages or certified payroll, SWPPP, 3rd party quality control/quality assurance/inspections, import/export, utility conflicts or relocations, electrical upgrades or underground, data/comms/phone, landscape/irrigation, signs, striping, retention on progress or final payments, or any other project scope not listed above.

Thank you for the opportunity to provide our job order contract proposal for your project. Please don't hesitate to contact me with any questions or clarification regarding our pricing proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Fann", written over a horizontal line.

Jason Fann
President/COO

Attachments: Bid plan sheet and correspondence

Town of Chino Valley Police Department Renovation
located at 1950 N Voss Dr in Chino Valley, AZ.

General Understanding of the Project

The general understanding of the project is selective demolition of existing ceilings and flooring and select walls, roof replacement, construction of new 2" x 4" wood stud walls with a single layer of gypsum board and insulation, new carpet tiles and luxury vinyl tile, new acoustical ceiling tile and gypsum ceilings, paint throughout, new plumbing, mechanical, and electrical infrastructure to serve a new Unisex restroom and a new Break/Kitchen area. The proposal is based upon the following documents with an anticipated construction schedule duration of 11 weeks:

1. Demolition and floor plan as developed by the Town of Chino Valley received on June 11, 2024.
2. Site walk held between Town of Chino Valley and Bs Construction Services on June 11, 2024.

Construction Scope of Services

General Conditions & General Requirements

1. Contractor will include the following as part of the General Conditions package:
 - a. Project management team will provide project oversight, Requests for Information (RFI), scheduling, coordination with owner and trade partners, project correspondence and project documentation.
2. The following will be included as part of the General Requirements:
 - a. Includes temporary sanitary facilities.
 - b. Includes construction waste disposal and safety measures such as first aid kits and fire extinguishers.
 - c. Includes final construction cleaning of exterior area affected by construction only.
3. Excludes costs for temporary electricity, site team to use existing electrical infrastructure during construction.

Pre-Construction

1. Design services for new electrical in Break/Kitchen area and new plumbing for Unisex Restroom, Break/Kitchen, and relocation of exterior sewer line.
2. Plumbing design to include the following:
 - a. Relocate existing mop sink, floor drain, and water heater located in the IT Room to the new Utility Room.
 - b. Installation of a new sink, toilet, and ADA compliant transfer shower to ensure accessibility in new Unisex Restroom.
 - c. Addition of new urinal to accommodate increased usage in Men's Restroom.
 - d. Adjust the positioning of existing sinks in both the Men's and Women's restrooms.
 - e. A new sink equipped with a garbage disposal in the Break/Kitchen area.
 - f. Conduct a new water usage calculation and verify the pipe sizing to accommodate the additional plumbing fixtures.
 - g. Evaluate the need for a new water heater to ensure it can meet the demand for the newly added shower.
 - h. The reroute of exterior sewer line running parallel to the exterior restrooms will be rerouted indoors to meet updated infrastructure requirements.
3. Electrical design to include the following:
 - a. Provide demolition plans indicating the electrical fixture to be removed.
 - b. Replacement of lighting fixtures to energy-efficient LED fixtures to improve lighting quality and reduce energy consumption.
 - c. Provide revised power plans for new equipment in the Break/Kitchen area.
 - d. Provide conduit rough-in locations with final data locations to be determined by owner.

Existing Conditions

1. Removal of existing vinyl composition tile and carpet tiles inclusive of adhesive removal.
2. Remove rubber base.
3. Removal of doors and frames.
4. Removal of cabinets, millwork, countertops, and shelving.
5. Removal of gypsum ceilings, ceiling grid, and ceiling tiles.

6. Removal of walls and holding cells.
7. Saw cut and remove concrete from existing men's restroom and Break/Kitchen area.
8. Remove pass through window in Vestibule and expand opening.
9. Includes hazardous materials testing.
10. Excludes removal, relocation, or storage of existing items currently occupying the building.

Concrete

1. Patch back of 4" concrete over 15-mil vapor barrier for new sewer line installation.

Carpentry

1. 2" x 4" wood framing at new walls for a height of 9'-0".
2. Infill of removed pass through area in Room #2.
3. Infill at door removal between Room #1 and Vestibule.
4. Infill at door removal at Conference Room #1.
5. Frame opening for new transaction window in Vestibule.

Thermal and Moisture Protection

Insulation:

1. Provide and install R-38 insulation above ceilings.
2. Provide and install R-13 batt insulation in new wall locations.

Roofing:

1. Demolition to include the following:
 - a. Remove the existing roof and haul off debris. Includes removal of 2-layers of roofing per site visit with roofing contractor held on May 23rd, 2024.
2. Provide and install new roofing as follows:
 - a. Install new G.A.F. weather watch ice and water underlayment around the perimeter of the roof to include a target application at each penetration per G.A.F. manufacturer recommendations.
 - b. Install new G.A.F. felt buster synthetic underlayment per G.A.F. manufacturer recommendations.
 - c. Install new 2" drip edge at the perimeter of the roof in standard pre-finished colors to be selected by owner.
 - d. Install new G.A.F. Pre-Start starter shingles at the roof perimeter per G.A.F. manufacturer recommendations.
 - e. Install new pipe jacking around roofing penetrations.

- f. Install new G.A.F. Timberline HDZ architectural shingles per G.A.F. manufacturer recommendations.
- g. Install new G.A.F. Cobra exhaust ridge ventilation at roof ridge.
- h. Install new G.A.F. 10" Z-Ridge shingles per G.A.F. specifications.
- i. Install new intake and exhaust ventilation vents.
- j. Includes lifting of existing air conditioning unit to remove the existing shingles and install new shingles.
- k. Includes new pre-finished metal gutters and downspouts.
- l. Includes allowance of \$500 to abandon portion of piping extending above roof by capping/plugging remaining piping.
- m. Remove and replace 50 LF of 2x6 fascia replacement based upon trade partner recommendation as found in the Bella Cruz Roofing Assessment provided with this proposal located as follows:
 - i. 8'-0" LF section to the left of the entry door
 - ii. Multiple corners on both eave and rake
- n. Includes allowance of \$6,500 for roof sheathing replacement per site walk held on April 24th, 2024 per Town of Chino Valley request.

3. Gutters:

- a. Furnish, fabricate, and install new 5" K style seamless steel 26-gauge gutters to non raked fascia board for a total of 125 LF.
- b. Provide and install new standard 2" x 3" steel 26-gauge downspouts to new gutters for 65 LF.

Openings

Doors:

- 1. Provide and install hollow metal door and frames with occupied handles at the following locations:
 - a. Men's
 - b. Women's
 - c. Unisex
- 2. Provide new hollow metal door at west side exterior wall of new Break/Kitchen, owner to provide modification of access control system with hardware.
- 3. Provide and install solid core wood door and hollow metal frame at newly constructed east wall at Break/Kitchen and Room #1.
- 4. Excludes hardware for access control system, provided by owner.

Windows:

- 1. Provide and install new operable window in Room #2 to replace existing with the following characteristics:
 - a. JELD-WEN 35.5" x 47.5" V-2500 series

- b. Vinyl single hung window with fiberglass mesh screen
- 2. Allowance of \$6,500.00 to provide and install CRL Horizontal sliding pass-thru window assembly in Vestibule with dimensions of 3'-0" H x 9'-6" L with the following characteristics:
 - a. 2 sliding glass assemblies in the Fawn or Arlene models as shown below.

- b. 3-panels, one center fixed panel, 2 sliding panels.
- c. Units do not include bullet resistant glazing.

Finishes

Flooring:

1. Provide and install Dream Weaver carpet tiles with 4" rubber base in the following locations:

a. Vestibule	f. Room #5
b. Room #1	g. Conference #1
c. Room #2	h. Admin/Records
d. Room #3	i. Hallways
e. Room #4	
2. Provide and install Engineered Floors Luxury Vinyl Gallatin Plus 4022 Druidstone in the following locations:

a. Conference #2	d. Men's Restroom
b. Break/Kitchen	e. Unisex Restroom
c. Women's Restroom	
3. Excludes heavy floor preparation such as infill, heavy leveling of slab on grade, grinding, or repairs to existing slab on grade.

Painting:

1. Prime new gypsum wall board.
2. Paint walls in interior latex with a single color and finish throughout inclusive of 2 accent walls.
3. Paint hollow metal doors and frames at Women's, Men's and Unisex restrooms in Interior Latex semi-gloss in a single color throughout.
4. Paint walls and gypsum board ceilings in PreCat Waterbone Epoxy with one color and finish throughout.
5. Prepare and apply concrete sealer in Utility Room.

Metal Framing, Drywall, & Ceilings:

1. 20-gauge metal framing at new walls.
2. Patch and repair at new wall tie ins and demolition locations.
3. Construction of suspended drywall ceiling at Unisex Restroom.
4. Installation of door frames.
5. 5/8" Type X gypsum board throughout.
6. Santa Fe smooth finish throughout.
7. Square cornerbead throughout.
8. Patch and repair existing drywall.
9. Provide and install 2' x 4' Armstrong #1773 Dune tile with new 2x4x15/16" ceiling grid in the following locations:
 - a. Vestibule
 - b. Room #1
 - c. Room #2
 - d. Room #3
 - e. Room #4
 - f. Room #5
 - g. Conference #1
 - h. Admin/Records
 - i. Hallways
 - j. Conference #2
 - k. Break/Kitchen

Specialties

1. Provide and install the following toilet accessories per A2.0:
 - a. 150Sx18 grab bars as manufactured by Gamco, 1 each.
 - b. 150Sx36 grab bars as manufactured by Gamco, 1 each.
 - c. 150Sx42 grab bars as manufactured by Gamco, 1 each.
 - d. TTD-5 toilet tissue holders as manufactured by Gamco, 1 each.
 - e. C-24x36 framed mirrors as manufactured by Gamco, 1 each.
 - f. G-58AP soap dispensers as manufactured by Gamco, 1 each.
 - g. B-263 surface mounted paper towel dispenser as manufactured by Bobrick, 1 each.
 - h. Included at the Unisex restroom.
 - i. Excludes new toilet accessories at Men's and Women's restrooms, reuse existing.
2. Provide and install restroom signage at entrances to restroom with dimensions of 9" L x 6" W x 1/8" T with braille characters to meet ADA regulations in Women, Men, and Unisex restrooms.

Furnishings

1. Provide and install plastic laminate finished casework with the following characteristics:
 - a. 3/4" particle board construction
 - b. Flush overlay
 - c. White melamine interior
 - d. Full extension drawer guides

- e. Soft close concealed hinges
 - f. PVC edging
 - g. Wilsonart standard for cabinetry
2. Furnish and install solid surface finished countertop to include the following:
 - a. ½" material thickness
 - b. Matte surface finish
 - c. 4" applied backsplashes
 - d. 1-1/2" front edge
 - e. 1" particle board subtop
 - f. Steel surface mounted counter top supports
 - g. Corian Group 1 for countertops
 3. Break/Kitchen area to include the following:
 - a. South wall: 3 upper cabinets, 8.5 LF solid surface countertop with 3 supports.
 - b. East wall: 3 base cabinets, 4 drawers, 10 LF solid surface countertop.
 4. Women's Restroom to include 5.5 LF of solid surface countertop on the north wall.
 5. Vestibule to include 9.5 LF of solid surface countertop at transaction window on the north wall.

Plumbing

1. Remove and salvage mop sink and water heater.
2. Remove existing fixtures in Women's and Men's restrooms.
3. Hand excavate 60' x 2' trench and backfill to accommodate new waste piping.
4. Tunnel under foundation for new sewer piping and cleanout.
5. Modify existing sewer plumbing for new tie in.
6. Modify plumbing rough to relocate sink and addition of new urinal in Men's Restroom.
7. Provide and install ADA shower, lavatory, and toilet in Unisex restroom.
8. Provide and install kitchen sink and ice maker box.
9. Supply the following fixtures:
 - a. Toilets, 3 each
 - b. Wall hung lavatory, 3 each
 - c. Urinal, 1 each
 - d. ADA 36" shower stall transfer, 1 each
 - e. Floor drain in Unisex Restroom
10. Reinstall salvaged water and mop sink

Mechanical

1. Replace (1) thermostat.
2. Remove existing ceiling mounted grilles and diffusers in ACT to accommodate demolition.
3. Reinstall removed grilles and diffusers in ACT.
4. Remove exhaust fan in Room #2 and cap ducting.

5. Install new mechanical grill in Unisex restroom with associated ductwork.

Electrical

1. Remove all existing emergency lighting in existing acoustical ceiling tiles and reinstall.
2. Remove and reinstall 7 ceiling fans in existing locations.
3. Install new smoke detectors in compliance with current code requirements.
4. Install new home run circuit from Panel A to new restroom for outlet and light.
5. Install 2 new dedicated circuits for refrigerator and garbage disposal in Break/Kitchen.
6. Remove 42 existing 2x4 lay in fixtures and install 42 new Halco 2x4 LED lights (model # 10332 standard and 10328 battery backup fixtures). Reinstall in existing location and reconnect to existing wiring above ceiling. Install new LED lights in Break/Kitchen.
7. Allowance of \$7,500 to provide conduit with mud rings throughout for communications, owner to determine new data locations and extent of scope.
8. Excludes data/communications cabling, make safe, abandonment, etc., provided by owner.
9. Excludes access control wiring, electric strikes, and keypads.
10. Existing surface mounted electrical and communications cabling in Admin on east wall to remain in place.
11. Existing panel and breakers to remain.

Additional Clarifications & Assumptions

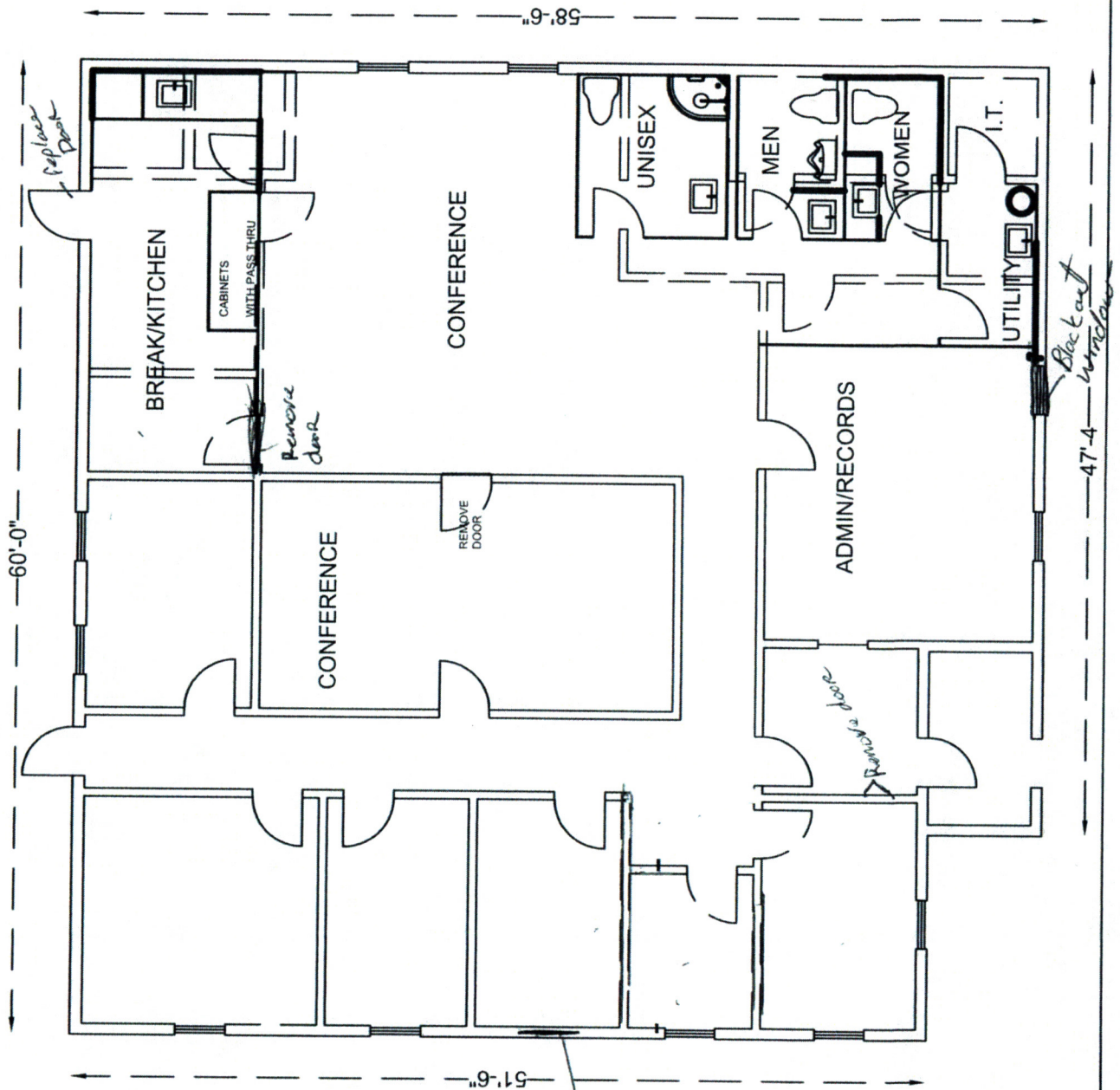
1. KCS will provide necessary management during this scope of work including supervision, required safety, temporary protection, and cleaning.
2. KCS to provide temporary protection of existing surfaces during the course of construction.
3. KCS to provide onsite sanitary facilities for all construction personnel.
4. KCS assumes a temporary laydown area and onsite parking will be provided by the owner.
5. All work is to be performed during normal working hours with coordination of owner for shutdowns.

Exclusions

1. Unforeseen/concealed conditions.
2. Structural modifications and structural wall assessment.
3. Payment or performance bond.
4. Permits.
5. Architectural design.

*NOTE: DIMENSIONS
AND LAYOUT ARE
APPROXIMATE

1. INSTALL NEW ROOF W/ 25 YEAR SHINGLES
2. INSTALL GUTTERS ETC
3. NEW CEILING AS NEEDED W/ INSULATION
4. VINYL TILE IN COMMON AREA, KITCHEN,
BATHROOMS, AND HALLWAY
5. CARPET SQUARES IN OFFICES AND
CONFERENCE ROOM
6. NEW I.T. RUNS THROUGHOUT
7. CONDUIT AND MIDDINGS
ELECTRONIC CARD ACCESS TO OUTER DOORS
(C&I SHOW HARDWARE)
8. MEN'S ROOM TO ADD URINAL AND MOVE OR SUPPLY
NEW SINK
9. WOMEN'S ROOM TO ADD COUNTER TOP AND MOVE SINK
IF NEEDED
10. UNISEX TO HAVE TOILET, SINK, SHOWER, ALL ACCESSIBLE



**COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.**

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5. Conflict of Interest. The Town may cancel this Job Order pursuant to ARIZ. REV. STAT. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Job Order Contractor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Job Order Contractor”

FANN CONTRACTING, INC.,
an Arizona corporation

Jason Fann, President

ATTACHMENT 1
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

JOB ORDER NO. 1

Job Order Contracting Services for Citywide Construction
(New Public Works Office Building Remodel)

[Scope of Work]

See following pages.



6725 Generation Lane
Prescott, AZ 86301
Phone 928.778.0170
www.fanncontracting.com
ROC-071520-A ROC-078800-B1

July 29, 2024

Town of Chino Valley
Public Works Department
1982 Voss Drive #201
Chino Valley, AZ 86323

Attn: Bruce Cooper, Capital Project Manager

Re: Proposal – Old Police Station Tenant Improvement
2023-210 Job Order Contract (JOC) - Fann/Chino Cooperative Purchasing Agreement

Dear Mr. Cooper,

Please accept our proposal to complete the tenant improvements (TI) work defined in the attached scoping document for the old Town of Chino Valley police station. This proposal was prepared in partnership with B's Contracting for the remodel work based on the attached plan sheet and scoping criteria as defined below.

Scope of Work:

The general understanding of the project is selective demolition of existing ceilings and flooring and select walls, roof replacement, construction of new 2" x 4" wood stud walls with a single layer of gypsum board and insulation, new carpet tiles and luxury vinyl tile, new acoustical ceiling tile and gypsum ceilings, paint throughout, new plumbing, mechanical, and electrical infrastructure to serve a new Unisex restroom and a new Break/Kitchen area. Includes supervision, labor, equipment, and materials for the old police station TI work described in the attached documents:

- Demolition and floor plan as developed by the Town of Chino Valley received on June 11, 2024 (attached)
- Site visit with TOCV staff on June 11, 2024.

Price:

Proposal	\$299,700.00 (includes tax)
Contingency	<u>\$45,000.00</u>
Total with Contingency	\$344,700.00

Includes the following scope items per the attached scoping document:

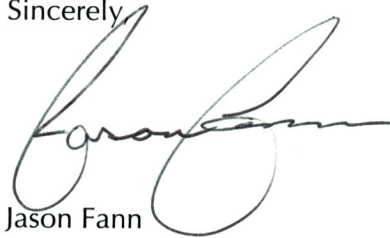
- Pre-construction design assist and scoping services
- Demo & removals
- Sewer modifications
- Carpentry
- Thermal and moisture protection
- Gutters
- Doors
- Framing & drywall
- Flooring
- Painting
- Accessories
- Furnishings
- Plumbing
- Mechanical
- Electrical

Excludes:

Bond, permits or fees, design/engineering, utility company permits or fees, Buy America requirements, Davis-Bacon wages or certified payroll, SWPPP, 3rd party quality control/quality assurance/inspections, import/export, utility conflicts or relocations, electrical upgrades or underground, data/comms/phone, landscape/irrigation, signs, striping, retention on progress or final payments, or any other project scope not listed above.

Thank you for the opportunity to provide our job order contract proposal for your project. Please don't hesitate to contact me with any questions or clarification regarding our pricing proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Fann", written over a horizontal line.

Jason Fann
President/COO

Attachments: Bid plan sheet and correspondence

Town of Chino Valley Police Department Renovation
located at 1950 N Voss Dr in Chino Valley, AZ.

General Understanding of the Project

The general understanding of the project is selective demolition of existing ceilings and flooring and select walls, roof replacement, construction of new 2" x 4" wood stud walls with a single layer of gypsum board and insulation, new carpet tiles and luxury vinyl tile, new acoustical ceiling tile and gypsum ceilings, paint throughout, new plumbing, mechanical, and electrical infrastructure to serve a new Unisex restroom and a new Break/Kitchen area. The proposal is based upon the following documents with an anticipated construction schedule duration of 11 weeks:

1. Demolition and floor plan as developed by the Town of Chino Valley received on June 11, 2024.
2. Site walk held between Town of Chino Valley and Bs Construction Services on June 11, 2024.

Construction Scope of Services

General Conditions & General Requirements

1. Contractor will include the following as part of the General Conditions package:
 - a. Project management team will provide project oversight, Requests for Information (RFI), scheduling, coordination with owner and trade partners, project correspondence and project documentation.
2. The following will be included as part of the General Requirements:
 - a. Includes temporary sanitary facilities.
 - b. Includes construction waste disposal and safety measures such as first aid kits and fire extinguishers.
 - c. Includes final construction cleaning of exterior area affected by construction only.
3. Excludes costs for temporary electricity, site team to use existing electrical infrastructure during construction.

Pre-Construction

1. Design services for new electrical in Break/Kitchen area and new plumbing for Unisex Restroom, Break/Kitchen, and relocation of exterior sewer line.
2. Plumbing design to include the following:
 - a. Relocate existing mop sink, floor drain, and water heater located in the IT Room to the new Utility Room.
 - b. Installation of a new sink, toilet, and ADA compliant transfer shower to ensure accessibility in new Unisex Restroom.
 - c. Addition of new urinal to accommodate increased usage in Men's Restroom.
 - d. Adjust the positioning of existing sinks in both the Men's and Women's restrooms.
 - e. A new sink equipped with a garbage disposal in the Break/Kitchen area.
 - f. Conduct a new water usage calculation and verify the pipe sizing to accommodate the additional plumbing fixtures.
 - g. Evaluate the need for a new water heater to ensure it can meet the demand for the newly added shower.
 - h. The reroute of exterior sewer line running parallel to the exterior restrooms will be rerouted indoors to meet updated infrastructure requirements.
3. Electrical design to include the following:
 - a. Provide demolition plans indicating the electrical fixture to be removed.
 - b. Replacement of lighting fixtures to energy-efficient LED fixtures to improve lighting quality and reduce energy consumption.
 - c. Provide revised power plans for new equipment in the Break/Kitchen area.
 - d. Provide conduit rough-in locations with final data locations to be determined by owner.

Existing Conditions

1. Removal of existing vinyl composition tile and carpet tiles inclusive of adhesive removal.
2. Remove rubber base.
3. Removal of doors and frames.
4. Removal of cabinets, millwork, countertops, and shelving.
5. Removal of gypsum ceilings, ceiling grid, and ceiling tiles.

6. Removal of walls and holding cells.
7. Saw cut and remove concrete from existing men's restroom and Break/Kitchen area.
8. Remove pass through window in Vestibule and expand opening.
9. Includes hazardous materials testing.
10. Excludes removal, relocation, or storage of existing items currently occupying the building.

Concrete

1. Patch back of 4" concrete over 15-mil vapor barrier for new sewer line installation.

Carpentry

1. 2" x 4" wood framing at new walls for a height of 9'-0".
2. Infill of removed pass through area in Room #2.
3. Infill at door removal between Room #1 and Vestibule.
4. Infill at door removal at Conference Room #1.
5. Frame opening for new transaction window in Vestibule.

Thermal and Moisture Protection

Insulation:

1. Provide and install R-38 insulation above ceilings.
2. Provide and install R-13 batt insulation in new wall locations.

Roofing:

1. Demolition to include the following:
 - a. Remove the existing roof and haul off debris. Includes removal of 2-layers of roofing per site visit with roofing contractor held on May 23rd, 2024.
2. Provide and install new roofing as follows:
 - a. Install new G.A.F. weather watch ice and water underlayment around the perimeter of the roof to include a target application at each penetration per G.A.F. manufacturer recommendations.
 - b. Install new G.A.F. felt buster synthetic underlayment per G.A.F. manufacturer recommendations.
 - c. Install new 2" drip edge at the perimeter of the roof in standard pre-finished colors to be selected by owner.
 - d. Install new G.A.F. Pre-Start starter shingles at the roof perimeter per G.A.F. manufacturer recommendations.
 - e. Install new pipe jacking around roofing penetrations.

- f. Install new G.A.F. Timberline HDZ architectural shingles per G.A.F. manufacturer recommendations.
- g. Install new G.A.F. Cobra exhaust ridge ventilation at roof ridge.
- h. Install new G.A.F. 10" Z-Ridge shingles per G.A.F. specifications.
- i. Install new intake and exhaust ventilation vents.
- j. Includes lifting of existing air conditioning unit to remove the existing shingles and install new shingles.
- k. Includes new pre-finished metal gutters and downspouts.
- l. Includes allowance of \$500 to abandon portion of piping extending above roof by capping/plugging remaining piping.
- m. Remove and replace 50 LF of 2x6 fascia replacement based upon trade partner recommendation as found in the Bella Cruz Roofing Assessment provided with this proposal located as follows:
 - i. 8'-0" LF section to the left of the entry door
 - ii. Multiple corners on both eave and rake
- n. Includes allowance of \$6,500 for roof sheathing replacement per site walk held on April 24th, 2024 per Town of Chino Valley request.

3. Gutters:

- a. Furnish, fabricate, and install new 5" K style seamless steel 26-gauge gutters to non raked fascia board for a total of 125 LF.
- b. Provide and install new standard 2" x 3" steel 26-gauge downspouts to new gutters for 65 LF.

Openings

Doors:

- 1. Provide and install hollow metal door and frames with occupied handles at the following locations:
 - a. Men's
 - b. Women's
 - c. Unisex
- 2. Provide new hollow metal door at west side exterior wall of new Break/Kitchen, owner to provide modification of access control system with hardware.
- 3. Provide and install solid core wood door and hollow metal frame at newly constructed east wall at Break/Kitchen and Room #1.
- 4. Excludes hardware for access control system, provided by owner.

Windows:

- 1. Provide and install new operable window in Room #2 to replace existing with the following characteristics:
 - a. JELD-WEN 35.5" x 47.5" V-2500 series

- b. Vinyl single hung window with fiberglass mesh screen
- 2. Allowance of \$6,500.00 to provide and install CRL Horizontal sliding pass-thru window assembly in Vestibule with dimensions of 3'-0" H x 9'-6" L with the following characteristics:
 - a. 2 sliding glass assemblies in the Fawn or Arlene models as shown below.

- b. 3-panels, one center fixed panel, 2 sliding panels.
- c. Units do not include bullet resistant glazing.

Finishes

Flooring:

1. Provide and install Dream Weaver carpet tiles with 4" rubber base in the following locations:

a. Vestibule	f. Room #5
b. Room #1	g. Conference #1
c. Room #2	h. Admin/Records
d. Room #3	i. Hallways
e. Room #4	
2. Provide and install Engineered Floors Luxury Vinyl Gallatin Plus 4022 Druidstone in the following locations:

a. Conference #2	d. Men's Restroom
b. Break/Kitchen	e. Unisex Restroom
c. Women's Restroom	
3. Excludes heavy floor preparation such as infill, heavy leveling of slab on grade, grinding, or repairs to existing slab on grade.

Painting:

1. Prime new gypsum wall board.
2. Paint walls in interior latex with a single color and finish throughout inclusive of 2 accent walls.
3. Paint hollow metal doors and frames at Women's, Men's and Unisex restrooms in Interior Latex semi-gloss in a single color throughout.
4. Paint walls and gypsum board ceilings in PreCat Waterbone Epoxy with one color and finish throughout.
5. Prepare and apply concrete sealer in Utility Room.

Metal Framing, Drywall, & Ceilings:

1. 20-gauge metal framing at new walls.
2. Patch and repair at new wall tie ins and demolition locations.
3. Construction of suspended drywall ceiling at Unisex Restroom.
4. Installation of door frames.
5. 5/8" Type X gypsum board throughout.
6. Santa Fe smooth finish throughout.
7. Square cornerbead throughout.
8. Patch and repair existing drywall.
9. Provide and install 2' x 4' Armstrong #1773 Dune tile with new 2x4x15/16" ceiling grid in the following locations:
 - a. Vestibule
 - b. Room #1
 - c. Room #2
 - d. Room #3
 - e. Room #4
 - f. Room #5
 - g. Conference #1
 - h. Admin/Records
 - i. Hallways
 - j. Conference #2
 - k. Break/Kitchen

Specialties

1. Provide and install the following toilet accessories per A2.0:
 - a. 150Sx18 grab bars as manufactured by Gamco, 1 each.
 - b. 150Sx36 grab bars as manufactured by Gamco, 1 each.
 - c. 150Sx42 grab bars as manufactured by Gamco, 1 each.
 - d. TTD-5 toilet tissue holders as manufactured by Gamco, 1 each.
 - e. C-24x36 framed mirrors as manufactured by Gamco, 1 each.
 - f. G-58AP soap dispensers as manufactured by Gamco, 1 each.
 - g. B-263 surface mounted paper towel dispenser as manufactured by Bobrick, 1 each.
 - h. Included at the Unisex restroom.
 - i. Excludes new toilet accessories at Men's and Women's restrooms, reuse existing.
2. Provide and install restroom signage at entrances to restroom with dimensions of 9" L x 6" W x 1/8" T with braille characters to meet ADA regulations in Women, Men, and Unisex restrooms.

Furnishings

1. Provide and install plastic laminate finished casework with the following characteristics:
 - a. 3/4" particle board construction
 - b. Flush overlay
 - c. White melamine interior
 - d. Full extension drawer guides

- e. Soft close concealed hinges
 - f. PVC edging
 - g. Wilsonart standard for cabinetry
2. Furnish and install solid surface finished countertop to include the following:
 - a. ½" material thickness
 - b. Matte surface finish
 - c. 4" applied backsplashes
 - d. 1-1/2" front edge
 - e. 1" particle board subtop
 - f. Steel surface mounted counter top supports
 - g. Corian Group 1 for countertops
 3. Break/Kitchen area to include the following:
 - a. South wall: 3 upper cabinets, 8.5 LF solid surface countertop with 3 supports.
 - b. East wall: 3 base cabinets, 4 drawers, 10 LF solid surface countertop.
 4. Women's Restroom to include 5.5 LF of solid surface countertop on the north wall.
 5. Vestibule to include 9.5 LF of solid surface countertop at transaction window on the north wall.

Plumbing

1. Remove and salvage mop sink and water heater.
2. Remove existing fixtures in Women's and Men's restrooms.
3. Hand excavate 60' x 2' trench and backfill to accommodate new waste piping.
4. Tunnel under foundation for new sewer piping and cleanout.
5. Modify existing sewer plumbing for new tie in.
6. Modify plumbing rough to relocate sink and addition of new urinal in Men's Restroom.
7. Provide and install ADA shower, lavatory, and toilet in Unisex restroom.
8. Provide and install kitchen sink and ice maker box.
9. Supply the following fixtures:
 - a. Toilets, 3 each
 - b. Wall hung lavatory, 3 each
 - c. Urinal, 1 each
 - d. ADA 36" shower stall transfer, 1 each
 - e. Floor drain in Unisex Restroom
10. Reinstall salvaged water and mop sink

Mechanical

1. Replace (1) thermostat.
2. Remove existing ceiling mounted grilles and diffusers in ACT to accommodate demolition.
3. Reinstall removed grilles and diffusers in ACT.
4. Remove exhaust fan in Room #2 and cap ducting.

5. Install new mechanical grill in Unisex restroom with associated ductwork.

Electrical

1. Remove all existing emergency lighting in existing acoustical ceiling tiles and reinstall.
2. Remove and reinstall 7 ceiling fans in existing locations.
3. Install new smoke detectors in compliance with current code requirements.
4. Install new home run circuit from Panel A to new restroom for outlet and light.
5. Install 2 new dedicated circuits for refrigerator and garbage disposal in Break/Kitchen.
6. Remove 42 existing 2x4 lay in fixtures and install 42 new Halco 2x4 LED lights (model # 10332 standard and 10328 battery backup fixtures). Reinstall in existing location and reconnect to existing wiring above ceiling. Install new LED lights in Break/Kitchen.
7. Allowance of \$7,500 to provide conduit with mud rings throughout for communications, owner to determine new data locations and extent of scope.
8. Excludes data/communications cabling, make safe, abandonment, etc., provided by owner.
9. Excludes access control wiring, electric strikes, and keypads.
10. Existing surface mounted electrical and communications cabling in Admin on east wall to remain in place.
11. Existing panel and breakers to remain.

Additional Clarifications & Assumptions

1. KCS will provide necessary management during this scope of work including supervision, required safety, temporary protection, and cleaning.
2. KCS to provide temporary protection of existing surfaces during the course of construction.
3. KCS to provide onsite sanitary facilities for all construction personnel.
4. KCS assumes a temporary laydown area and onsite parking will be provided by the owner.
5. All work is to be performed during normal working hours with coordination of owner for shutdowns.

Exclusions

1. Unforeseen/concealed conditions.
2. Structural modifications and structural wall assessment.
3. Payment or performance bond.
4. Permits.
5. Architectural design.

60'-0" 51'-6" 47'-4" 58'-6"

REPLACE DOOR

REMOVE DOOR

REMOVE DOOR

BREAK/KITCHEN

CABINETS WITH PASS THRU

CONFERENCE

CONFERENCE

ADMIN/RECORDS

UNISEX

MEN

WOMEN

UTILITY

I.T.

Black out window

- N**
1"=10'

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of September 26, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Fann Contracting, Inc., an Arizona corporation (the “Contractor”). The Town and Contractor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”), entered into Contract No. 2023-067, dated October 11, 2022 (the “Prescott Contract”), for the Contractor to provide job order contracting services for citywide construction. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services, as more particularly set forth in Section 2 below on an as-needed basis (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Prescott Contract. The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (A) it is

deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) the term of the Prescott Contract has not expired, (C) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term, and (D) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Prescott Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of its then-current term; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting an extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Contractor shall be deemed to affirmatively assert that (A) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of this Agreement, and (B) any and all claims, known and unknown, relating to this Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for various citywide construction services, which may include, but are not limited to, building, altering, maintaining, repairing, improving, and demolishing public structures under the terms and conditions of the Prescott Contract and this Agreement. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases of such Materials and Services will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties in a written invoice, quote, work order, job order, or other form of written agreement describing the work to be completed (each, a "Job Order"). Each Job Order shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Prescott Contract will be subject to rejection. The Contractor acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Prescott Contract shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor's risk and may be returned to

the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Job Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town's notice of cancellation, or for lost profits, shipment of product prior to issuance of a Job Order, or anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The maximum dollar amount of an individual Job Order shall not exceed \$1,000,000, and the combined maximum dollar amount during any fiscal year shall not exceed \$3,000,000.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Prescott Contract will be subject to rejection and may be returned.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments, or claims based on the Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor and its subcontractors hereby waive any

rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Prescott Contract, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the “City” (as defined in the Prescott Contract) for the purposes of this Agreement.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor’s work or services in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town Town of Chino Valley
 202 North State Route 89
 Chino Valley, Arizona 86323
 Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to the Contractor: Fann Contracting, Inc.
 P. O. Box 4356
 Prescott, Arizona 86302
 jfann@fanncontracting.com
 Attn: Jason Fann

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation



Jack W. Miller, Mayor
Eric Granillo, Vice-Mayor for Mayor Miller

ATTEST:



Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:



Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

FANN CONTRACTING, INC.,
an Arizona corporation



Jason Fann, President

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

[Prescott Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

[Job Orders]

See following pages (to be attached subsequent to execution).



Request for Statement of Qualifications
Standard Specifications and Contract Documents
Job Order Contracting Services for Citywide Construction

Contract Number 2023-067

MAYOR AND COUNCIL:

Philip Goode, Mayor
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

DESCRIPTION: This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott, Arizona. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

BID OPENING: September 8, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed bids will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

Copies of Project Specifications and Contract Documents are available for inspection on the City's website at:

<https://www.prescott-az.gov/business-development/purchasing/bid-listings/open-bid-requests/>

PUBLISH: August 21, 2022

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

The City of Prescott is soliciting statement of qualifications for Job Order Contracting Services for Citywide Construction. Sealed requests including one (1) original, (not bound or stapled) will be opened on September 8, 2022, at the time and place indicated in Section 2.2.

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1.0 Solicitation Specifications

1.1 Project Description

This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

1.2 Scope of Work

The City operates multiple facilities including Prescott Regional Airport, City Hall, Parks and Recreation Centers, Prescott Rodeo Grounds, 2 Wastewater Treatment Plants, 7 Water Wells, over one hundred Water and Wastewater Pump Stations, Police Stations, multiple Fire Stations, Public Works and Engineering Facility, and Library.

The Scope of work will include work tasks as requested and described below relating to a variety of citywide construction projects. These projects will include any or all of the following: earthwork and landscaping, structural, electrical, mechanical, plumbing, HVAC, drywall, painting, and any other related general contracting functions.

The following activities may be included in individual projects. If the contractor does not have direct expertise in some of these areas, they must demonstrate the knowledge needed to act as the general contractor utilizing specialty subcontractors for specific work elements.

Work Activities (including but not limited to):

- a. Permit Management: The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Prescott and Yavapai County.
- b. Construction: The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.
- c. Cost Proposals: Upon the request of the owner, project cost proposals may be submitted either as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.
- d. Federal Compliance: Where federal monies are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act and

submission of weekly certified payroll. The City of will notify the contractor if federal grants are utilized.

- e. Project Close-Out: The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-built, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation (federal projects only), City, County, State, or Federal agency special close-out requirements, and maintenance personnel training (if applicable). Preparation of construction estimates. City staff may desire to use the contractor during capital project planning or design stages to perform construction estimates.

1.3 Contractor License

Contractor shall be a licensed contractor through the Arizona Registrar of Contractors and have the proper classification to perform the work specified in this contract.

1.4 Guarantee

The Contractor shall guarantee all work and operation of materials provided for one year after completion of the work and each offer shall provide a one-year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications. Contractor further warrants that all services provided under any job order agreement resultant of this Contract shall conform to the specifications of this Contract and any resulting job order agreement.

1.5 Ordering Work

Contractor shall provide the City with a written cost proposal for each project.

Proposals shall be itemized per the job pricing matrix and the job order cost proposal. Estimates are binding on the Contractor. However, conditions which will alter the original estimate may be brought to the attention of the City's Project Manager ("Project Manager") for approval. Such notification will occur quickly enough so as not to delay any project underway.

Contractor shall proceed with work only upon obtaining an off-site/ROW permit from the Engineering Department and the receipt of a purchase order. The City will waive any City permit fees.

1.6 Scope of Work Meeting

Prior to the commencement of any work on a project, a scope meeting will be held. Minimum attendance of the Contractor's staff shall include a responsible company official and the job superintendent. The agenda will include:

- a. Critical elements of the work schedule.
- b. The traffic control plans in writing.
- c. Coordination with the involved utility firms.

- d. Emergency telephone numbers for all representatives involved in the course of construction.
- e. Names and telephone numbers for all subcontractors proposed for use on the project

1.7 Contractor's Construction Schedule

The Contractor shall prepare and submit for approval a construction schedule outlining the proposed sequence of operations. The schedule shall conform to specific limitations of operations specified herein and to the approved traffic control plan, if needed.

1.8 Change in the Work

The Director may at any time, as the need arises, order changes within the scope of work of any job order agreement without invalidating the agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written change order.

The Director also may, at any time, by issuing a written field order, make changes in the details of the work for any job order agreement. The Contractor shall proceed with the performance of any changes in the work so ordered unless the Contractor believes that such written field order entitles him/her to a change in Contract price or time, or both, in which event Contractor shall give the City written notice thereof within three days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further written instruction from the City.

1.9 Layout, Field Measurements, and Inspection of Surfaces

Contractor shall be solely responsible for the accuracy of measurements and laying out their own work and shall make good any errors due to faulty measurements taken, information obtained, layout, or failure to report discrepancies. The City will assist the Contractor in establishing preliminary working lines and benchmarks.

The Contractor shall notify the Project Manager in writing of any defects noted in such surfaces that are to receive their work. The Project Manager will direct such surfaces to be remedied.

1.10 Inspection

City Inspectors ("Inspectors") will monitor the work site(s) to report as to the progress of the work, the manner in which it is being performed, and report whenever it appears that material furnished, or work performed by the Contractor fails to fulfill the requirements of the job order agreement. The Inspectors may direct the attention of the Contractor to such failures or infringement.

In a case of a dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Director or designee. Inspectors are not authorized to revoke, alter,

enlarge, relax, or release any requirements of the specifications. Inspector shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

Inspection or supervision by the Director or designee shall not be considered as direct control of the individual worker and/or their work. The direct control shall be solely the responsibility of the Contractor.

1.11 Quality Assurance

The Contractor/Vendor is responsible for all laboratory tests and certifications to assure that the material is in conformance to the requirements set forth in this advertisement. Representative samples of the cover material, taken under the direct supervision of the Engineer, laboratory test results and certificates of compliance shall all be submitted to the Engineer. The Engineer may reject delivered base material if, in his opinion, the delivered material differs significantly from the representative sample.

1.12 Protection of Finished or Partial Finished Work

The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the entire contract is completed and accepted by the City. Partial payment on work so completed shall not release the Contractor from such responsibility, but they shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

1.13 Stockpile of Materials

The Contractor may, if approved by the Project Manager, place materials in the public right of way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials and proper dust control shall be maintained.

1.14 Supervision by Contractor

The Contractor shall supervise and direct the work and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall employ and maintain at the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The representative shall have full authority to act on behalf of the Contractor and all communications given to the representative shall be as binding as if given to the Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

1.15 Standard Specifications and Details

Except as otherwise noted, cost allocations of this project and all work done under this Contract shall be in accordance with these specifications and all applicable Uniform Standard Specifications For Construction sponsored and distributed by Maricopa Association of Governments (MAG), MAG Standard Details, the City supplements to MAG Standard Details, including the latest approved revisions thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "Standard Specifications." In all cases where accepted standards (American Water Works

Association (AWWA), American National Standards Institute (ANSI), American Association of State Highway and Transportation Officials (AASHTO), Arizona Department of Transportation (ADOT), American Society for Testing and Materials (ASTM), MAG, etc., are referred to in the "Standard Specifications," the latest revisions as of bid advertisement shall prevail.

1.16 Dumping and Disposal of Waste

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Director.

1.17 Clean Up

Clean up shall include the removal of all excess materials in conjunction with the project accumulated on any driveways, curbs, landscaping, or any other surface. No special payment will be made for this item.

The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item.

1.18 Dust Prevention

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project to the satisfaction of the Director and in accordance with the requirements of the Yavapai County Health Department Air Pollution Control and Environmental Protection Agency (EPA) regulations. Contractor will work under the City's Dust Control permit.

1.19 Miscellaneous Removal and Relocations

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or allied by the plans and specifications and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate line item. Certain items require temporary removal and reinstallation such as mailbox stands, signposts, survey monument frames and covers, etc., and are included in this category.

1.20 Traffic Control

Most projects will be small enough where major traffic control will not be required. Quotes will be requested for each project. If the need for major traffic control arises for a certain project the cost for traffic control can be added as a separate line item. Any revisions shall be submitted to Public Works for review and approval.

All traffic shall be regulated in accordance with MAG Specifications and the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall have the full responsibility and liability for traffic control under each job order agreement. The Contractor shall submit a Traffic Control Plan to the Public Works Department for approval prior to beginning any work under any job order agreement. It shall be noted that Traffic under this Contract shall include all motor vehicles, bicyclists, and pedestrians.

The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. Access to adjacent private driveways shall be maintained during all non-working hours.

No measurement will be made for traffic control. No payment will be made for traffic control the cost thereof shall be included in the price bid submitted for the construction or installation of the items to which such traffic control is incidental or appurtenant.

1.21 Survey Control Points

Existing survey monuments shall be protected by the Contractor or removed and replaced under the direct supervision of the City Department Prior to construction, it is the responsibility of the Contractor to notify the City of any survey monuments which need to be referenced off. Any monuments which are lost and have not been referenced off due to the Contractor's negligence and lack of notification to the City shall be replaced at the Contractor's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

1.22 Protection of Existing Facilities

The Contractor shall protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by the Contractor. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities and state the course of action, which will be taken to protect same.

1.23 Testing of Materials

Most projects will be small enough where testing is not required. All tests shall be done according to the City and results certified by an independent laboratory approved by the City. All material testing should be included in the project price.

1.24 Cooperation with Utilities

The Contractor shall comply with the requirements of the A.R.S 40-360.21 through 40-360.43 in notification to the interested utility owners prior to the start of construction and shall ascertain the approximate locations of the various underground utilities shown on the plans, and as may be brought to their attention. The exact location of these underground utilities shall be determined by excavations made by the Contractor prior to any trenching operations. When the Contractor's operations result in damage to any

utility, the location of which has been brought to their attention, they shall assume full responsibility for such damage.

- a. The Contractor shall contact the City's Public Works Department for blue staking of all traffic signals, when required.
- b. The Contractor shall assume full responsibility for all damage to all utilities, the locations of which have been made known to them due to their operations, and shall repair the damaged utilities as required herein, at their own expense.
- c. It is the Contractor's sole responsibility to coordinate with the utility companies to have any conflicts between existing utilities and the new construction project resolved. The City will not be held responsible for any delay claims due to such conflicts.
- d. Any waterlines or fire hydrants damaged during construction shall be replaced at the Contractor's expense as per the requirements of the MAG Standard Specifications.
- e. No water valve, sewer manhole or clean out shall be left damaged or inaccessible for more than seven working days. If deficiencies are not corrected within the prescribed time period, the necessary repairs will be affected by the City at the Contractor's expense.

1.25 Required Permits

Contractor will be responsible for any required permits either City or any other agency.

1.26 Independent Contractor

1.26.1 General

- a. The Contractor acknowledges that all services provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City.
- b. Both parties agree that this Contract is nonexclusive, and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing their profession elsewhere.

1.26.2 Other Benefits

The Contractor is an independent contractor; therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits

shall be the sole responsibility of Contractor.

1.27 Inspections

All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be remedied immediately by the Contractor.

1.28 Project Completion

Project Completion is full completion of all construction associated with a job order agreement, including, but not limited to, punch list items, close out documentation, Operation & Maintenance manuals, warranties, and record drawings as certified by the Architect or Engineer of record.

1.29 Award

This contract will be awarded to the responsible bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the City concerning price, conformity to the specifications and other factors. The City may, at its discretion, award multiple contracts if determined to be in the best interest of the City. The Prescott City Council reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of the City of Prescott. Past performance on City projects or other public projects will be evaluated in awarding contracts, and the City may decide to award to a contractor who is not the low bidder. Each bidder must include delivery and a corresponding delivery charge on Form B (Price Sheet) for each material type that the bidder offers. The primary delivery location for the material will be to the City facilities located along Sundog Ranch Road; however, occasional deliveries will be required to specific job sites within the Prescott City limits. The delivery location for slurry and concrete will always be to specific job sites within the Prescott City limits.

2.0 Solicitation Process Requirements

2.1 Communications with the City and Request for Information

All communications regarding this solicitation must be directed in writing to the Department. Unless authorized by the Director, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the City Contact for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid.

The City's buyer for this solicitation is:
Tim Legler, Deputy Recreation Services Director
Recreation Services
E-mail: tim.legler@prescott-az.gov

Requests for information must be received by the Project Manager by **5:00 PM on Thursday,**

September 1, 2022. Responses or addenda will be issued **no later than 05:00 PM on Friday, September 2, 2022.** It is the prospective proposer's full responsibility to check the City's website at <http://www.prescott-az.gov/business/bids/> for Addenda related to this procurement. Signed copy of all addenda must submitted with the proposal package.

2.2 Schedule

2.2.1 Solicitation Advertisement

August 21, 2022

2.2.2 Bid Opening [one (1) original, not bound or stapled]

Thursday, September 8, 2022, at 2:00pm
City of Prescott City Clerk's Office
Council Chambers
201 South Cortez Street
Prescott, AZ 86303

2.3 Addenda

Changes to this solicitation will be made only by addenda issued by the CITY'S Contact. It is the bidder's responsibility to check for any addenda prior to submitting a bid. All addenda issued by the City shall become a part of the specifications of this solicitation and will be made part of the resulting agreement.

2.4 Proprietary Material

A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges, and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose these materials.

2.5 Multiple Bids

A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.6 Delivery of Bids

Sealed bids one (1) original must be received at the City Clerk's office no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Conference Room at that time.

If the bid is delivered by the U.S. Postal Service, the bid should be addressed to:

Job Order Contracting Services for Citywide Construction
C/O the City Clerk's Office
201 South Cortez Street
Prescott, AZ 86303

Bidder shall enclose one (1) original bid, not stapled, or bound, in a sealed envelope. The envelope should identify the Bidder's name, mailing address, Title, and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened. A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.7 Cost of Bids

The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the procurement process.

2.8 Errors in Bids

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.9 Withdrawal of Bids

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 60 calendar days after the bid due date and time.

2.10 Changes in Bids

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.11 Rejection of Bids

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.12 Disposition of Bids

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.13 Incorporation of Solicitation and Response in Agreement

This solicitation, including all attachments and addenda, and all promises, warranties, commitments, and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.14 Protests

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and is filed with the City Clerk's Office, 201 S Cortez Street, Prescott, AZ 86303. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of

this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.15 Bid Submittal

Bid one (1) original (not stapled or bound) must be sealed and the envelope must clearly indicate the information as described in Section 2.9. Bidder must fully complete and submit the following documents:

- 2.4.1 Bid Form A - Bidder Response
- 2.4.2 Bid Form B – Job Pricing Matrix
- 2.4.3 Bid Form C - Bid Certification
- 2.4.4 Bid Form D - Non-Collusion Certificate
- 2.4.5 Bid Form E – Certificate of Ownership
- 2.4.6 Bid Form F – Bidder Qualifications, Representations and Warranties
- 2.4.7 Bid Form G – Subcontractor’s List

3.0 General Contract Terms and Conditions

3.1 Entire Agreement

This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City’s NIB/RFB, all addenda to the NIB/RFB, and the Contractor’s response to the NIB/RFB are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City’s NIB/RFB; the City’s NIB/RFB; and the Contractor’s response to the NIB/RFB.

3.2 Term

The initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed. Extensions allowed for in this paragraph 3.2 may be done administratively, without additional City council action. Extensions shall be memorialized in writing, agreed to and signed by both parties in an amendment.

3.3 Title

Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.

3.4 Schedule

The Contractor shall deliver the items or render the services as stated in the Contract. At the City’s option, the Contractor’s failure to timely deliver or perform may require

expedited shipping at the Contractor's expense or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City of such difficulty and the length of the anticipated delay.

3.5 Invoicing

All invoices shall be emailed to the project manager and reviewed for accuracy prior to submission and payments.

3.6 Payment

Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice.

3.7 Unlawful Overcharges

The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

3.8 Price Warranty

The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that price shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.

3.9 Warranties

The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

3.10 Equal Employment Opportunity

During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

3.11 Discrimination in Contracting

The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the

basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

3.12 Record-Keeping

The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records, and information necessary to document the Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

3.13 Publicity

The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.

3.14 Proprietary and Confidential Information

The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings, or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges, and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

3.15 Indemnification of City against Liability

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City of Prescott, its employees, officers, agents, representatives, directors, and officials from and against all claims, damages, losses, expenses (including but not limited to attorney fees, court costs, and costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents or any tier of subcontractors in the performance of this Contract; Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to or impairment, whether or not recovered under Workmen's Compensation law, destruction or property including loss of use resulting there from, or arising out of the failure of the Contractor or those acting under Contractor to conform to any statutes, ordinance, regulation, law or court decree. It is the intent and agreed to by the parties to this contract that the City of Prescott shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever resulting from injuries to or death of persons or damages to or destruction of

property belonging to any person arising out of or in any way connected with the performance of this contract, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the Contractor or of its officers, agents or employees, or subcontractors.

3.16 Compliance with Law

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States, the State of Arizona, Yavapai County; the Prescott City Charter, the Prescott Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers, as may be applicable.

3.17 Licenses and Similar Authorizations

The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

3.18 Taxes

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment, and improvements; and taxes on the Contractor's interest in this Contract.

3.19 Tax ID Number

Bidder must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A City of Prescott Sales Tax Number, if applicable, must also be supplied.

3.20 Americans with Disabilities Act

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. If the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

3.21 Adjustments

At any time, the City may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

3.22 Amendments

Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties.

3.23 Price Adjustment

If the Contractor wishes to increase its prices for a contract extension, the contractor shall provide written notice to the City not less than sixty (60) days prior to the expiration of the original term of the contract (or any extension hereof). The City will consider a fully documented request for price increases. The requested increase shall be based upon a cost increase to Contractor that is directly correlated to the price of the product concerned. City shall determine whether the requested price increase or an alternate option, is in the best interest of City. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.

3.24 Acceptance by City

City reserves the right to accept or reject the request for a price increase. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

3.25 Price Reduction

Contractor shall offer City a price reduction for its products concurrent with a published price reduction made to other customers.

3.26 Estimated Quantities

Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities required. The City does not guarantee and maximum or minimum amounts of purchase.

3.27 Assignment

Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

3.28 Binding Effect

The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

3.29 Waiver

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

3.30 Applicable Law

This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.

3.31 Remedies Cumulative

Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

3.32 Severability

Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

3.33 Gratuities

The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar days' notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

3.34 Termination

3.34.1 For Cause

Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other within thirty calendar days after notice of breach has been provided to such other party.

3.34.2 For Reasons Beyond Reasonable Control of a Party

Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

3.34.3 For Public Convenience

The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.

3.34.4 Notice

Notice of termination for convenience shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

3.35 Major Emergencies or Disasters

The following provision shall be in effect only during major emergencies or disasters. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's

request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

3.36 Contractor Immigration Warranty

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

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

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

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

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

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

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

4.0 Standard Bid Information

4.1 Default by Bidder

In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Director.

4.2 Litigation

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. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.

4.3 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 vendor. 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.

4.4 Brand Names

Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

5.0 Instructions for Submittal Forms

5.1 Form A – Solicitation Response Cover Sheet

Bidder shall complete, sign, and submit Form A as the first page of the bid package.

5.2 Form B – Job Pricing Matrix

Bidder shall certify that its bid will be valid for 90 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

5.3 Form C – Bid Certification

Bidder shall complete, sign, and submit Form C.

5.4 Form D – Non-Collusion Certificate

Bidder shall complete, sign, and submit Form D.

5.5 Form E – Certificate of Ownership

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

5.6 Form F – Bidder Qualifications, Representations and Warranties

5.6.1

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

5.6.2

Bidder shall provide two (2) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form F.

5.7 Form G – Subcontractors List

Bidder shall complete and submit Form G completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations that they may utilize for projects as subcontractors.

Construction Contract



Job Order Contracting Services for Citywide Construction

Contract No. 2023-067

THIS AGREEMENT made and entered into this 11th day of October 2022, 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 provided, hereby agrees, for himself, his 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 Services for Citywide Construction 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 Notice Inviting Bids, Project Plans and Specifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of October 11, 2022, Proposal Guarantee, Performance Bond, Payment Bond, 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 initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, and approved quotes, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221, if applicable.

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 according to the table in MAG 108-1 in section 108.9, 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 according to the table in MAG 108-1 in section 108.9 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 that 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 XIII – 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 XIV – 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 XV - MISCELLANEOUS:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. 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.
PO Box 4356
Prescott AZ 86302
jfann@fanncontracting.com

- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become

part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

- G.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- H.** 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.
- I.** 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.
- J.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit “A”.
- K.** 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.
- L.** 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.

ATTEST:

Witness, if Contractor is an Individual



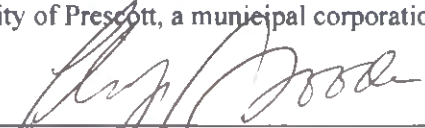
Fann Contracting, Inc.
(Authorized Signature)

By: Jason Fann
(Printed Name)

Title: President

Email: jfann@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

Form A – Solicitation Response Cover Sheet



Job Order Contracting Services for Citywide Construction

Please note all that apply:

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

Business Name: Fann Contracting, Inc.

Business Address: PO Box 4356

Prescott, AZ 86302

Business Phone: (928) 778-0170

Business Contact: Jason Fann

Contact Email: jfann@fanncontracting.com

Contractor Comments: _____

CONFIDENTIAL PROPRIETARY INFORMATION

Form B – Job Pricing Matrix

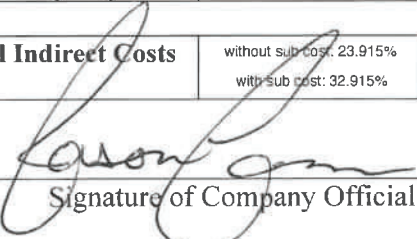


Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

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

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

President

Title

September 8, 2022

Date Signed

jfann@fanncontracting.com

Email Address

Fann Contracting, Inc.

Company Name

928-778-0170

Phone Number

PO Box 4356

Address

Prescott, AZ

City / State

86302

Zip Code

Form C – Bid Certification



Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

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

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

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

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

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

Dated this 8th day of September 2022.

Signature

Jason Fann

Written Name

(928) 778-0170

Phone Number

jfann@fanncontracting.com

Email Address

Form D – Non-Collusion Certificate



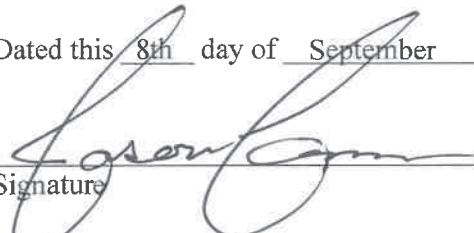
Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

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

Dated this 8th day of September 2022.


Signature

(928) 778-0170
Phone Number

Jason Fann
Written Name

jfann@fanncontracting.com
Email Address

Form E – Certificate of Ownership



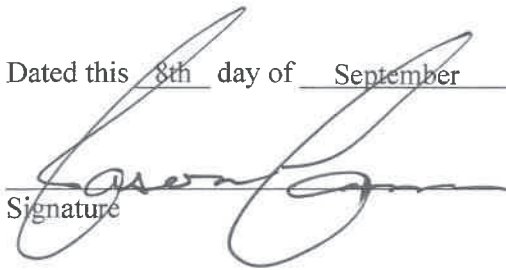
Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

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

Dated this 8th day of September 2022.


Signature

(928) 778-0170
Phone Number

Jason Fann
Written Name

jfann@fanncontracting.com
Email Address

Form F – Bidder Qualifications, Representations and Warranties



Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

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

Reference #1

Firm Name: Coconino County Public Works

Address: 5600 E. Commerce Ave
Flagstaff, AZ 86004

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

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

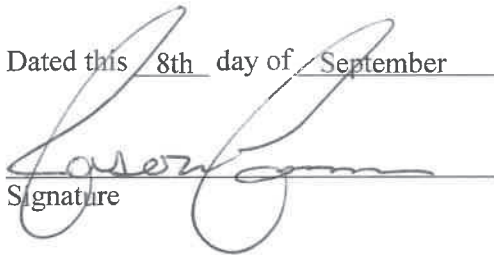
Reference #2

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

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

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

Dated this 8th day of September 2022.


Signature

(928) 778-0170
Phone Number

Jason Fann
Written Name

jfann@fanncontracting.com
Email Address

Form G – Subcontractors List



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

**Use additional form(s) if needed*

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



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

September 8, 2022

Whom it may concern,

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Nay". The signature is stylized with a large, sweeping "M" and a cursive "Nay".

Michael Nay

Sr. Estimator

J.Co. Contracting L.L.C.



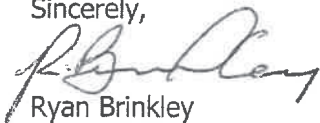
ENGINEERING & TESTING CONSULTANTS INC.

September 8, 2022

Whom it may concern,

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

Sincerely,



Ryan Brinkley

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

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



ADDENDUM NUMBER ONE

FOR THE

Job Order Contracting Services for Citywide Construction

DATE OF ADDENDUM: August 26, 2022

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

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

Remove and replace Form C Bid Certification

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

Correction to Page 3 Contents Form B

Correct from Price Sheet to be Job Pricing Matrix.

Add to the RSOQ 2.16 Evaluation Criteria

2.16 Evaluation Criteria

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

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

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

- END -

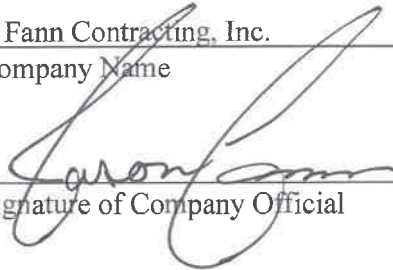
City of Prescott

Tim Legler
Tim Legler, Deputy Recreation Services Director

8/26/2022
Date

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

Fann Contracting, Inc.
Company Name


Signature of Company Official

September 8, 2022
Date



JOC-Yavapai College East Campus Parking Lot Rehab



JOC Cosnino Road Pavement Preservation



JOC Pinewood Blvd Pavement Preservation

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

6725 Generation Lane PO Box 4356 Office: (928) 778-0170
Prescott, AZ 86301 Prescott, AZ 86302 www.fanncontracting.com

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

FANN

CONTRACTING

City of Prescott

Tim Legler, Deputy Recreation Service Director

201 S. Cortez Street

Prescott, AZ 86303

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

Dear Selection Committee,

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

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

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

September 8, 2022

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

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

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

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

Sincerely,



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

FANN
CONTRACTING

300+
EMPLOYEES

Continuous
JOC Work
SINCE 2013

250+
PUBLIC/GOVERNMENT
CONTRACTS

Largest
Equipment Fleet
in Northern AZ
W/ HIGHLY EXPERIENCED
OPERATORS

75-90%
TYPICAL SELF-PERFORM
RATE RANGE

2.16 A - GENERAL INFORMATION

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

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

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

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

KEY PERSONNEL:



JASON FANN
ALT. DELIVERY LEAD/PROGRAM DIRECTOR



BRIAN FULLER
ESTIMATOR/PROJECT MANAGER



DEREK KACK
ESTIMATOR/PROJECT MANAGER

ACCESS TO FANN'S 14 PROJECT ENGINEERS AND SUPERINTENDENTS

subcontractors in today's high-demand market.

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

Licences, Terminated Contracts and Bonding Capacity.

Arizona Professional Contractor Licenses.

A-General Engineering - AZROC 071520

B-General Residential Contractor - AZROC 204153

B1-General Commercial Contractor - AZROC 078800

B4-General Engineering Contractor - AZROC 041313

Terminated Contracts

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

Bonding Capacity

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



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

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

2.16 B EXPERIENCE AND QUALIFICATIONS

Comparable JOC contracts:

COCONINO COUNTY JOC

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



PINEWOOD BLVD PAVEMENT PRESERVATION (COCONINO COUNTY JOC)

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

Role of the Firm: JOC Contractor

Original/Final Cost: Original:

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

Construction Dates: May 2015 - July 2015

Project Owner: Coconino County Public Works Department

References:

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



COSNINO ROAD PAVEMENT PRESERVATION (COCONINO COUNTY JOC)

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

Role of the Firm: JOC Contractor

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

Final: \$1,848,055.00

Construction Dates: April 2017 - June 2017

Project Owner: Coconino County Public Works Department

References:

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



STATEWIDE JOC

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



ADOT GRAND CANYON AIRPORT FAA RUNWAY REPAIRS (STATEWIDE JOC)

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

Role of the Firm: JOC Contractor

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

Construction Dates: November 2021 - January 2022

Project Owner: ADOT Grand Canyon Airport

References:

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



YAVAPAI COLLEGE EAST CAMPUS PARKINGLOT REHABILITATION (STATEWIDE JOC)

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

Role of the Firm: JOC Contractor

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

Construction Dates: June 2020 - August 2020

Project Owner: Yavapai College

References:

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



YAVAPAI COUNTY BEASLEY FLAT LOW WATER CROSSING (STATEWIDE JOC)

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

Role of the Firm: JOC Contractor

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

Construction Dates: September 2018 - November 2018

Project Owner: Yavapai County Public Works / Flood Control

References:

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

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

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

2.16 C VALUE ADDED KNOWLEDGE AND EXPERIENCE

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

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

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



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

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

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

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

A few examples of **street projects** include City of Prescott Samaritan Way Road Reconstruction (Prescott, AZ), Coconino County Pinewood Boulevard Reconstruction (Munds Park, AZ), Coconino County Cosino Road Phase II Pavement Preservation Project (Flagstaff, AZ), and Cottonwood Main Street Pavement Repairs and Re-striping (Cottonwood, AZ). These projects had an assortment of scope items including pavement removals and milling, utility work, cement-treated subgrade, grading and subgrade preparation, over-excavation of unsuitable material, ABC import and place, site concrete, asphalt paving, striping, signage, and other incidental work. Fann performed traffic control services on all of these projects that included lane closures, road closures, rolling closures, flagger set-ups, pilot cars, and traffic control maintenance to minimize traffic impacts.

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

Knowledge of Price Cost Estimating and Estimating Software.

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

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

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

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

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

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

Jason Fann

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

Brian Fuller

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

Derek Kack

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

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

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2022

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 Reseco Insurance Advisors, LLC 7901 N. 16th Street, Suite 100 Phoenix AZ 85020	CONTACT NAME: PHONE (A/C, No, Ext): 602-753-4250 E-MAIL ADDRESS: certificates@resecoauthors.com FAX (A/C, No): 602-419-2242
INSURED Fann Contracting, Inc. P.O. Box 4356 Prescott AZ 86302	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of Amer INSURER B: The Phoenix Insurance Company INSURER C: Travelers Indemnity Company of CT INSURER D: The Travelers Indemnity Co of America INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1089919655**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ No XCU Exclusion GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	DT-CO-1H12415A-PHX-22	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	810-0N740458-22-26-G	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ \$3,000/\$3,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			CUP-1H12415A-22-26	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y	UB-5K613005-22-26-G	6/1/2022	6/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Bldrs Risk/Installation Floater \$25,000 Ded EQ/Flood \$1,000 Ded All Other			QT-630-4T849779-TIL-22	6/1/2022	6/1/2023	Limit per Location \$3,000,000 Limit per Disaster \$3,000,000 Limit EQ/Flood \$2,500,000

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

Certificate holder is hereby included as Additional Insured with respects to the General Liability, Automobile Liability and Excess/Umbrella Liability on a primary and non-contributory basis if required by written contract subject to all provisions and limitations of the policy. Waiver of Subrogation in favor of Certificate Holder applies to the General Liability, Automobile Liability and Employers Liability/Workers Compensation if required by written contract subject to all provisions and limitation of the policy. The above referenced Excess/Umbrella Liability policy provides additional limits of insurance for General Liability, Automobile Liability and Employers Liability/Workers Compensation. See Attached Forms. Additional Insured status applies to ongoing and completed operations.

RE: City of Prescott Job Order Contracting Services for Citywide Construction - Contract No. 2023-067

CERTIFICATE HOLDER**CANCELLATION**

City of Prescott
433 N. Virginia Street
Prescott AZ 86301

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

AUTHORIZED REPRESENTATIVE

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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.

- | | |
|---|---|
| <ul style="list-style-type: none"> 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 | <ul style="list-style-type: none"> 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

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.

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., 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**.

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 the first named insured when the 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, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4.** The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is pro-

vided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM
CONTINUED ON IL T8 03

ADDRESS:

THE ADDRESS FOR THAT PERSON
CONTINUED ON IL T8 03
PRESCOTT
AZ
86302

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVE,
BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THE POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THE SCHEDULE

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH
WRITTEN REQUEST FROM YOU TO US.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the 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 requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. 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
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must 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:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. 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 the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must 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.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

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. 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. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to 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.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 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 apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

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

- 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";

5. The following is added to 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.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:**

- 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.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:**

- 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.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) 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 is added to 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 willful 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.

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

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

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

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

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 injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED 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 you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

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", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution 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 which you agreed to provide in the written contract or agreement, or the limits shown on 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 injury" or "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, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

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

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution 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 which you agreed to provide in the written contract or agreement, or the limits shown on 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 injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the 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 by 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) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers 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; or

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

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

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

- (3) Notice to us of such "occurrence" or of an 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 Paragraphs 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 Coverage Part 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.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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.

L. 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**:

COMMERCIAL GENERAL LIABILITY

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 injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

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

POLICY NUMBER: UB-5K613005-22-26-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.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 8/13/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Job Order No. 2 to the Cooperative Purchasing Agreement with Fann Contracting, Inc., for the New Human Resources Office Building Remodel project for \$248,400.

SUMMARY:

Human Resources staff are currently housed in the Library Building located at 1020 W Palomino Road. The New Human Resources Office Building Remodel project will remodel the existing approximately 1,300 SF building located at 1942 Voss Drive (next to the former Police Station). The remodel includes:

- Bathroom Renovations
- Kitchen Renovations
- Flooring
- Interior Paint
- Roofing
- Air Conditioner Replacement

The anticipated construction schedule duration is 12 weeks.

Procurement of construction services utilizes the Town's Cooperative Purchasing Agreement with Fann Contracting, Inc. which piggybacks off the City of Prescott Job Order Contract for Citywide Construction Service, Contract Number 2023-067. The agreement allows a maximum dollar amount of an individual Job Order not to exceed \$1,000,000 and the combined maximum dollar amount during any fiscal year not to exceed \$3,000,000.

PREVIOUS ACTION:

9/26/23 - Council approved a vertical Cooperative Purchasing Agreement with Fann Contracting, Inc. for job order contracting services for town-wide construction services for an amount not to exceed \$1,000,000.

STAFF RECOMMENDATION:

Approve Job Order No. 2 to the Cooperative Purchasing Agreement with Fann Contracting, Inc., for the New Human Resources Office Building Remodel project for \$248,400.

FISCAL IMPACT?

Available budget: General Fund CIP - Remodel Old Police Building	\$600,000
Less prior approved item: Job Order No. 1 to the Cooperative Purchasing Agreement with Fann Contracting, Inc. - PW Office Building Remodel	-344,700
Less this approval item: Job Order No. 2 to the Cooperative Purchasing Agreement with Fann Contracting, Inc. - HR Office Building Remodel	<u>-248,400</u>
Remaining budget: General Fund CIP - Remodel Old Police Building	\$6,900

ATTACHMENTS:

1.	AGR - Fann Contracting - Job Order 2 - New HR Office Building Remodel (PDF w/ attachment)
2.	AGR - Fann Contracting - Job Order 2 - New HR Office Building Remodel (Word w/o attachment)
3.	Attachment 1 - Scope of Work - Human Resources Office Renovation
4.	2023.09.27 Fann Contracting - JOC Services for Citywide Construction
5.	3809 Contract 2023-067 Fann

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.**

JOB ORDER NO. 2

**Job Order Contracting Services for Citywide Construction
(New Human Resources Office Building Remodel)**

THIS JOB ORDER NO. 2 (this “Job Order”) is entered into as of August 13, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Fann Contracting, Inc., an Arizona corporation (the “Job Order Contractor”). In accordance with the Cooperative Purchasing Agreement between the Town and the Job Order Contractor, dated September 26, 2023 (the “Agreement”), the Job Order Contractor will perform the Scope of Work detailed in Section 1 below, pursuant to the terms and conditions of the Agreement.

1. Scope of Work. The Job Order Contractor shall provide materials and services to provide job order contracting services for citywide construction services, as described in Attachment 1 to this Job Order. Upon acceptance by the Town, this Job Order will become part of the Agreement and shall be attached thereto as part of Exhibit B.

2. Schedule of Completion of Services. The Job Order Contractor shall commence work immediately upon execution of this Job Order and complete the work required herein within 180 days of said execution.

3. Fee Breakdown. The total cost to complete the Scope of Work required under this Job Order shall not exceed \$248,400.

4. Subject to the Agreement. This Job Order is subject to the terms and conditions of the Agreement and the underlying Prescott Contract (No. 2023-212, dated June 13, 2023).

5. Conflict of Interest. The Town may cancel this Job Order pursuant to ARIZ. REV. STAT. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Job Order Contractor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Job Order Contractor”

FANN CONTRACTING, INC.,
an Arizona corporation

Jason Fann, President

ATTACHMENT 1
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

JOB ORDER NO. 2

Job Order Contracting Services for Citywide Construction
(New Human Resources Office Building Remodel)

[Scope of Work]

See following pages.



6725 Generation Lane
Prescott, AZ 86301
Phone 928.778.0170
www.fanncontracting.com
ROC-071520-A ROC-078800-B1

June 29, 2024

Town of Chino Valley
Public Works Department
1982 Voss Drive #201
Chino Valley, AZ 86323

Attn: Bruce Cooper, Capital Project Manager

Re: Proposal – Human Resources Office Renovation
2023-210 Job Order Contract (JOC) - Fann/Chino Cooperative Purchasing Agreement

Dear Mr. Cooper,

Please accept our proposal to complete the tenant improvements (TI) work for the human resources office renovation for the Town of Chino Valley. This proposal was prepared in partnership with B's Contracting for the remodel work based on the attached plan sheet and scoping document.

Scope of Work:

The general understanding of the project is selective demolition of flooring and select walls, roof replacement, construction of new 2" x 4" wood stud walls with a single layer of gypsum board and insulation, new luxury vinyl tile, new gypsum board where necessary, paint throughout, new plumbing, mechanical, and electrical infrastructure to serve a new restroom and a new Break/Kitchen/office area. Includes supervision, labor, equipment, and materials for the human resources remodel TI work described in the attached documents.

- Demolition and floor plan as developed by the Town of Chino Valley received on June 15, 2024 (attached).
- Site visit with TOCV staff on June 11, 2024.

Price:

Proposal	\$218,400.00 (includes tax)
Contingency	<u>\$30,000.00</u>
Total with Contingency	\$248,400.00

Includes the following scope items:

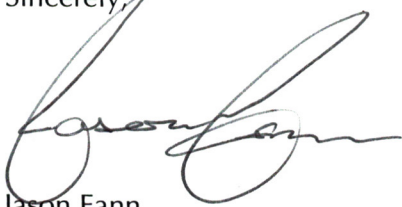
- Concrete
- Masonry
- Framing
- Roofing
- Drywall
- Paint
- Insulation
- Electrical
- HVAC
- Plumbing
- Septic system
- Water system
- Gutters
- Doors/frames/hardware
- Sealants
- FRP
- Bathroom accessories/partitions
- Fire extinguisher

Excludes:

Bond, permits or fees, design/engineering, utility company permits or fees, Buy America requirements, Davis-Bacon wages or certified payroll, SWPPP, 3rd party quality control/quality assurance/inspections, import/export, utility conflicts or relocations, electrical upgrades or underground, data/comms/phone, landscape/irrigation, signs, unforeseen/concealed conditions, structural modifications or structural wall modifications, retention on progress or final payments, or any other project scope not listed above.

Thank you for the opportunity to provide our job order contract proposal for your project. Please don't hesitate to contact me with any questions or clarification regarding our pricing proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Fann', with a stylized, flowing script.

Jason Fann
President/COO

Attachments: Bid plans and correspondence

Town of Chino Valley Human Resources Renovation
located at 1950 N Voss Dr in Chino Valley, AZ.

General Understanding of the Project

The general understanding of the project is selective demolition of flooring and select walls, roof replacement, construction of new 2" x 4" wood stud walls with a single layer of gypsum board and insulation, new luxury vinyl tile, new gypsum board where necessary, paint throughout, new plumbing, mechanical, and electrical infrastructure to serve a new restroom and a new Break/Kitchen/office area. The proposal is based upon the following documents with an anticipated construction schedule duration of 12 weeks:

1. Demolition and floor plan as developed by the Town of Chino Valley received on July 15, 2024.
2. Site walk held between Town of Chino Valley and Bs Construction Services on June 11, 2024.

Construction Scope of Services

General Conditions & General Requirements

1. Contractor will include the following as part of the General Conditions package:
 - a. Project management team will provide project oversight, Requests for Information (RFI), scheduling, coordination with owner and trade partners, project correspondence and project documentation.
2. The following will be included as part of the General Requirements:
 - a. Includes temporary sanitary facilities.
 - b. Includes construction waste disposal and safety measures such as first aid kits and fire extinguishers.
 - c. Includes final construction cleaning of exterior area affected by construction only.
3. Excludes costs for temporary electricity, site team to use existing electrical infrastructure during construction.

Pre-Construction

1. Design services for new electrical in Break/Kitchen area and new plumbing for Restroom, Break/Kitchen, and relocation of exterior sewer line.
2. Plumbing design to include the following:
 - a. Install new mop sink, floor drain, and water heater located in the Janitor/IT Room.
 - b. Installation of new sinks, toilets, insure A D A compliance and accessibility in new Restrooms.
 - c. A new sink equipped with a garbage disposal in the Break/Kitchen area.
 - d. The reroute of exterior sewer lines as needed.
3. Electrical design to include the following:
 - a. Provide demolition plans indicating the electrical fixture to be removed.
 - b. Replacement of lighting fixtures to energy-efficient LED fixtures to improve lighting quality and reduce energy consumption.
 - c. Provide revised power plans for new equipment in the Break/Kitchen area.
 - d. Provide conduit rough-in locations with final data locations to be determined by owner.

Existing Conditions

1. Removal of existing vinyl composition tile and carpet tiles inclusive of adhesive removal.
2. Remove base.
3. Removal of doors and frames.
4. Removal of cabinets, millwork, countertops, and shelving.

5. Removal of walls as necessary.
6. Saw cut and remove concrete as needed for any new plumbing if required.
7. Remove pass through cabinets and wall front lobby area.
8. Includes hazardous materials testing.
9. Excludes removal, relocation, or storage of existing items currently occupying the building.

Concrete

1. Patch back of 4" concrete over 15-mil vapor barrier for new sewer or plumbing line installation.

Carpentry

1. 2" x 4" wood framing at new walls for a height of 8'-0".
2. Infill of removed pass through area in Lobby and window between offices per floor plan.
3. Infill at door removals garage and walk doors removed per new floor plan.
4. Frame openings for new windows and doors per new floor plan.

Thermal and Moisture Protection

Insulation:

1. Provide and install R-38 insulation above ceilings as needed.
2. Provide and install R-13 batt insulation in new wall locations.

Roofing:

1. Demolition to include the following:
 - a. Remove the existing roof and haul off debris. Includes removal of 2-layers of roofing. .
2. Provide and install new roofing as follows:
 - a. Install new G.A.F. weather watch ice and water underlayment around the perimeter of the roof to include a target application at each penetration per G.A.F. manufacturer recommendations.
 - b. Install new G.A.F. felt buster synthetic underlayment per G.A.F. manufacturer recommendations.
 - c. Install new 2" drip edge at the perimeter of the roof in standard pre-finished colors to be selected by owner.
 - d. Install new G.A.F. Pre-Start starter shingles at the roof perimeter per G.A.F. manufacturer recommendations.
 - e. Install new pipe jacking around roofing penetrations.

- f. Install new G.A.F. Timberline HDZ architectural shingles per G.A.F. manufacturer recommendations.
 - g. Install new G.A.F. Cobra exhaust ridge ventilation at roof ridge?.
 - h. Install new G.A.F. 10" Z-Ridge shingles per G.A.F. specifications.
 - i. Install new intake and exhaust ventilation vents.
 - j. Includes lifting of existing air conditioning unit to remove the existing shingles and install new shingles.
 - k. Includes new pre-finished metal gutters and downspouts.
 - l. Remove and replace fascia based upon need.
 - m. Includes allowance of \$3,000 for roof sheathing replacement per Town of Chino Valley request.
3. Gutters:
- a. Furnish, fabricate, and install new 5" K style seamless steel 26-gauge gutters to non raked fascia board.
 - b. Provide and install new standard 2" x 3" steel 26-gauge downspouts to new gutters

Openings

Doors:

- 1. Provide and install new doors and frames as needed.
- 2. Provide new doors as needed.
- 3. Modification of access control system with hardware to be coordinated and provided through the Town.
- 4. Provide and install solid core wood door and frame at newly constructed entrance.
- 5. Excludes hardware for access control system, provided by owner.

Windows:

- 1. Provide and install new operable windows in locations on floor plan.
 - a. 50/40 double pane low E or similar with approval.
 - b. Vinyl single hung window with fiberglass mesh screen
- 2. Allowance of \$3,500 to provide and install counter top in Lobby area.

Finishes

Flooring:

- 1. Provide and install Engineered Floors Luxury Vinyl Gallatin Plus 4022 Druidstone or equivalent in the following locations:
Throughout
- 2. Includes heavy floor preparation such as infill, heavy leveling of slab on grade, grinding, or repairs to existing slab on grade.

Painting:

1. Prime new gypsum wall board.
2. Paint walls in interior latex with a single color and finish throughout inclusive of 2 accent walls.
3. Paint hollow metal doors and frames at Unisex restrooms in Interior Latex semi-gloss in a single color throughout.
4. Paint walls and gypsum board ceilings with one color and finish throughout.
5. Prepare and apply concrete sealer in Utility Room.

Specialties

1. Provide and install the following toilet accessories per A2.0:
 - a. 150Sx18 grab bars as manufactured by Gamco, 1 each.
 - b. 150Sx36 grab bars as manufactured by Gamco, 1 each.
 - c. 150Sx42 grab bars as manufactured by Gamco, 1 each.
 - d. TTD-5 toilet tissue holders as manufactured by Gamco, 1 each.
 - e. C-24x36 framed mirrors as manufactured by Gamco, 1 each.
 - f. G-58AP soap dispensers as manufactured by Gamco, 1 each.
 - g. B-263 surface mounted paper towel dispenser as manufactured by Bobrick, 1 each.
 - h. Included at the Unisex restroom.
 - i. Includes new toilet accessories in all restrooms.
2. Provide and install restroom signage at entrances to restroom with dimensions of 9" L x 6" W x 1/8" T with braille characters to meet ADA regulations in Unisex restrooms.

Furnishings

1. Provide and install plastic laminate finished casework with the following characteristics:
 - a. 3/4" particle board construction
 - b. Flush overlay
 - c. White melamine interior
 - d. Full extension drawer guides

- e. Soft close concealed hinges
 - f. PVC edging
 - g. Wilsonart standard for cabinetry
2. Furnish and install solid surface finished countertop to include the following:
- a. ½" material thickness
 - b. Matte surface finish
 - c. 4" applied backsplashes
 - d. 1-1/2" front edge
 - e. 1" particle board sub top
 - f. Steel surface mounted counter top supports
 - g. Corian Group 1 for countertops

Plumbing

- 1. Install new mop sink.
- 2. Remove existing fixtures in Women's and Men's restrooms.
- 3. Modify existing sewer plumbing for new tie in as necessary.
- 4. Modify plumbing as needed for new installation.
- 5. Provide and install kitchen sink.
- 6. Supply the following fixtures:
 - a. Toilets, 2 each
 - b. Wall hung lavatory, 2 each

Mechanical

- 1. Replace existing heat and cool unit with proper sized equipment.
- 2. Remove existing evaporative cooler, all plumbing, cap and cover holes in roof.
- 3. Replace (1) thermostat.
- 4. Remove existing ceiling mounted grilles and diffusers in ACT to accommodate demolition.
- 5. Replace grilles and diffusers in ACT.
- 6. Remove exhaust fans and replace with new.

Electrical

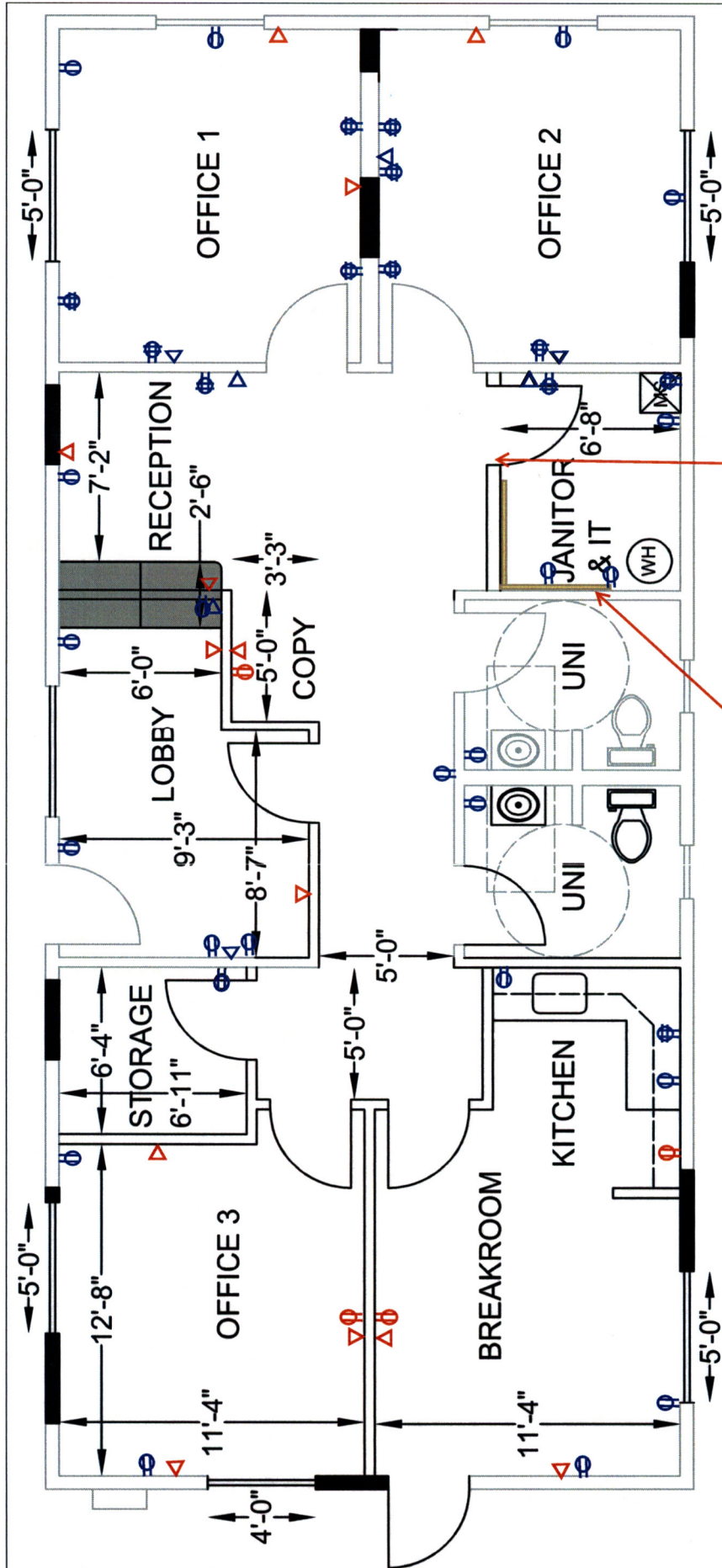
1. Install new smoke detectors in compliance with current code requirements.
2. Install 2 new dedicated circuits for refrigerator and garbage disposal in Break/Kitchen.
3. Remove existing light fixtures and reinstall in existing location and reconnect to existing wiring above ceiling. Install new LED lights in all rooms as needed.
4. Provide conduit with mud rings throughout for communications, owner to determine new data locations and extent of scope.
5. Excludes data/communications cabling, make safe, abandonment, etc., provided by owner.
6. Excludes access control wiring, electric strikes, and keypads.
7. Existing panel and breakers to remain.

Additional Clarifications & Assumptions

1. Contractor will provide necessary management during this scope of work including supervision, required safety, temporary protection, and cleaning.
2. Contractor to provide temporary protection of existing surfaces during the course of construction.
3. Contractor to provide onsite sanitary facilities for all construction personnel.
4. Contractor assumes a temporary laydown area and onsite parking will be provided by the owner.
5. All work is to be performed during normal working hours with coordination of owner for shutdowns.

Exclusions

1. Unforeseen/concealed conditions.
2. Structural modifications and structural wall assessment.
3. Payment or performance bond.
4. Permits.
5. Architectural design.



3/4 inch Plywood Floor to Ceiling

- ◁ Existing Data Drop
- ▷ New Data
- ⊕ Existing single gang
- ⊕ New single gang
- ⊕ Existing double

Louvered Door to provide passive air flow into the room.

Data drop locations should have 3/4 inch conduit that stubs up into attic space and terminate just above a mud ring (NO Boxes)

Data drop locations that are feeding 2 opposing walls should use 1 inch conduit stubs into attic and terminates just above the location mud rings for the opposing walls.

If possible existing electrical and data should be moved into new walls.



**COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.**

JOB ORDER NO. 2

**Job Order Contracting Services for Citywide Construction
(New Human Resources Office Building Remodel)**

THIS JOB ORDER NO. 2 (this “Job Order”) is entered into as of August 13, 2024, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Fann Contracting, Inc., an Arizona corporation (the “Job Order Contractor”). In accordance with the Cooperative Purchasing Agreement between the Town and the Job Order Contractor, dated September 26, 2023 (the “Agreement”), the Job Order Contractor will perform the Scope of Work detailed in Section 1 below, pursuant to the terms and conditions of the Agreement.

1. Scope of Work. The Job Order Contractor shall provide materials and services to provide job order contracting services for citywide construction services, as described in Attachment 1 to this Job Order. Upon acceptance by the Town, this Job Order will become part of the Agreement and shall be attached thereto as part of Exhibit B.

2. Schedule of Completion of Services. The Job Order Contractor shall commence work immediately upon execution of this Job Order and complete the work required herein within 180 days of said execution.

3. Fee Breakdown. The total cost to complete the Scope of Work required under this Job Order shall not exceed \$248,400.

4. Subject to the Agreement. This Job Order is subject to the terms and conditions of the Agreement and the underlying Prescott Contract (No. 2023-212, dated June 13, 2023).

5. Conflict of Interest. The Town may cancel this Job Order pursuant to ARIZ. REV. STAT. § 38-511.

6. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Job Order Contractor warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Job Order Contractor”

FANN CONTRACTING, INC.,
an Arizona corporation

Jason Fann, President

ATTACHMENT 1
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE
TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

JOB ORDER NO. 2

Job Order Contracting Services for Citywide Construction
(New Human Resources Office Building Remodel)

[Scope of Work]

See following pages.



6725 Generation Lane
Prescott, AZ 86301
Phone 928.778.0170
www.fanncontracting.com
ROC-071520-A ROC-078800-B1

June 29, 2024

Town of Chino Valley
Public Works Department
1982 Voss Drive #201
Chino Valley, AZ 86323

Attn: Bruce Cooper, Capital Project Manager

Re: Proposal – Human Resources Office Renovation
2023-210 Job Order Contract (JOC) - Fann/Chino Cooperative Purchasing Agreement

Dear Mr. Cooper,

Please accept our proposal to complete the tenant improvements (TI) work for the human resources office renovation for the Town of Chino Valley. This proposal was prepared in partnership with B's Contracting for the remodel work based on the attached plan sheet and scoping document.

Scope of Work:

The general understanding of the project is selective demolition of flooring and select walls, roof replacement, construction of new 2" x 4" wood stud walls with a single layer of gypsum board and insulation, new luxury vinyl tile, new gypsum board where necessary, paint throughout, new plumbing, mechanical, and electrical infrastructure to serve a new restroom and a new Break/Kitchen/office area. Includes supervision, labor, equipment, and materials for the human resources remodel TI work described in the attached documents.

- Demolition and floor plan as developed by the Town of Chino Valley received on June 15, 2024 (attached).
- Site visit with TOCV staff on June 11, 2024.

Price:

Proposal	\$218,400.00 (includes tax)
Contingency	<u>\$30,000.00</u>
Total with Contingency	\$248,400.00

Includes the following scope items:

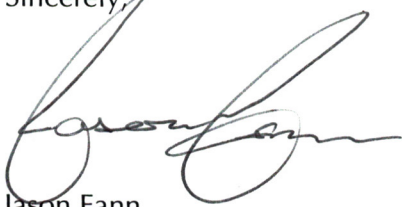
- Concrete
- Masonry
- Framing
- Roofing
- Drywall
- Paint
- Insulation
- Electrical
- HVAC
- Plumbing
- Septic system
- Water system
- Gutters
- Doors/frames/hardware
- Sealants
- FRP
- Bathroom accessories/partitions
- Fire extinguisher

Excludes:

Bond, permits or fees, design/engineering, utility company permits or fees, Buy America requirements, Davis-Bacon wages or certified payroll, SWPPP, 3rd party quality control/quality assurance/inspections, import/export, utility conflicts or relocations, electrical upgrades or underground, data/comms/phone, landscape/irrigation, signs, unforeseen/concealed conditions, structural modifications or structural wall modifications, retention on progress or final payments, or any other project scope not listed above.

Thank you for the opportunity to provide our job order contract proposal for your project. Please don't hesitate to contact me with any questions or clarification regarding our pricing proposal.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Fann', with a stylized, flowing script.

Jason Fann
President/COO

Attachments: Bid plans and correspondence

Town of Chino Valley Human Resources Renovation
located at 1950 N Voss Dr in Chino Valley, AZ.

General Understanding of the Project

The general understanding of the project is selective demolition of flooring and select walls, roof replacement, construction of new 2" x 4" wood stud walls with a single layer of gypsum board and insulation, new luxury vinyl tile, new gypsum board where necessary, paint throughout, new plumbing, mechanical, and electrical infrastructure to serve a new restroom and a new Break/Kitchen/office area. The proposal is based upon the following documents with an anticipated construction schedule duration of 12 weeks:

1. Demolition and floor plan as developed by the Town of Chino Valley received on July 15, 2024.
2. Site walk held between Town of Chino Valley and Bs Construction Services on June 11, 2024.

Construction Scope of Services

General Conditions & General Requirements

1. Contractor will include the following as part of the General Conditions package:
 - a. Project management team will provide project oversight, Requests for Information (RFI), scheduling, coordination with owner and trade partners, project correspondence and project documentation.
2. The following will be included as part of the General Requirements:
 - a. Includes temporary sanitary facilities.
 - b. Includes construction waste disposal and safety measures such as first aid kits and fire extinguishers.
 - c. Includes final construction cleaning of exterior area affected by construction only.
3. Excludes costs for temporary electricity, site team to use existing electrical infrastructure during construction.

Pre-Construction

1. Design services for new electrical in Break/Kitchen area and new plumbing for Restroom, Break/Kitchen, and relocation of exterior sewer line.
2. Plumbing design to include the following:
 - a. Install new mop sink, floor drain, and water heater located in the Janitor/IT Room.
 - b. Installation of new sinks, toilets, insure A D A compliance and accessibility in new Restrooms.
 - c. A new sink equipped with a garbage disposal in the Break/Kitchen area.
 - d. The reroute of exterior sewer lines as needed.
3. Electrical design to include the following:
 - a. Provide demolition plans indicating the electrical fixture to be removed.
 - b. Replacement of lighting fixtures to energy-efficient LED fixtures to improve lighting quality and reduce energy consumption.
 - c. Provide revised power plans for new equipment in the Break/Kitchen area.
 - d. Provide conduit rough-in locations with final data locations to be determined by owner.

Existing Conditions

1. Removal of existing vinyl composition tile and carpet tiles inclusive of adhesive removal.
2. Remove base.
3. Removal of doors and frames.
4. Removal of cabinets, millwork, countertops, and shelving.

5. Removal of walls as necessary.
6. Saw cut and remove concrete as needed for any new plumbing if required.
7. Remove pass through cabinets and wall front lobby area.
8. Includes hazardous materials testing.
9. Excludes removal, relocation, or storage of existing items currently occupying the building.

Concrete

1. Patch back of 4" concrete over 15-mil vapor barrier for new sewer or plumbing line installation.

Carpentry

1. 2" x 4" wood framing at new walls for a height of 8'-0".
2. Infill of removed pass through area in Lobby and window between offices per floor plan.
3. Infill at door removals garage and walk doors removed per new floor plan.
4. Frame openings for new windows and doors per new floor plan.

Thermal and Moisture Protection

Insulation:

1. Provide and install R-38 insulation above ceilings as needed.
2. Provide and install R-13 batt insulation in new wall locations.

Roofing:

1. Demolition to include the following:
 - a. Remove the existing roof and haul off debris. Includes removal of 2-layers of roofing. .
2. Provide and install new roofing as follows:
 - a. Install new G.A.F. weather watch ice and water underlayment around the perimeter of the roof to include a target application at each penetration per G.A.F. manufacturer recommendations.
 - b. Install new G.A.F. felt buster synthetic underlayment per G.A.F. manufacturer recommendations.
 - c. Install new 2" drip edge at the perimeter of the roof in standard pre-finished colors to be selected by owner.
 - d. Install new G.A.F. Pre-Start starter shingles at the roof perimeter per G.A.F. manufacturer recommendations.
 - e. Install new pipe jacking around roofing penetrations.

- f. Install new G.A.F. Timberline HDZ architectural shingles per G.A.F. manufacturer recommendations.
 - g. Install new G.A.F. Cobra exhaust ridge ventilation at roof ridge?.
 - h. Install new G.A.F. 10" Z-Ridge shingles per G.A.F. specifications.
 - i. Install new intake and exhaust ventilation vents.
 - j. Includes lifting of existing air conditioning unit to remove the existing shingles and install new shingles.
 - k. Includes new pre-finished metal gutters and downspouts.
 - l. Remove and replace fascia based upon need.
 - m. Includes allowance of \$3,000 for roof sheathing replacement per Town of Chino Valley request.
3. Gutters:
- a. Furnish, fabricate, and install new 5" K style seamless steel 26-gauge gutters to non raked fascia board.
 - b. Provide and install new standard 2" x 3" steel 26-gauge downspouts to new gutters

Openings

Doors:

- 1. Provide and install new doors and frames as needed.
- 2. Provide new doors as needed.
- 3. Modification of access control system with hardware to be coordinated and provided through the Town.
- 4. Provide and install solid core wood door and frame at newly constructed entrance.
- 5. Excludes hardware for access control system, provided by owner.

Windows:

- 1. Provide and install new operable windows in locations on floor plan.
 - a. 50/40 double pane low E or similar with approval.
 - b. Vinyl single hung window with fiberglass mesh screen
- 2. Allowance of \$3,500 to provide and install counter top in Lobby area.

Finishes

Flooring:

- 1. Provide and install Engineered Floors Luxury Vinyl Gallatin Plus 4022 Druidstone or equivalent in the following locations:
Throughout
- 2. Includes heavy floor preparation such as infill, heavy leveling of slab on grade, grinding, or repairs to existing slab on grade.

Painting:

1. Prime new gypsum wall board.
2. Paint walls in interior latex with a single color and finish throughout inclusive of 2 accent walls.
3. Paint hollow metal doors and frames at Unisex restrooms in Interior Latex semi-gloss in a single color throughout.
4. Paint walls and gypsum board ceilings with one color and finish throughout.
5. Prepare and apply concrete sealer in Utility Room.

Specialties

1. Provide and install the following toilet accessories per A2.0:
 - a. 150Sx18 grab bars as manufactured by Gamco, 1 each.
 - b. 150Sx36 grab bars as manufactured by Gamco, 1 each.
 - c. 150Sx42 grab bars as manufactured by Gamco, 1 each.
 - d. TTD-5 toilet tissue holders as manufactured by Gamco, 1 each.
 - e. C-24x36 framed mirrors as manufactured by Gamco, 1 each.
 - f. G-58AP soap dispensers as manufactured by Gamco, 1 each.
 - g. B-263 surface mounted paper towel dispenser as manufactured by Bobrick, 1 each.
 - h. Included at the Unisex restroom.
 - i. Includes new toilet accessories in all restrooms.
2. Provide and install restroom signage at entrances to restroom with dimensions of 9" L x 6" W x 1/8" T with braille characters to meet ADA regulations in Unisex restrooms.

Furnishings

1. Provide and install plastic laminate finished casework with the following characteristics:
 - a. 3/4" particle board construction
 - b. Flush overlay
 - c. White melamine interior
 - d. Full extension drawer guides

- e. Soft close concealed hinges
 - f. PVC edging
 - g. Wilsonart standard for cabinetry
2. Furnish and install solid surface finished countertop to include the following:
- a. ½" material thickness
 - b. Matte surface finish
 - c. 4" applied backsplashes
 - d. 1-1/2" front edge
 - e. 1" particle board sub top
 - f. Steel surface mounted counter top supports
 - g. Corian Group 1 for countertops

Plumbing

- 1. Install new mop sink.
- 2. Remove existing fixtures in Women's and Men's restrooms.
- 3. Modify existing sewer plumbing for new tie in as necessary.
- 4. Modify plumbing as needed for new installation.
- 5. Provide and install kitchen sink.
- 6. Supply the following fixtures:
 - a. Toilets, 2 each
 - b. Wall hung lavatory, 2 each

Mechanical

- 1. Replace existing heat and cool unit with proper sized equipment.
- 2. Remove existing evaporative cooler, all plumbing, cap and cover holes in roof.
- 3. Replace (1) thermostat.
- 4. Remove existing ceiling mounted grilles and diffusers in ACT to accommodate demolition.
- 5. Replace grilles and diffusers in ACT.
- 6. Remove exhaust fans and replace with new.

Electrical

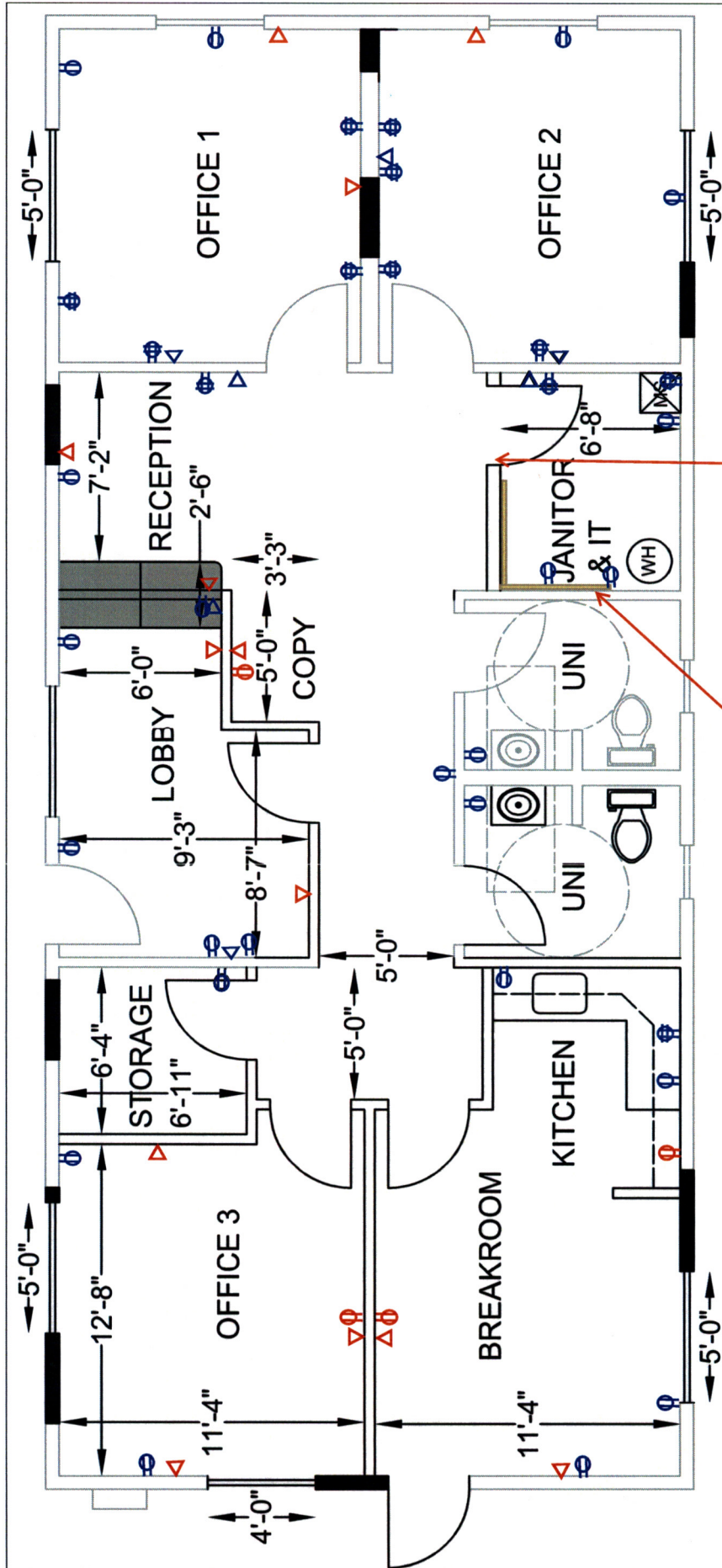
1. Install new smoke detectors in compliance with current code requirements.
2. Install 2 new dedicated circuits for refrigerator and garbage disposal in Break/Kitchen.
3. Remove existing light fixtures and reinstall in existing location and reconnect to existing wiring above ceiling. Install new LED lights in all rooms as needed.
4. Provide conduit with mud rings throughout for communications, owner to determine new data locations and extent of scope.
5. Excludes data/communications cabling, make safe, abandonment, etc., provided by owner.
6. Excludes access control wiring, electric strikes, and keypads.
7. Existing panel and breakers to remain.

Additional Clarifications & Assumptions

1. Contractor will provide necessary management during this scope of work including supervision, required safety, temporary protection, and cleaning.
2. Contractor to provide temporary protection of existing surfaces during the course of construction.
3. Contractor to provide onsite sanitary facilities for all construction personnel.
4. Contractor assumes a temporary laydown area and onsite parking will be provided by the owner.
5. All work is to be performed during normal working hours with coordination of owner for shutdowns.

Exclusions

1. Unforeseen/concealed conditions.
2. Structural modifications and structural wall assessment.
3. Payment or performance bond.
4. Permits.
5. Architectural design.



3/4 inch Plywood Floor to Ceiling

Lowered Door to provide passive air flow into the room.

- ◀ Existing Data Drop
- ▶ New Data
- ⊕ Existing single gang
- ⊕ New single gang
- ⊕ Existing double

Data drop locations should have 3/4 inch conduit that stubs up into attic space and terminate just above a mud ring (NO Boxes)

Data drop locations that are feeding 2 opposing walls should use 1 inch conduit stubs into attic and terminates just above the location mud rings for the opposing walls.

If possible existing electrical and data should be moved into new walls.



**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of September 26, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Fann Contracting, Inc., an Arizona corporation (the “Contractor”). The Town and Contractor are the only parties to this Agreement; they are each individually a “Party,” and together they are the “Parties.”

RECITALS

A. After a competitive procurement process, the City of Prescott, Arizona (“Prescott”), entered into Contract No. 2023-067, dated October 11, 2022 (the “Prescott Contract”), for the Contractor to provide job order contracting services for citywide construction. A copy of the Prescott Contract is attached hereto as Exhibit A and incorporated herein by reference to the extent not inconsistent with this Agreement.

B. The Town is permitted to purchase such materials and services under the Prescott Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement for the purpose of (i) acknowledging their cooperative contractual relationship under the Prescott Contract and this Agreement, (ii) establishing the terms and conditions by which the Contractor may provide the Town with construction materials and services, as more particularly set forth in Section 2 below on an as-needed basis (the “Materials and Services”), and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2025 (the “Initial Term”), unless terminated as otherwise provided in this Agreement or the Prescott Contract. The terms and conditions of the Prescott Contract are incorporated herein and shall survive the termination or expiration thereof.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a “Renewal Term”) if (A) it is

deemed in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, (B) the term of the Prescott Contract has not expired, (C) at least 30 days prior to the end of the then-current term of this Agreement, the Contractor requests, in writing, to extend this Agreement for an additional one-year term, and (D) the Town approves the additional one-year term in writing (including any price adjustments approved as part of the Prescott Contract), as evidenced by the Town Manager's signature thereon, which approval may be withheld by the Town for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of its then-current term; provided, however, that the Town may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting an extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, the Contractor shall be deemed to affirmatively assert that (A) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of this Agreement, and (B) any and all claims, known and unknown, relating to this Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. This is an indefinite quantity and indefinite delivery Agreement for various citywide construction services, which may include, but are not limited to, building, altering, maintaining, repairing, improving, and demolishing public structures under the terms and conditions of the Prescott Contract and this Agreement. The Town does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases of such Materials and Services will only be made when the Town identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the Town to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the Town in such quantities and configurations agreed upon between the Parties in a written invoice, quote, work order, job order, or other form of written agreement describing the work to be completed (each, a "Job Order"). Each Job Order shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Job Orders submitted without referencing this Agreement and the Prescott Contract will be subject to rejection. The Contractor acknowledges and agrees that Job Orders containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by the Town of any Job Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or under the Prescott Contract shall not alter such terms and conditions or relieve the Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.

2.1 Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Prescott Contract will be held at the Contractor's risk and may be returned to

the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

2.2 Cancellation. The Town reserves the right to cancel Job Orders within a reasonable period of time after issuance. Should a Job Order be canceled, the Town agrees to reimburse the Contractor, but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Job Order. The Town will not reimburse the Contractor for any costs incurred after receipt of the Town's notice of cancellation, or for lost profits, shipment of product prior to issuance of a Job Order, or anything not expressly permitted pursuant to this Agreement.

3. Compensation. The Town shall pay the Contractor for the Materials and Services in the amounts set forth in each Job Order. The maximum dollar amount of an individual Job Order shall not exceed \$1,000,000, and the combined maximum dollar amount during any fiscal year shall not exceed \$3,000,000.

4. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Prescott Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Prescott Contract will be subject to rejection and may be returned.

5. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, the Contractor shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor's and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (i) evaluation and verification of any invoices, payments, or claims based on the Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor and its subcontractors hereby waive any

rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Contractor pursuant to this Agreement. The Contractor and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

7. E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under ARIZ. REV. STAT. § 23-214(A). The Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

8. Israel. To the extent applicable under ARIZ. REV. STAT. § 35-393 through § 35-393.03, the Parties hereby certify that they are not currently engaged in, and agree to not engage in for the duration of this Agreement, a "boycott" of goods or services from Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

9. Conflict of Interest. The Town may cancel this Agreement pursuant to ARIZ. REV. STAT. § 38-511.

10. Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona, and a suit pertaining to this Agreement may be brought only in courts in Yavapai County, Arizona.

11. Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Contractor informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. The Contractor hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this section.

12. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, including any amendments, and any Town-approved Job Orders, the Prescott Contract, and invoices, the documents shall govern in that order.

13. Rights and Privileges. To the extent provided under the Prescott Contract, the Town shall be afforded all of the rights and privileges afforded to Prescott and shall be the “City” (as defined in the Prescott Contract) for the purposes of this Agreement.

14. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 13 above, the Town shall be afforded all of the insurance coverage and indemnifications afforded to Prescott to the extent provided under the Prescott Contract, and such insurance coverage and indemnifications shall inure and apply with equal effect to the Town under this Agreement including, but not limited to, the Contractor’s obligation to provide the indemnification and insurance. In any event, the Contractor shall indemnify and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”) to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with the Contractor’s work or services in the performance of this Agreement.

15. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town Town of Chino Valley
 202 North State Route 89
 Chino Valley, Arizona 86323
 Attn: Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew J. McGuire

If to the Contractor: Fann Contracting, Inc.
 P. O. Box 4356
 Prescott, Arizona 86302
 jfann@fanncontracting.com
 Attn: Jason Fann

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

16. Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Contractor warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

17. Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation



Jack W. Miller, Mayor
Eric Granillo, Vice-Mayor for Mayor Miller

ATTEST:



Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:



Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Contractor”

FANN CONTRACTING, INC.,
an Arizona corporation



Jason Fann, President

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

[Prescott Contract]

See following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
FANN CONTRACTING, INC.

[Job Orders]

See following pages (to be attached subsequent to execution).



Request for Statement of Qualifications
Standard Specifications and Contract Documents
Job Order Contracting Services for Citywide Construction

Contract Number 2023-067

MAYOR AND COUNCIL:

Philip Goode, Mayor
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

DESCRIPTION: This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott, Arizona. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

BID OPENING: September 8, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed bids will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

Copies of Project Specifications and Contract Documents are available for inspection on the City's website at:

<https://www.prescott-az.gov/business-development/purchasing/bid-listings/open-bid-requests/>

PUBLISH: August 21, 2022

Request for Statement of Qualifications

Job Order Contracting Services for Citywide Construction

The City of Prescott is soliciting statement of qualifications for Job Order Contracting Services for Citywide Construction. Sealed requests including one (1) original, (not bound or stapled) will be opened on September 8, 2022, at the time and place indicated in Section 2.2.

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1.0 Solicitation Specifications

1.1 Project Description

This Job Ordering Contract (JOC) is for a broad range of building, altering, maintaining, repairing, improving, or demolishing any public structure or building of various scopes and sizes on an as-needed basis at various project locations throughout the City of Prescott. For projects determined by the City to be appropriate for this JOC, the City will request the contractor prepare a scope of work, cost proposal, and project schedule. If acceptable, the City will issue an individual job order agreement and direct the contractor to proceed with the work. The City anticipates that awarded contractors will be issued work, the contractor is neither guaranteed a minimum amount of work nor jobs. The City reserves the right to issue job order contracting agreements based on the ability of the contractor to meet the City's work schedule, the availability of trades and expertise in relation to each project.

1.2 Scope of Work

The City operates multiple facilities including Prescott Regional Airport, City Hall, Parks and Recreation Centers, Prescott Rodeo Grounds, 2 Wastewater Treatment Plants, 7 Water Wells, over one hundred Water and Wastewater Pump Stations, Police Stations, multiple Fire Stations, Public Works and Engineering Facility, and Library.

The Scope of work will include work tasks as requested and described below relating to a variety of citywide construction projects. These projects will include any or all of the following: earthwork and landscaping, structural, electrical, mechanical, plumbing, HVAC, drywall, painting, and any other related general contracting functions.

The following activities may be included in individual projects. If the contractor does not have direct expertise in some of these areas, they must demonstrate the knowledge needed to act as the general contractor utilizing specialty subcontractors for specific work elements.

Work Activities (including but not limited to):

- a. Permit Management: The attainment of permits from any and all jurisdictions which the project may require, including but not limited to the City of Prescott and Yavapai County.
- b. Construction: The physical construction of the work, through competitive subcontractor selection/bidding and/or self-performance as dictated by the unique needs of each individual project.
- c. Cost Proposals: Upon the request of the owner, project cost proposals may be submitted either as a lump sum or as a Guaranteed Maximum Price (GMP). GMP cost proposals shall be "open book" with full transparency provided to the Owner and any project allowance savings will be returned to the Owner at the end of the project.
- d. Federal Compliance: Where federal monies are utilized, the scope shall include prevailing wage compliance as per the Davis Bacon Act and

submission of weekly certified payroll. The City of will notify the contractor if federal grants are utilized.

- e. Project Close-Out: The preparation, maintenance, or modification of the Owner's project close-out documentation including, but not limited to: RLS certified survey as-built, CAD updates to as-built documents, operations and maintenance manuals, warranty manuals, turnover of certified payroll documentation (federal projects only), City, County, State, or Federal agency special close-out requirements, and maintenance personnel training (if applicable). Preparation of construction estimates. City staff may desire to use the contractor during capital project planning or design stages to perform construction estimates.

1.3 Contractor License

Contractor shall be a licensed contractor through the Arizona Registrar of Contractors and have the proper classification to perform the work specified in this contract.

1.4 Guarantee

The Contractor shall guarantee all work and operation of materials provided for one year after completion of the work and each offer shall provide a one-year warranty/guarantee against defects in materials, faulty workmanship and/or performance for all items required of the specifications. Contractor further warrants that all services provided under any job order agreement resultant of this Contract shall conform to the specifications of this Contract and any resulting job order agreement.

1.5 Ordering Work

Contractor shall provide the City with a written cost proposal for each project.

Proposals shall be itemized per the job pricing matrix and the job order cost proposal. Estimates are binding on the Contractor. However, conditions which will alter the original estimate may be brought to the attention of the City's Project Manager ("Project Manager") for approval. Such notification will occur quickly enough so as not to delay any project underway.

Contractor shall proceed with work only upon obtaining an off-site/ROW permit from the Engineering Department and the receipt of a purchase order. The City will waive any City permit fees.

1.6 Scope of Work Meeting

Prior to the commencement of any work on a project, a scope meeting will be held. Minimum attendance of the Contractor's staff shall include a responsible company official and the job superintendent. The agenda will include:

- a. Critical elements of the work schedule.
- b. The traffic control plans in writing.
- c. Coordination with the involved utility firms.

- d. Emergency telephone numbers for all representatives involved in the course of construction.
- e. Names and telephone numbers for all subcontractors proposed for use on the project

1.7 Contractor's Construction Schedule

The Contractor shall prepare and submit for approval a construction schedule outlining the proposed sequence of operations. The schedule shall conform to specific limitations of operations specified herein and to the approved traffic control plan, if needed.

1.8 Change in the Work

The Director may at any time, as the need arises, order changes within the scope of work of any job order agreement without invalidating the agreement. If such changes increase or decrease the amount due under the Contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written change order.

The Director also may, at any time, by issuing a written field order, make changes in the details of the work for any job order agreement. The Contractor shall proceed with the performance of any changes in the work so ordered unless the Contractor believes that such written field order entitles him/her to a change in Contract price or time, or both, in which event Contractor shall give the City written notice thereof within three days after the receipt of the field ordered change, and the Contractor shall not execute such changes pending the receipt of an executed change order or further written instruction from the City.

1.9 Layout, Field Measurements, and Inspection of Surfaces

Contractor shall be solely responsible for the accuracy of measurements and laying out their own work and shall make good any errors due to faulty measurements taken, information obtained, layout, or failure to report discrepancies. The City will assist the Contractor in establishing preliminary working lines and benchmarks.

The Contractor shall notify the Project Manager in writing of any defects noted in such surfaces that are to receive their work. The Project Manager will direct such surfaces to be remedied.

1.10 Inspection

City Inspectors ("Inspectors") will monitor the work site(s) to report as to the progress of the work, the manner in which it is being performed, and report whenever it appears that material furnished, or work performed by the Contractor fails to fulfill the requirements of the job order agreement. The Inspectors may direct the attention of the Contractor to such failures or infringement.

In a case of a dispute arising between the Inspector and the Contractor as to material furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question and issue can be referred to and decided by the Director or designee. Inspectors are not authorized to revoke, alter,

enlarge, relax, or release any requirements of the specifications. Inspector shall in no case act as foremen or perform other duties for the Contractor or interfere with the management of the work by the Contractor.

Inspection or supervision by the Director or designee shall not be considered as direct control of the individual worker and/or their work. The direct control shall be solely the responsibility of the Contractor.

1.11 Quality Assurance

The Contractor/Vendor is responsible for all laboratory tests and certifications to assure that the material is in conformance to the requirements set forth in this advertisement. Representative samples of the cover material, taken under the direct supervision of the Engineer, laboratory test results and certificates of compliance shall all be submitted to the Engineer. The Engineer may reject delivered base material if, in his opinion, the delivered material differs significantly from the representative sample.

1.12 Protection of Finished or Partial Finished Work

The Contractor shall properly guard and protect all finished or partially finished work and shall be responsible for the same until the entire contract is completed and accepted by the City. Partial payment on work so completed shall not release the Contractor from such responsibility, but they shall turn over the entire work in full accordance with these specifications before final settlement shall be made.

1.13 Stockpile of Materials

The Contractor may, if approved by the Project Manager, place materials in the public right of way provided they do not prevent access to adjacent properties or prevent compliance with traffic regulations. Traffic shall not be required to travel over stockpiled materials and proper dust control shall be maintained.

1.14 Supervision by Contractor

The Contractor shall supervise and direct the work and shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall employ and maintain at the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The representative shall have full authority to act on behalf of the Contractor and all communications given to the representative shall be as binding as if given to the Contractor. The representative shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

1.15 Standard Specifications and Details

Except as otherwise noted, cost allocations of this project and all work done under this Contract shall be in accordance with these specifications and all applicable Uniform Standard Specifications For Construction sponsored and distributed by Maricopa Association of Governments (MAG), MAG Standard Details, the City supplements to MAG Standard Details, including the latest approved revisions thereto in force at the time of bid advertisement, which shall be referred to hereinafter as the "Standard Specifications." In all cases where accepted standards (American Water Works

Association (AWWA), American National Standards Institute (ANSI), American Association of State Highway and Transportation Officials (AASHTO), Arizona Department of Transportation (ADOT), American Society for Testing and Materials (ASTM), MAG, etc., are referred to in the "Standard Specifications," the latest revisions as of bid advertisement shall prevail.

1.16 Dumping and Disposal of Waste

The Contractor is responsible for the cost to dispose of all waste products including excess earth material which will not be incorporated into the work under this contract. The waste product referred to herein shall become the property of the Contractor, unless otherwise directed by the Director.

1.17 Clean Up

Clean up shall include the removal of all excess materials in conjunction with the project accumulated on any driveways, curbs, landscaping, or any other surface. No special payment will be made for this item.

The Contractor shall, upon completion of the work, remove all temporary construction facilities, debris, and unused materials provided for in the work, and put the work site of the work and public right-of-way in a neat and clean condition. No special payment will be made for this item.

1.18 Dust Prevention

The Contractor shall take whatever steps, procedures or means required to prevent abnormal dust conditions due to construction operations in connection with this contract. The dust control measures shall be maintained at all times during construction of the project to the satisfaction of the Director and in accordance with the requirements of the Yavapai County Health Department Air Pollution Control and Environmental Protection Agency (EPA) regulations. Contractor will work under the City's Dust Control permit.

1.19 Miscellaneous Removal and Relocations

Miscellaneous removals and relocations shall be construed to mean the removal of all unsuitable materials whether designated or allied by the plans and specifications and shall include but not be limited to the removal of such items as pipes, concrete, asphalt, block, brick, rock, metal, etc. of every nature and description, unless such items are specifically designated in a separate line item. Certain items require temporary removal and reinstallation such as mailbox stands, signposts, survey monument frames and covers, etc., and are included in this category.

1.20 Traffic Control

Most projects will be small enough where major traffic control will not be required. Quotes will be requested for each project. If the need for major traffic control arises for a certain project the cost for traffic control can be added as a separate line item. Any revisions shall be submitted to Public Works for review and approval.

All traffic shall be regulated in accordance with MAG Specifications and the Manual on Uniform Traffic Control Devices (MUTCD).

The Contractor shall have the full responsibility and liability for traffic control under each job order agreement. The Contractor shall submit a Traffic Control Plan to the Public Works Department for approval prior to beginning any work under any job order agreement. It shall be noted that Traffic under this Contract shall include all motor vehicles, bicyclists, and pedestrians.

The Contractor shall notify all adjacent or affected residents or businesses at least 48 hours in advance of any street, alley, sidewalk, and driveway closures and make suitable arrangements to have all vehicles moved to a satisfactory location outside the closed area.

Access shall be maintained to adjacent businesses at all times during construction. Where property has more than one point of access, no more than one access shall be restricted or closed at any one time. Access to adjacent private driveways shall be maintained during all non-working hours.

No measurement will be made for traffic control. No payment will be made for traffic control the cost thereof shall be included in the price bid submitted for the construction or installation of the items to which such traffic control is incidental or appurtenant.

1.21 Survey Control Points

Existing survey monuments shall be protected by the Contractor or removed and replaced under the direct supervision of the City Department Prior to construction, it is the responsibility of the Contractor to notify the City of any survey monuments which need to be referenced off. Any monuments which are lost and have not been referenced off due to the Contractor's negligence and lack of notification to the City shall be replaced at the Contractor's expense. Lot corners shall not be disturbed without knowledge and consent of the property owner and only after such corner has been properly referenced for replacement.

1.22 Protection of Existing Facilities

The Contractor shall protect all existing facilities during construction. Utility poles that may be affected by the construction activities shall be protected and/or braced by the Contractor. The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities and state the course of action, which will be taken to protect same.

1.23 Testing of Materials

Most projects will be small enough where testing is not required. All tests shall be done according to the City and results certified by an independent laboratory approved by the City. All material testing should be included in the project price.

1.24 Cooperation with Utilities

The Contractor shall comply with the requirements of the A.R.S 40-360.21 through 40-360.43 in notification to the interested utility owners prior to the start of construction and shall ascertain the approximate locations of the various underground utilities shown on the plans, and as may be brought to their attention. The exact location of these underground utilities shall be determined by excavations made by the Contractor prior to any trenching operations. When the Contractor's operations result in damage to any

utility, the location of which has been brought to their attention, they shall assume full responsibility for such damage.

- a. The Contractor shall contact the City's Public Works Department for blue staking of all traffic signals, when required.
- b. The Contractor shall assume full responsibility for all damage to all utilities, the locations of which have been made known to them due to their operations, and shall repair the damaged utilities as required herein, at their own expense.
- c. It is the Contractor's sole responsibility to coordinate with the utility companies to have any conflicts between existing utilities and the new construction project resolved. The City will not be held responsible for any delay claims due to such conflicts.
- d. Any waterlines or fire hydrants damaged during construction shall be replaced at the Contractor's expense as per the requirements of the MAG Standard Specifications.
- e. No water valve, sewer manhole or clean out shall be left damaged or inaccessible for more than seven working days. If deficiencies are not corrected within the prescribed time period, the necessary repairs will be affected by the City at the Contractor's expense.

1.25 Required Permits

Contractor will be responsible for any required permits either City or any other agency.

1.26 Independent Contractor

1.26.1 General

- a. The Contractor acknowledges that all services provided under this Contract are being provided as an independent contractor, not as an employee or agent of the City.
- b. Both parties agree that this Contract is nonexclusive, and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing their profession elsewhere.

1.26.2 Other Benefits

The Contractor is an independent contractor; therefore, the City will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits

shall be the sole responsibility of Contractor.

1.27 Inspections

All material and/or services are subject to inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be remedied immediately by the Contractor.

1.28 Project Completion

Project Completion is full completion of all construction associated with a job order agreement, including, but not limited to, punch list items, close out documentation, Operation & Maintenance manuals, warranties, and record drawings as certified by the Architect or Engineer of record.

1.29 Award

This contract will be awarded to the responsible bidder(s) whose bid conforms to the invitation and whose bid is the most advantageous to the City concerning price, conformity to the specifications and other factors. The City may, at its discretion, award multiple contracts if determined to be in the best interest of the City. The Prescott City Council reserves the right to reject any or all bids, to waive formalities, and to accept the bid(s) deemed to be in the best interest of the City of Prescott. Past performance on City projects or other public projects will be evaluated in awarding contracts, and the City may decide to award to a contractor who is not the low bidder. Each bidder must include delivery and a corresponding delivery charge on Form B (Price Sheet) for each material type that the bidder offers. The primary delivery location for the material will be to the City facilities located along Sundog Ranch Road; however, occasional deliveries will be required to specific job sites within the Prescott City limits. The delivery location for slurry and concrete will always be to specific job sites within the Prescott City limits.

2.0 Solicitation Process Requirements

2.1 Communications with the City and Request for Information

All communications regarding this solicitation must be directed in writing to the Department. Unless authorized by the Director, no other City official or employee is empowered to speak for the City with respect to this solicitation. Bidders are advised that the City shall not be bound by information, clarifications, or interpretations from other City officials or employees. Bidders are cautioned against contacting any City official or employee other than the City Contact for this solicitation. Failure to observe this requirement may be grounds for rejection of Bidder's bid.

The City's buyer for this solicitation is:
Tim Legler, Deputy Recreation Services Director
Recreation Services
E-mail: tim.legler@prescott-az.gov

Requests for information must be received by the Project Manager by **5:00 PM on Thursday,**

September 1, 2022. Responses or addenda will be issued **no later than 05:00 PM on Friday, September 2, 2022.** It is the prospective proposer's full responsibility to check the City's website at <http://www.prescott-az.gov/business/bids/> for Addenda related to this procurement. Signed copy of all addenda must submitted with the proposal package.

2.2 Schedule

2.2.1 Solicitation Advertisement

August 21, 2022

2.2.2 Bid Opening [one (1) original, not bound or stapled]

Thursday, September 8, 2022, at 2:00pm
City of Prescott City Clerk's Office
Council Chambers
201 South Cortez Street
Prescott, AZ 86303

2.3 Addenda

Changes to this solicitation will be made only by addenda issued by the CITY'S Contact. It is the bidder's responsibility to check for any addenda prior to submitting a bid. All addenda issued by the City shall become a part of the specifications of this solicitation and will be made part of the resulting agreement.

2.4 Proprietary Material

A Bidder shall clearly mark any proprietary information contained in its bid with the words "proprietary information." Bidder shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a bid as proprietary may result in rejection of the bid. Bidders should be aware that the City is required by law to make its records available for public inspection. The Bidder, by submission of materials marked proprietary, acknowledges, and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose these materials.

2.5 Multiple Bids

A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.6 Delivery of Bids

Sealed bids one (1) original must be received at the City Clerk's office no later than the date and time listed in Section 2.2. The bids will be opened and read publicly in the Conference Room at that time.

If the bid is delivered by the U.S. Postal Service, the bid should be addressed to:

Job Order Contracting Services for Citywide Construction
C/O the City Clerk's Office
201 South Cortez Street
Prescott, AZ 86303

Bidder shall enclose one (1) original bid, not stapled, or bound, in a sealed envelope. The envelope should identify the Bidder's name, mailing address, Title, and the time and date of opening. The City shall not consider late bids, telegraphic (fax) or telephone bids. Bidder is solely responsible for ensuring that bids are delivered on time. Delays caused by any delivery service, including the U.S. Postal Service, will not be grounds for an extension of the deadline for receipt of bids. Bids received after the deadline will be returned unopened. A Bidder may submit multiple bids for any solicitation however, each bid must be submitted separately (in its own complete package) from the others.

2.7 Cost of Bids

The City shall not be liable for any costs incurred by Bidder in the preparation and submittal of a bid(s) in response to the solicitation or in the participation of any part of the procurement process.

2.8 Errors in Bids

Bidder is responsible for all errors or omission in their bids, and any such errors or omission will not serve to diminish their obligations to the City.

2.9 Withdrawal of Bids

A bid may be withdrawn by written request of the Bidder prior to the bid due date and time listed in Section 2.2. No bid may be withdrawn for a period of 60 calendar days after the bid due date and time.

2.10 Changes in Bids

Prior to the bid due date and time listed in Section 2.2, a Bidder may make changes to its bid provided the change is initialed and dated by the Bidder. Corrections and/or modifications received after the closing time specified will not be accepted.

2.11 Rejection of Bids

The City reserves the right to reject any and all bids and to waive any immaterial defects and irregularities in bids.

2.12 Disposition of Bids

All materials submitted in response to the solicitation, including samples, shall become the property of the City upon delivery to the City.

2.13 Incorporation of Solicitation and Response in Agreement

This solicitation, including all attachments and addenda, and all promises, warranties, commitments, and representations in the successful bid shall be binding and shall become obligations of the agreement.

2.14 Protests

Any protest of a notice that a bid is non-responsive must be filed by 5:00 p.m. on the third business day after such notification. All such protests shall be in writing, contain a complete statement of the grounds for protest, and is filed with the City Clerk's Office, 201 S Cortez Street, Prescott, AZ 86303. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of

this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the Apparent Successful Bidder(s). The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other bidder.

2.15 Bid Submittal

Bid one (1) original (not stapled or bound) must be sealed and the envelope must clearly indicate the information as described in Section 2.9. Bidder must fully complete and submit the following documents:

- 2.4.1 Bid Form A - Bidder Response
- 2.4.2 Bid Form B – Job Pricing Matrix
- 2.4.3 Bid Form C - Bid Certification
- 2.4.4 Bid Form D - Non-Collusion Certificate
- 2.4.5 Bid Form E – Certificate of Ownership
- 2.4.6 Bid Form F – Bidder Qualifications, Representations and Warranties
- 2.4.7 Bid Form G – Subcontractor’s List

3.0 General Contract Terms and Conditions

3.1 Entire Agreement

This contract, including all attachments referenced herein, constitutes the entire agreement between the City and the Contractor. The City’s NIB/RFB, all addenda to the NIB/RFB, and the Contractor’s response to the NIB/RFB are explicitly included in this contract. Where there is any conflict among or between any of these documents, the controlling document shall be the first listed in the following sequence: the most recently issued Contract amendment; the Contract; the most recently issued addendum to the City’s NIB/RFB; the City’s NIB/RFB; and the Contractor’s response to the NIB/RFB.

3.2 Term

The initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed. Extensions allowed for in this paragraph 3.2 may be done administratively, without additional City council action. Extensions shall be memorialized in writing, agreed to and signed by both parties in an amendment.

3.3 Title

Prices are F.O.B. destination. Title to items and risk of loss remain with Contractor until City receives items at the delivery point.

3.4 Schedule

The Contractor shall deliver the items or render the services as stated in the Contract. At the City’s option, the Contractor’s failure to timely deliver or perform may require

expedited shipping at the Contractor's expense or may be cause for termination of the Contract and the return of all or part of the items at the Contractor's expense. If the Contractor anticipates difficulty in meeting the schedule, the Contractor shall promptly notify the City of such difficulty and the length of the anticipated delay.

3.5 Invoicing

All invoices shall be emailed to the project manager and reviewed for accuracy prior to submission and payments.

3.6 Payment

Invoices will be paid according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the City's receipt and acceptance of the goods or completion and acceptance of the services. Payment periods will be computed from either the date of delivery of all goods ordered, the completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. No payment shall be due prior to the City's receipt and acceptance of the items identified in the invoice.

3.7 Unlawful Overcharges

The Contractor assigns to the City all claims for anti-trust violations and overcharges relating to items purchased by the City.

3.8 Price Warranty

The Contractor warrants that the prices for the items sold to the City hereunder are not less favorable than those currently extended to any other customer for the same or similar items in similar quantities. The Contractor warrants that price shown on this Contract are complete, and that no additional charge of any type shall be added without the City's express written consent.

3.9 Warranties

The Contractor warrants that all goods are merchantable, comply with the City's latest drawings and specifications, and are fit for the City's intended use; all goods comply with all applicable safety and health standards established for such products; all goods are properly packaged; and all appropriate instructions or warnings are supplied.

3.10 Equal Employment Opportunity

During the term of this Contract, the Contractor agrees as follows: The Contractor will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification.

3.11 Discrimination in Contracting

The Contractor shall not create barriers to open and fair opportunities for subcontractors and suppliers in obtaining or competing for contracts and subcontracts as sources of supplies, equipment, construction, and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate on the

basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

3.12 Record-Keeping

The Contractor shall maintain, for at least 12 months after expiration or earlier termination of the term of this Contract, relevant records, and information necessary to document the Contractor's utilization of other businesses as subcontractors and suppliers in this contract and in its overall public and private business activities. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as subcontractors or suppliers in the contract. The City shall have the right to inspect and copy such records. If this Contract involves federal funds, the Contractor shall comply with all record-keeping requirements set forth in every applicable federal rule, regulation and statute referenced in the contract documents.

3.13 Publicity

The Contractor shall not advertise or publish the fact that the City has contracted to purchase items from the Contractor without the City's prior written approval.

3.14 Proprietary and Confidential Information

The Contractor acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions. City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings, or formulas. The Contractor, by submission of materials marked proprietary and confidential, nevertheless acknowledges, and agrees that the City will have no obligation or any liability to the Contractor in the event that the City must disclose these materials by law.

3.15 Indemnification of City against Liability

To the fullest extent permitted by law, the Contractor agrees to defend, indemnify and hold harmless the City of Prescott, its employees, officers, agents, representatives, directors, and officials from and against all claims, damages, losses, expenses (including but not limited to attorney fees, court costs, and costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents or any tier of subcontractors in the performance of this Contract; Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to or impairment, whether or not recovered under Workmen's Compensation law, destruction or property including loss of use resulting there from, or arising out of the failure of the Contractor or those acting under Contractor to conform to any statutes, ordinance, regulation, law or court decree. It is the intent and agreed to by the parties to this contract that the City of Prescott shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever resulting from injuries to or death of persons or damages to or destruction of

property belonging to any person arising out of or in any way connected with the performance of this contract, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the Contractor or of its officers, agents or employees, or subcontractors.

3.16 Compliance with Law

The Contractor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States, the State of Arizona, Yavapai County; the Prescott City Charter, the Prescott Municipal Code, and ordinances of The City of Prescott; and rules, regulations, orders, and directives of their respective administrative agencies and officers, as may be applicable.

3.17 Licenses and Similar Authorizations

The Contractor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

3.18 Taxes

The Contractor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its property, equipment, and improvements; and taxes on the Contractor's interest in this Contract.

3.19 Tax ID Number

Bidder must provide its Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided in the Bid Section. A City of Prescott Sales Tax Number, if applicable, must also be supplied.

3.20 Americans with Disabilities Act

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. If the Contractor is providing services, programs, or activities to City employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

3.21 Adjustments

At any time, the City may make reasonable changes in the place of delivery, installation or inspection; the method of shipment or packing; labeling and identification; and ancillary matters that Contractor may accommodate without substantial additional expense to the City.

3.22 Amendments

Except for adjustments authorized above, modifications or amendments to the Contract may only be made by a change order or by written document signed by or for both parties.

3.23 Price Adjustment

If the Contractor wishes to increase its prices for a contract extension, the contractor shall provide written notice to the City not less than sixty (60) days prior to the expiration of the original term of the contract (or any extension hereof). The City will consider a fully documented request for price increases. The requested increase shall be based upon a cost increase to Contractor that is directly correlated to the price of the product concerned. City shall determine whether the requested price increase or an alternate option, is in the best interest of City. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.

3.24 Acceptance by City

City reserves the right to accept or reject the request for a price increase. If City approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.

3.25 Price Reduction

Contractor shall offer City a price reduction for its products concurrent with a published price reduction made to other customers.

3.26 Estimated Quantities

Payment shall be based on actual quantities and there is no guarantee that any certain quantity shall be required by City. City reserves the right to increase or decrease the quantities required. The City does not guarantee and maximum or minimum amounts of purchase.

3.27 Assignment

Neither party shall assign any right or interest nor delegate any obligation owed without the written consent of the other, except Contractor may assign the proceeds of this Contract for the benefit of creditors upon 21 days advance written notice to the City.

3.28 Binding Effect

The provisions, covenants and conditions in this Contract apply to bind the parties, their legal heirs, representatives, successors, and assigns.

3.29 Waiver

The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.

3.30 Applicable Law

This Contract shall be construed under the laws of the State of Arizona. The venue for any action relating to this Contract shall be in the Superior Court for Yavapai County, State of Arizona.

3.31 Remedies Cumulative

Remedies under this Contract are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

3.32 Severability

Any invalidity, in whole or in part, of any provision of this Contract shall not affect the validity of any other of its provisions.

3.33 Gratuities

The City may, by written notice to the Contractor, terminate Contractor's right to proceed under this Contract upon one (1) calendar days' notice, if the City finds that any gratuity in the form of entertainment, a gift, or otherwise was offered or given by the Contractor or any agent thereof to any City official, officer or employee.

3.34 Termination

3.34.1 For Cause

Either party may terminate this Contract in the event the other fails to perform its obligations as described herein, and such failure has not been corrected to the reasonable satisfaction of the other within thirty calendar days after notice of breach has been provided to such other party.

3.34.2 For Reasons Beyond Reasonable Control of a Party

Either party may terminate this Contract without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to an act of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

3.34.3 For Public Convenience

The City may terminate this Contract in whole or in part whenever the City determines that such termination is in its best interest (including but not limited to for lack of continuing appropriations). In such a case the Contractor shall be paid for all items accepted by the City.

3.34.4 Notice

Notice of termination for convenience shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

3.35 Major Emergencies or Disasters

The following provision shall be in effect only during major emergencies or disasters. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Contractor under the following terms and conditions: Contractor shall provide to the City, upon the City's

request, such goods and/or services at such time as the City determines. In the event the Contractor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Contractor, the Contractor shall make such delivery as soon as practicable. If the Contractor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Contractor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Contractor is unable to provide such goods and/or services as requested by the City, the Contractor may offer to the City limited substitutions for its consideration and shall provide such substitutions to the City as required above, provided the Contractor has obtained prior approval from the City for such substitution. The Contractor shall charge the City the price determined in this Contract for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Contractor incurring unavoidable additional costs and causes the Contractor to increase prices in order to obtain a fair rate of return, the Contractor shall provide the City with appropriate documentation of the additional costs. The Contractor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Contractor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Contract, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, and loss of any utility service, fire, terrorist activity or any combination of the above.

3.36 Contractor Immigration Warranty

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

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

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

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

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

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

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

4.0 Standard Bid Information

4.1 Default by Bidder

In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Director.

4.2 Litigation

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. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.

4.3 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 vendor. 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.

4.4 Brand Names

Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.

5.0 Instructions for Submittal Forms

5.1 Form A – Solicitation Response Cover Sheet

Bidder shall complete, sign, and submit Form A as the first page of the bid package.

5.2 Form B – Job Pricing Matrix

Bidder shall certify that its bid will be valid for 90 days after submission. Bidder may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

5.3 Form C – Bid Certification

Bidder shall complete, sign, and submit Form C.

5.4 Form D – Non-Collusion Certificate

Bidder shall complete, sign, and submit Form D.

5.5 Form E – Certificate of Ownership

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.

5.6 Form F – Bidder Qualifications, Representations and Warranties

5.6.1

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to perform the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

5.6.2

Bidder shall provide two (2) references, a sub-contractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign and submit Form F.

5.7 Form G – Subcontractors List

Bidder shall complete and submit Form G completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations that they may utilize for projects as subcontractors.

Construction Contract



Job Order Contracting Services for Citywide Construction

Contract No. 2023-067

THIS AGREEMENT made and entered into this 11th day of October 2022, 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 provided, hereby agrees, for himself, his 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 Services for Citywide Construction 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 Notice Inviting Bids, Project Plans and Specifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of October 11, 2022, Proposal Guarantee, Performance Bond, Payment Bond, 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 initial term of the contract shall be for a period of two (2) years. The contract may be extended for additional one (1) year period up to a total of three (3) additional years, with the mutual consent of the City of Prescott and Contractor. The contract shall commence when the contract is fully executed.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, and approved quotes, for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221, if applicable.

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 according to the table in MAG 108-1 in section 108.9, 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 according to the table in MAG 108-1 in section 108.9 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 that 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 XIII – 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 XIV – 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 XV - MISCELLANEOUS:

- A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.
- B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- C. In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- D. 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.
PO Box 4356
Prescott AZ 86302
jfann@fanncontracting.com

- E. This Agreement shall be construed under the laws of the State of Arizona.
- F. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become

part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

- G.** In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
- H.** 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.
- I.** 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.
- J.** In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit “A”.
- K.** 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.
- L.** 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.

ATTEST:

Witness, if Contractor is an Individual



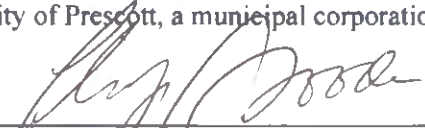
Fann Contracting, Inc.
(Authorized Signature)

By: Jason Fann
(Printed Name)

Title: President

Email: jfann@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

Form A – Solicitation Response Cover Sheet



Job Order Contracting Services for Citywide Construction

Please note all that apply:

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

Business Name: Fann Contracting, Inc.

Business Address: PO Box 4356

Prescott, AZ 86302

Business Phone: (928) 778-0170

Business Contact: Jason Fann

Contact Email: jfann@fanncontracting.com

Contractor Comments: _____

CONFIDENTIAL PROPRIETARY INFORMATION

Form B – Job Pricing Matrix

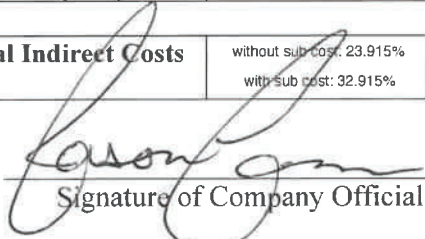


Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

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

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

President

Title

September 8, 2022

Date Signed

jfann@fanncontracting.com

Email Address

Fann Contracting, Inc.

Company Name

928-778-0170

Phone Number

PO Box 4356

Address

Prescott, AZ

City / State

86302

Zip Code

Form C – Bid Certification



Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

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

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

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

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

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

Dated this 8th day of September 2022.

Signature

Jason Fann

Written Name

(928) 778-0170

Phone Number

jfann@fanncontracting.com

Email Address

Form D – Non-Collusion Certificate



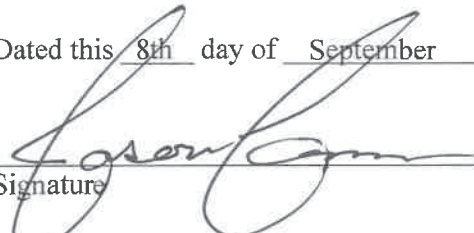
Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

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

Dated this 8th day of September 2022.


Signature

(928) 778-0170
Phone Number

Jason Fann
Written Name

jfann@fanncontracting.com
Email Address

Form E – Certificate of Ownership



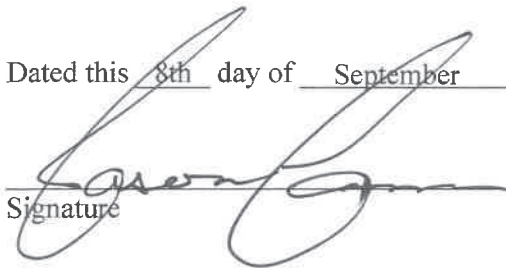
Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

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

Dated this 8th day of September 2022.


Signature

(928) 778-0170
Phone Number

Jason Fann
Written Name

jfann@fanncontracting.com
Email Address

Form F – Bidder Qualifications, Representations and Warranties



Job Order Contracting Services for Citywide Construction

Company Name: Fann Contracting, Inc.

The undersigned Bidder hereby certifies as follows:

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

Reference #1

Firm Name: Coconino County Public Works

Address: 5600 E. Commerce Ave
Flagstaff, AZ 86004

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

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

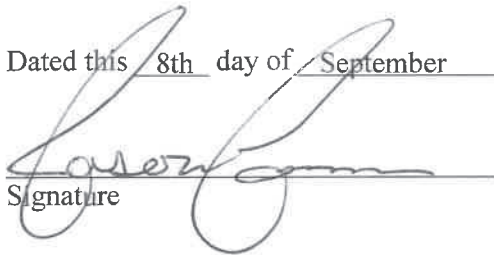
Reference #2

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

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

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

Dated this 8th day of September 2022.


Signature

(928) 778-0170
Phone Number

Jason Fann
Written Name

jfann@fanncontracting.com
Email Address

Form G – Subcontractors List



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

**Use additional form(s) if needed*

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



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

September 8, 2022

Whom it may concern,

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

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Nay". The signature is written in a cursive, flowing style.

Michael Nay

Sr. Estimator

J.Co. Contracting L.L.C.



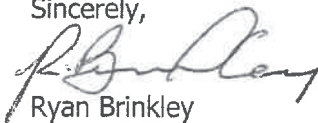
ENGINEERING & TESTING CONSULTANTS INC.

September 8, 2022

Whom it may concern,

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

Sincerely,



Ryan Brinkley

GEOTECHNICAL ENGINEERING • SOILS & MATERIALS TESTING • SPECIAL INSPECTION

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



ADDENDUM NUMBER ONE

FOR THE

Job Order Contracting Services for Citywide Construction

DATE OF ADDENDUM: August 26, 2022

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

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

Remove and replace Form C Bid Certification

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

Correction to Page 3 Contents Form B

Correct from Price Sheet to be Job Pricing Matrix.

Add to the RSOQ 2.16 Evaluation Criteria

2.16 Evaluation Criteria

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

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

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

- END -

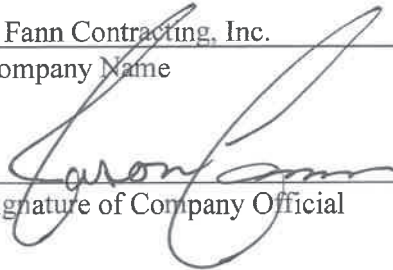
City of Prescott

Tim Legler
Tim Legler, Deputy Recreation Services Director

8/26/2022
Date

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

Fann Contracting, Inc.
Company Name


Signature of Company Official

September 8, 2022
Date



JOC Yavapai College East Campus Parking Lot Rehab



JOC Cosnino Road Pavement Preservation



JOC Pinewood Blvd Pavement Preservation

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

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

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

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

FANN

CONTRACTING

City of Prescott

Tim Legler, Deputy Recreation Service Director

201 S. Cortez Street

Prescott, AZ 86303

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

Dear Selection Committee,

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

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

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

September 8, 2022

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

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

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

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

Sincerely,



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

FANN
CONTRACTING

300+
EMPLOYEES

**Continuous
JOC Work**
SINCE 2013

250+
PUBLIC/GOVERNMENT
CONTRACTS

**Largest
Equipment Fleet
in Northern AZ**
W/ HIGHLY EXPERIENCED
OPERATORS

75-90%
TYPICAL SELF-PERFORM
RATE RANGE

2.16 A - GENERAL INFORMATION

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

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

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

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

KEY PERSONNEL:



JASON FANN

ALT. DELIVERY LEAD/PROGRAM DIRECTOR



BRIAN FULLER

ESTIMATOR/PROJECT
MANAGER



DEREK KACK

ESTIMATOR/PROJECT
MANAGER

ACCESS TO FANN'S 14 PROJECT ENGINEERS AND SUPERINTENDENTS

subcontractors in today's high-demand market.

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

Licences, Terminated Contracts and Bonding Capacity. Arizona Professional Contractor Licenses.

A-General Engineering - AZROC 071520

B-General Residential Contractor - AZROC 204153

B1-General Commercial Contractor - AZROC 078800

B4-General Engineering Contractor - AZROC 041313

Terminated Contracts

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

Bonding Capacity

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



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

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

2.16 B EXPERIENCE AND QUALIFICATIONS

Comparable JOC contracts:

COCONINO COUNTY JOC

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



PINEWOOD BLVD PAVEMENT PRESERVATION (COCONINO COUNTY JOC)

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

Role of the Firm: JOC Contractor

Original/Final Cost: Original:

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

Construction Dates: May 2015 - July 2015

Project Owner: Coconino County Public Works Department

References:

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



COSNINO ROAD PAVEMENT PRESERVATION (COCONINO COUNTY JOC)

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

Role of the Firm: JOC Contractor

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

Final: \$1,848,055.00

Construction Dates: April 2017 - June 2017

Project Owner: Coconino County Public Works Department

References:

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



STATEWIDE JOC

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



ADOT GRAND CANYON AIRPORT FAA RUNWAY REPAIRS (STATEWIDE JOC)

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

Role of the Firm: JOC Contractor

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

Construction Dates: November 2021 - January 2022

Project Owner: ADOT Grand Canyon Airport

References:

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



YAVAPAI COLLEGE EAST CAMPUS PARKINGLOT REHABILITATION (STATEWIDE JOC)

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

Role of the Firm: JOC Contractor

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

Construction Dates: June 2020 - August 2020

Project Owner: Yavapai College

References:

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



YAVAPAI COUNTY BEASLEY FLAT LOW WATER CROSSING (STATEWIDE JOC)

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

Role of the Firm: JOC Contractor

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

Construction Dates: September 2018 - November 2018

Project Owner: Yavapai County Public Works / Flood Control

References:

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

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

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

2.16 C VALUE ADDED KNOWLEDGE AND EXPERIENCE

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

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

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



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

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

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

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

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

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

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

Knowledge of Price Cost Estimating and Estimating Software.

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

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

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

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

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

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

Jason Fann

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

Brian Fuller

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

Derek Kack

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

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

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2022

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 Reseco Insurance Advisors, LLC 7901 N. 16th Street, Suite 100 Phoenix AZ 85020	CONTACT NAME: PHONE (A/C, No, Ext): 602-753-4250 FAX (A/C, No): 602-419-2242 E-MAIL ADDRESS: certificates@resecoadvisors.com
INSURED Fann Contracting, Inc. P.O. Box 4356 Prescott AZ 86302	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Co of Amer INSURER B: The Phoenix Insurance Company INSURER C: Travelers Indemnity Company of CT INSURER D: The Travelers Indemnity Co of America INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 1089919655**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
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ No XCU Exclusion GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	DT-CO-1H12415A-PHX-22	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	810-0N740458-22-26-G	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductible \$ \$3,000/\$3,000
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP-1H12415A-22-26	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	Y	UB-5K613005-22-26-G	6/1/2022	6/1/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Bldrs Risk/Installation Floater \$25,000 Ded EQ/Flood \$1,000 Ded All Other			QT-630-4T849779-TIL-22	6/1/2022	6/1/2023	Limit per Location \$3,000,000 Limit per Disaster \$3,000,000 Limit EQ/Flood \$2,500,000

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

Certificate holder is hereby included as Additional Insured with respects to the General Liability, Automobile Liability and Excess/Umbrella Liability on a primary and non-contributory basis if required by written contract subject to all provisions and limitations of the policy. Waiver of Subrogation in favor of Certificate Holder applies to the General Liability, Automobile Liability and Employers Liability/Workers Compensation if required by written contract subject to all provisions and limitation of the policy. The above referenced Excess/Umbrella Liability policy provides additional limits of insurance for General Liability, Automobile Liability and Employers Liability/Workers Compensation. See Attached Forms. Additional Insured status applies to ongoing and completed operations.

RE: City of Prescott Job Order Contracting Services for Citywide Construction - Contract No. 2023-067

CERTIFICATE HOLDER**CANCELLATION**

City of Prescott
433 N. Virginia Street
Prescott AZ 86301

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

AUTHORIZED REPRESENTATIVE

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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.

- | | |
|---|---|
| <ul style="list-style-type: none"> 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 | <ul style="list-style-type: none"> 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

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.

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

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., 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**.

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 the first named insured when the 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, requires this insurance to be primary and non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT; PROVIDED THAT, THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3.** Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
- 4.** The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is pro-

vided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.

- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

**PERSON OR
ORGANIZATION:**

ANY PERSON OR ORGANIZATION TO WHOM
CONTINUED ON IL T8 03

ADDRESS:

THE ADDRESS FOR THAT PERSON
CONTINUED ON IL T8 03
PRESCOTT
AZ
86302

PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVE,
BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THE POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THE SCHEDULE

ADDRESS: THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH
WRITTEN REQUEST FROM YOU TO US.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**BLANKET ADDITIONAL INSURED
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
 - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
 - b) If, and only to the extent that, the 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 requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
 - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
 - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - i. 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
 - ii. Supervisory, inspection, architectural or engineering activities.
- c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
 - a) The additional insured must 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:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
 - ii. The names and addresses of any injured persons and witnesses; and
 - iii. 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 the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
 - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must 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.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS XTEND ENDORSEMENT

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. 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. Aircraft Chartered With Pilot | H. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Damage To Premises Rented To You | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments | J. Knowledge And Notice Of Occurrence Or Offense |
| D. Incidental Medical Malpractice | K. Unintentional Omission |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations | L. Blanket Waiver Of Subrogation |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries | M. Amended Bodily Injury Definition |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads |

PROVISIONS

A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to 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.

B. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A. BODILY**

INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions **c.** and **g.** through **n.** do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by:

- a.** Fire;
- b.** Explosion;
- c.** Lightning;
- d.** Smoke resulting from such fire, explosion, or lightning; or
- e.** Water;

unless Exclusion **f.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE:**

Subject to 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 apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

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

- 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";

5. The following is added to 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.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:**

- 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.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGES:**

- 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.

D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) 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 is added to 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 willful 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.

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

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

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

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

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 injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

F. WHO IS AN INSURED – BROADENED NAMED 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 you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

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

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", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution 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 which you agreed to provide in the written contract or agreement, or the limits shown on 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 injury" or "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, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

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

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

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution 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 which you agreed to provide in the written contract or agreement, or the limits shown on 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 injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

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

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the 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 by 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) or any "employee" authorized by you to give notice of an "occurrence" or offense.
- (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers 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; or

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

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

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

- (3) Notice to us of such "occurrence" or of an 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 Paragraphs 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 Coverage Part 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.

K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

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.

L. 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**:

COMMERCIAL GENERAL LIABILITY

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 injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the **DEFINITIONS** Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

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

POLICY NUMBER: UB-5K613005-22-26-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.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 8/13/2024
CONTACT PERSON: Terri Denemy, Assistant to the Town Manager
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to authorize the Mayor to sign a letter of support for Upper Verde River Watershed-Yavapai Ranch (Phase IV) Land & Water Conservation Fund Request by Prescott National Forest.

SUMMARY:

Prescott National Forest (PNF) is submitting a Fiscal Year 2026 Land & Water Conservation Fund (LWCF) request to acquire land within the historic Yavapai Ranch in Yavapai County, Arizona for the Upper Verde River Watershed – Yavapai Ranch Phase IV.

Yavapai Ranch comprises the largest private in-holding in the Southwestern Region of the US Forest Service (USFS). This Phase IV LWCF acquisition will secure another six sections, roughly at 640 acres per section, within the checkerboard of privately-owned and National Forest System lands. The PNF previously submitted five of these six sections for LWCF funding in FY 2024, and they were ranked #5 nationally on the FY 2024 USFS Supplemental project list. However, USFS did not receive the anticipated Supplemental Project funding for those additional LWCF acquisition projects in the 2024 budget. This Phase IV request thus restores the project's original momentum, and with the addition of one new section, enables full acquisition of the entire eastern third of Yavapai Ranch by PNF, thus furthering the goal of landscape-scale resource protection and fractured landownership consolidation.

Conserving the Verde River and Bill Williams River watersheds, mitigating wildfire risk, protecting resilient wildlife movement corridors, and enhancing public recreational access are valuable outcomes beneficial to the Town of Chino Valley and its residents. The proposed Upper Verde River Watershed – Yavapai Ranch Phase IV project provides an important contribution towards those conservation outcomes. Therefore, staff recommends authorizing the Mayor (or in his absence, the Vice-Mayor) to sign a letter of support.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Authorize the Mayor to sign a letter of support for Upper Verde River Watershed-Yavapai Ranch (Phase IV) Land & Water Conservation Fund Request by Prescott National Forest.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Yavapai Ranch LWCF FY26 support letter - Chino Valley
2.	YRLP FY25 LWCF Project map
3.	YRLP FY24 LWCF Final phasing map



CHINO VALLEY

A R I Z O N A

Jack Miller, Mayor
jwmiller@chinoaz.net

August 13, 2024

Michiko Martin
Regional Forester
US Forest Service Southwestern Region
333 Broadway SE
Albuquerque, NM 87102

By Email: Michiko.Martin@usda.gov

Re: Support for the Upper Verde River Watershed—Yavapai Ranch—Phase IV Land & Water Conservation Fund request by Prescott National Forest

Dear Regional Forester Martin,

The Town of Chino Valley strongly supports the FY 2026 Land & Water Conservation Fund (LWCF) request for the Upper Verde River Watershed—Yavapai Ranch—Phase IV submitted by the Prescott National Forest (PNF) to acquire land within the historic Yavapai Ranch in Yavapai County, Arizona. Yavapai Ranch comprises the largest private inholding in the Southwestern Region of the US Forest Service.

We are grateful that the US Forest Service (USFS) has initiated the important first phase of the Yavapai Ranch acquisition and has prioritized Phase III of the project by moving it up to #4 in the national ranking and including it in its FY 2025 budget. We request your continued commitment to this outstanding multi-phase conservation and recreation project in FY 2026 and beyond.

This Phase IV LWCF acquisition will secure six additional approximately 640-acre sections within the checkerboard of privately owned and National Forest System lands. The PNF previously submitted five of these sections for LWCF funding in FY 2024—they were ranked #5 nationally on the FY 2024 USFS Supplemental project list, but the USFS did not receive the funding needed for those additional LWCF acquisition projects in the 2024 budget. This Phase IV request restores the project's original momentum and, with the addition of one new section, enables the full acquisition of the entire eastern third of Yavapai Ranch by PNF, thus furthering the goal of landscape-scale resource protection and fractured landownership consolidation.

Yavapai Ranch is located 40 miles from the rapidly growing communities of Chino Valley, Prescott, and Prescott Valley. The greatest threats to the water, wildlife, and recreation values of Yavapai Ranch—exacerbated by the checkerboard pattern of land ownership—are private development and catastrophic wildfire. Should Yavapai Ranch be developed rather than conserved, the resulting fragmentation would significantly diminish public recreational access and complicate efforts by PNF to mitigate the risk of catastrophic wildfire to natural and cultural resources and modern-day values at risk. The new section in the Phase IV LWCF request is especially at risk of development because it is bisected by Williamson Valley Road. Protection of this section not only eliminates the risk of development but also significantly enhances public access and recreation opportunities across the fractured landownership pattern.

There is an immediate opportunity for the US Forest Service to acquire 41,000 acres of Yavapai Ranch and achieve consolidated ownership—a mutual goal that PNF and the family that owns the ranch

have been working towards for over 40 years. The now elderly landowner is hoping to complete this very important project with the Forest Service while he has the controlling interest in the property. If acquired by PNF in its entirety, the Yavapai Ranch project would resolve management and access issues by consolidating over 92,000 acres of permanently conserved land in the Upper Verde River and Bill Williams River watersheds, and ultimately also serve to protect the lower Colorado River basin. Investments in this project from the LWCF board, Natural Resources Conservation Service (NRCS), and the separate but synergistic Yavapai-Apache Nation Land Exchange project will further consolidate fragmented ownership and protect multiple natural and cultural resource values.

Upon completion, the Upper Verde River—Yavapai Ranch Land and Water Conservation Fund project will:

1. Enhance recreational access and consolidate resource protection for more than 92,000 acres.
2. Contribute to protecting Big Chino Aquifer, the Upper Verde River, and state water supplies.
3. Contribute to ongoing downstream conservation efforts on the Verde River.
4. Protect the upper watershed of the Bill Williams River, an important tributary to the Colorado River that supports native fish, wildlife, and the largest native woodlands on the lower Colorado River.
5. Protect critically important habitat within the Resilient and Connected Network of Lands in North America for one of the largest remaining herds of pronghorn antelope, as well as elk, mule deer, grassland-dependent birds and wildlife, and many other native terrestrial species.
6. Resolve a highly fragmented landownership pattern and acquire the largest remaining inholding in the US Forest Service's Southwestern Region which directly aligns with the nation's Wildfire Crisis Strategy (WCS) emphasis. The PNF has been identified as one of the nation's top priority WCS landscapes, and the acquisition of the Yavapai Ranch will only help to further reduce wildfire risk to resources, enhance mitigation efforts through landownership consolidation, and greatly increase the effectiveness of landscape-scale restoration activities.

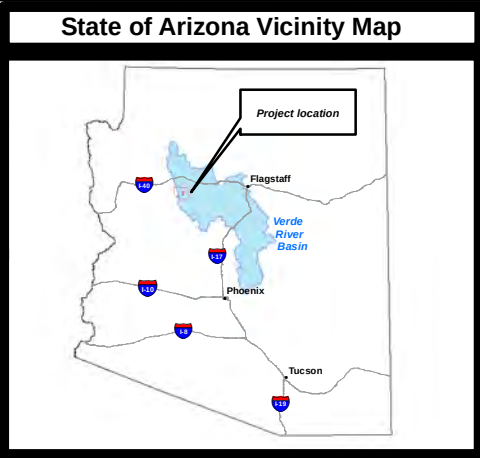
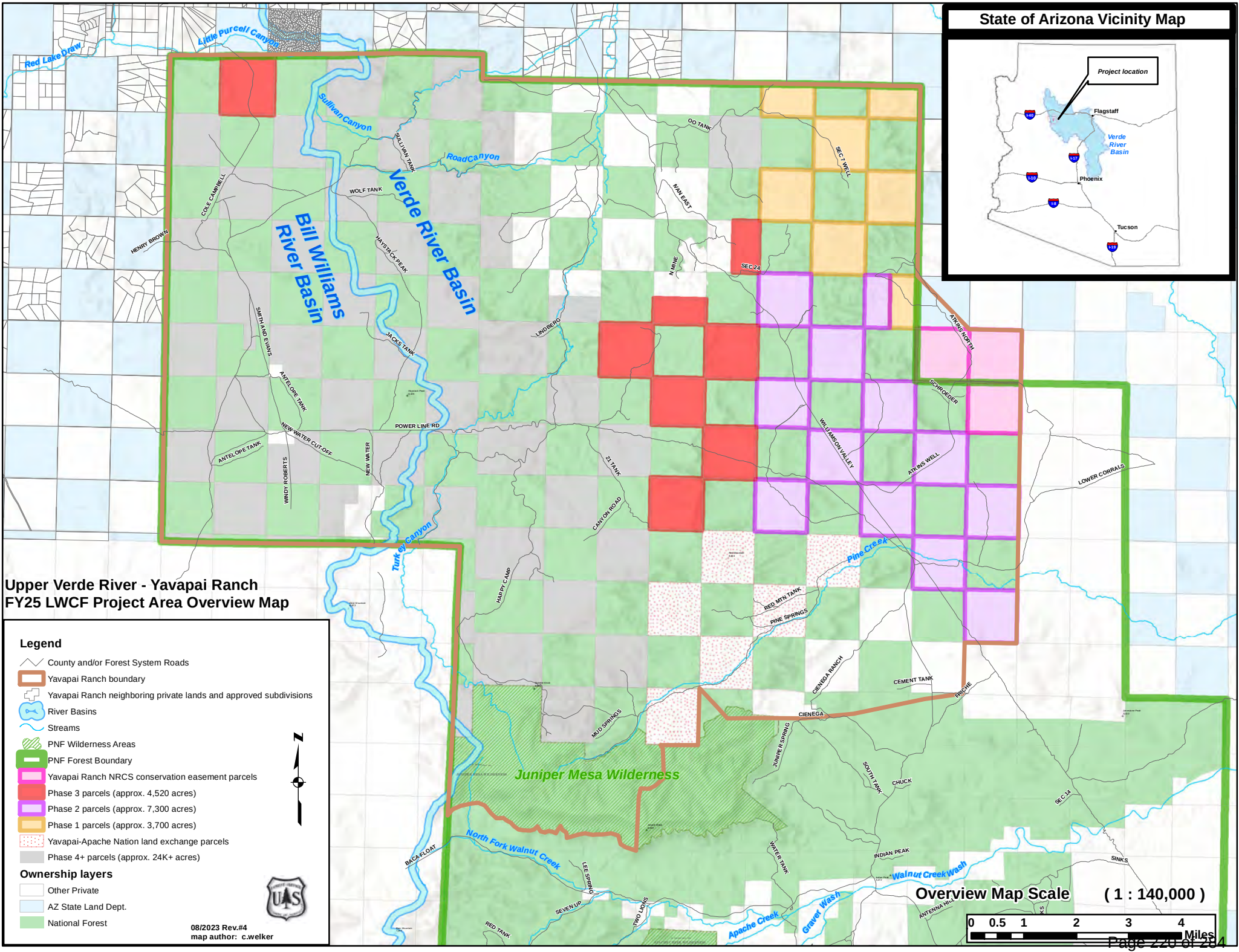
Conserving the Upper Verde River and Bill Williams River watersheds, mitigating wildfire risk, protecting resilient wildlife movement corridors, and enhancing public recreational access are valuable outcomes beneficial to the Town of Chino Valley and its residents. The proposed Upper Verde River Watershed—Yavapai Ranch—Phase IV project provides an important contribution to those conservation outcomes.

Thank you for considering Prescott National Forest's request for an additional allocation from the Land and Water Conservation Fund in FY 2026 for Phase IV of this important acquisition. Please feel free to contact me with any questions about support for the project at (928) 636-2646 or jmiller@chinoaz.net.

Thank you,

Jack W. Miller
Mayor

cc: Sarah Clawson, Forest Supervisor, Prescott National Forest Sarah.Clawson@usda.gov
Chris Welker, Realty Specialist, Prescott National Forest Chris.Welker@usda.gov
Tracy Parker, Director of Lands and Minerals, USFS Southwestern Region Tracy.Parker@usda.gov
Heather Reading, Conservation Advisor, Land Advisors Organization HReading@landadvisors.com



Upper Verde River - Yavapai Ranch
FY25 LWCF Project Area Overview Map

Legend

- County and/or Forest System Roads
- Yavapai Ranch boundary
- Yavapai Ranch neighboring private lands and approved subdivisions
- River Basins
- Streams
- PNF Wilderness Areas
- PNF Forest Boundary
- Yavapai Ranch NRCS conservation easement parcels
- Phase 3 parcels (approx. 4,520 acres)
- Phase 2 parcels (approx. 7,300 acres)
- Phase 1 parcels (approx. 3,700 acres)
- Yavapai-Apache Nation land exchange parcels
- Phase 4+ parcels (approx. 24K+ acres)

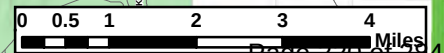
Ownership layers

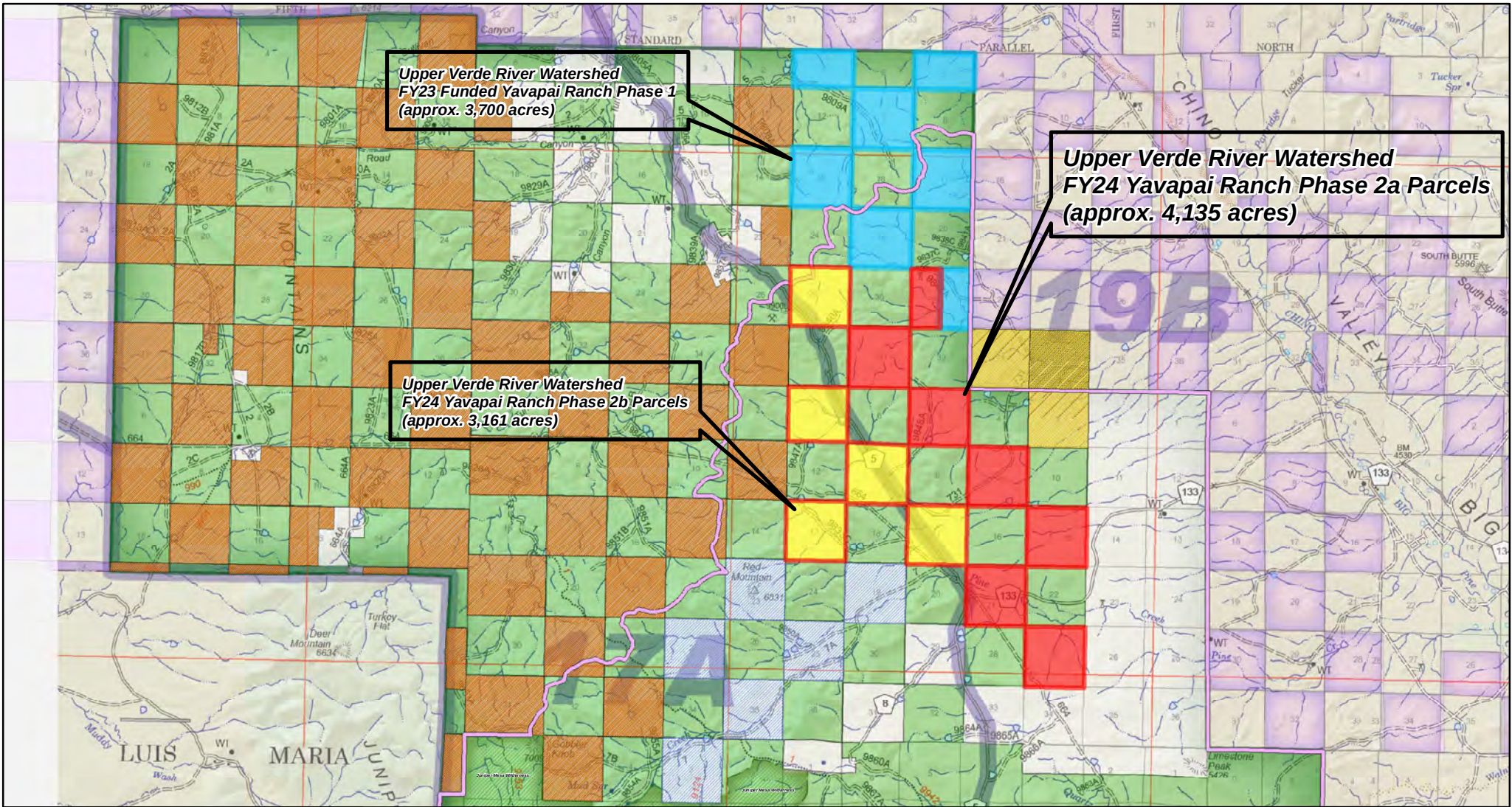
- Other Private
- AZ State Land Dept.
- National Forest



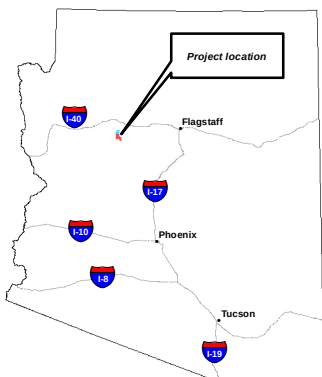
08/2023 Rev.#4
map author: c.welker

Overview Map Scale (1 : 140,000)





State of Arizona Vicinity Map



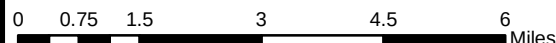
References

Yavapai Ranch
(requesting party)
7528 N Clearwater Pkwy
Scottsdale, AZ 85253-2804

Disclaimer

The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.

Map Scale (1 : 150,000)



Legend

- Phase 2a Yavapai Ranch "Checkerboard" Parcels (approx. 4,135 acres)
- Phase 2b Yavapai Ranch "Checkerboard" Parcels (approx. 3,161 acres)
- Phase 1 Yavapai Ranch "Checkerboard" Parcels (approx. 3,700 acres secured FY23 Funding)
- Other Layers**
 - Phase 3+ Yavapai Ranch "Checkerboard" Parcels (approx. 31,643 acres)
 - non-subject Yavapai-Apache Nation Parcels Considered for Exchange with PNF non-subject Yavapai Ranch Parcels
 - NRCS/TWC Funded ACEP (approx. 1,920 acres)
 - Chino Valley RD Landscape Restoration EA Planning Area boundary
- Ownership Layers**
 - other private lands
 - AZ State Land Department
 - U.S. Forest Service / Prescott N.F.
 - PNF Juniper Mesa Wilderness Area
 - Prescott N.F. and/or County System Roads
- Planning Area boundary**
 - 1-BASIC CUSTODIAL CARE (CLOSED)
 - 2-HIGH CLEARANCE VEHICLES
 - 3-SUITABLE FOR PASSENGER CARS
 - 4-MODERATE DEGREE OF USER COMFORT
 - 5-HIGH DEGREE OF USER COMFORT
 - COUNTY OR STATE MAINTAINED ROADS

Upper Verde River Watershed - Yavapai Ranch Phases 2a and 2b FY2024 LWCF Nomination

LWCF Funding Proposal Map (LWCF 2024 Core Project Nomination)

Phase 2a: Approx. 4,135 acres located in:
Sections 5, 9, 15, 21, and 27, T. 19 N., R. 5 W., G&SRM,
W1/2 Section 29 and Section 31, T. 20 N., R. 5 W., G&SRM,

Phase 2b: Approx. 3,161 acres located in:
Sections 7 and 17, T. 19 N., R. 5 W., G&SRM,
Sections 1 and 13, T. 19 N., R. 6 W., G&SRM,
Section 25, T. 20 N., R. 6 W., G&SRM,
Yavapai County, AZ

U.S. Forest Service - Southwestern Region (R3)
Prescott National Forest
Arizona's 4th U.S. Congressional District

Copies of this map are available for public
inspection in the Office of the Regional Forester,
(R3 - Albuquerque, New Mexico)





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5d
MEETING DATE: 8/13/2024
CONTACT PERSON: Laura Kyriakakis, Human Resources Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to rescind Bill Burns's appointment to the Public Safety Retirement Board.

SUMMARY:

On July 9, 2024, the Town Council approved the appointment of Bill Burns to the Public Safety Retirement Board (PSRB). However, Mr. Burns, has reduced his work schedule to part-time and is no longer eligible to serve on this Board. The PSRB did not officially approve his appointment, and staff is requesting the Town Council formally rescind their appointment of Bill Burns.

A new recommendation will be brought to Council once PSRB has a chance to meet to discuss new applicants to fill the vacancy.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Rescind the July 9, 2024, appointment of Bill Burns to the Public Safety Retirement Board.

FISCAL IMPACT?

None

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5e
MEETING DATE: 8/13/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the June 11, 2024, regular meeting minutes.

STAFF RECOMMENDATION:

Approve the June 11, 2024, regular meeting minutes.

ATTACHMENTS:

1.	2024_06_11_CC_RG_MND
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**MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL
OF THE TOWN OF CHINO VALLEY**

TUESDAY, JUNE 11, 2024

6:00 PM

**COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Miller called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

Present: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent:

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Public Affairs Director Terri Denemy; Development Services Director Laurie Lineberry; Assistant Development Services Director Will Dingee; Senior Planner Jessica Barragan; Finance Director Katie Pehl; Public Works Director/Town Engineer Frank Marbury; Deputy Police Chief Josh McIntire; Community Services Director Cyndi Thomas; Human Resources Director Laura Kyriakakis; Senior Administrative Technician Katy Smith; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation and recognition of the 2024 Citizens Academy Graduates.

Terri Denemy, Public Affairs Director, presented the following:

- 20 participants attended presentations and tours by the various departments over seven sessions, each of which were hosted by one of the councilmembers.
- All graduates were presented with certificates and pins.

- b. Presentation and annual update from the Chino Valley Area Chamber of Commerce.

John Courtis, Chino Valley Chamber of Commerce Interim Director, presented the following:

- There were a lot of developments this year, including a new Board of Directors, monthly columns in the Chino Valley Review, partnering with the Town at National Night Out and other events, a monthly email newsletter, etc.
- A three-year strategic plan was developed, leading to changing their logo and name to include "Visitor Information Center," and new mission and vision statements.

- Promotion of the Town and Chamber partners continued with visitor guides, tourism magazines, and travel guides at the visitor center.
- Activities over the last year included ribbon cuttings, groundbreakings, lunch & learns, Territorial Days Parade, etc.
- The Chamber sent promotional materials (including relocation packages) to other visitor information centers across the state and some even asked for additional bundles.

- c. Presentation and introduction of the recently created Chino Valley Youth Advisory Commission.

Maggie Tidaback, Economic Development Manager, presented the following:

- The purpose of the Youth Advisory Commission was to provide a leadership opportunity and for them to provide feedback to the Town. They would be volunteering in a variety of capacities over the year.
- As this was the first year the members would be creating the whole strategic plan including branding, logos, mission and vision statements, etc.
- Members would get to attend the League of Arizona Cities & Towns Conference to participate in the youth council session.

Leah Boudreau presented the following:

- She was going into her Junior year at Chino Valley High School.
- She was excited to be part of the program for the leadership opportunity and to help build a program for the future of the community.

Council and staff discussed the following:

- Council inquired if the students would be going to the League Conference this year.
 - Staff stated that the first year would be about building the program and they hoped to have them at the conference next year.

3. CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

4. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a

brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.

Mayor Miller presented the following:

- 4th of July was coming up, and he wanted to remind everyone to be safe. The rodeo parade would be coming up, and he reminded everyone to keep an eye out for dates.

Councilmember Perkins presented the following:

- She wanted to give a shout out to Community Services for the Daddy/Daughter dance as it warmed her heart.

Councilmember McCafferty presented the following:

- He wanted to give a shout out to Cyndi Thomas, Frank Snowney, and other staff for a great grand opening at the pool.
- A week ago the Planning & Zoning Commission meeting saw a lot of robust discussion regarding animal regulations. He stated that everyone seemed to be blaming one citizen for why that discussion was occurring and the citizen was being referred to as “a bad apple.” He stated that he had been pushing the issue for 17 months. The timeframe of the citizen’s circumstances and when staff and council began to discuss the issue just happened to coincide. He stated that if people were upset they should be upset with him. He wanted code enforcement to have some capability to effectuate positive change.
- Councilmember Schacherer stated he pushed the issue as well.

- b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current and upcoming projects.

Cindy Blackmore, Town Manager, presented the following:

- The Mom and Son Pool Party would be held on June 22nd at 5:00 p.m.
- The Daddy/Daughter Dance and Pool Opening were both great events.
- The pool would be available for open swim from noon to 5:00p.m. The schedule could be seen online.
- The library had a lot of programs to keep kids busy during the summer. There were 230 children already signed up for the annual reading program.
- The Town was seeking volunteers to serve on the Board of Adjustment. There were three positions available with three-year terms. Applications were due by this Thursday.

5. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any

Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately

Councilmember Perkins Pull item 5(f).

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Eric Granillo to approve Consent Agenda items a, b, c, d, e, g, and h.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- a. Consideration and possible action to approve an Amended and Restated Solar Communities Program Agreement between APS and the Town of Chino Valley.
- b. Consideration and possible action to approve a Utility Easement for APS for the solar covered parking installation per the APS Solar Communities Agreement.
- c. Consideration and possible action to approve a Cooperative Purchasing Agreement with Empire Machinery for the purchase of a Telescopic Boom Lift in the amount of \$108,763.61.
- d. Consideration and possible action to approve Resolution No. 2024-1258, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2024/2025.
- e. Consideration and possible action to approve Resolution No. 2024-1264, approving the proposed statements and estimates of expenses of the Del Sol Maintenance Improvement District for fiscal year 2024/2025.
- f. Consideration and possible action to approve the Council Rules of Procedure and Code of Conduct.

Councilmember Perkins asked for clarification on what “inquiry” from section 3(b) meant.

Andrew McGuire, Town Attorney stated that it was to differentiate between directing line level staff members and simply seeking information via inquiry.

MOVED by Councilmember Annie Perkins, seconded by Vice-Mayor Tom Armstrong to approve Consent Agenda item f.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- g. Consideration and possible action to acknowledge scrivener's correction on Council minutes dated April 23, 2024, pursuant to Town Code § 10.20 Authority to Correct Scrivener's Errors.
- h. Consideration and possible action to approve the May 14, 2024, study session and regular meeting minutes.

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Consideration and possible action to approve Resolution No. 2024-1254 adopting the PSPRS Pension Funding Policy and authorizing the use of \$200,000 out of the Town's General Fund Contingency Account to reduce the Public Safety Personnel Retirement System (PSPRS) unfunded liability amount.

Recommended Action: Approve Resolution No. 2024-1254 adopting the PSPRS Pension Funding Policy and authorizing the use of \$200,000 out of the Town's General Fund Contingency Account to reduce the Public Safety Personnel Retirement System (PSPRS) unfunded liability amount.

Katie Pehl, Finance Director, presented the following:

- The purpose of this resolution was to accept the liabilities and assets of the Town's portion of the pension system for the Town's police.
- The Town's current unfunded actuarial approved liability was just over \$3 million bringing the funded ratio to 76%.
- Staff was recommending maintaining their full payment as recommended by the actuarial, as well as an additional \$250,000 from the current fiscal year's contingency. \$1 million was contributed in July which would make the total for the year equal to \$1.2 million.
- Staff stated that if they continued to make yearly contributions of \$250,000 to \$500,000 that the Town should be fully funded in 2036 which was the goal of the policy.

Council and staff discussed the following:

- Council asked staff to explain how the unfunded liability affected the payments.
 - Staff stated that the unfunded liability increased the percentage the Town paid on its officers. As it remained unfunded there was an additional portion to be paid not just to the Town's officer's retirements, but also the unfunded liability. The Town was paying upwards of 30% on officers' salaries to help pay for pension costs.
- Council inquired if the actuarial had determine what the \$1 million from July had done?
 - Staff stated it had not. The reports were done at the end of the fiscal year, from June to June.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to approve Resolution No. 2024-1254 adopting the PSPRS pension funding policy and authorizing the use of \$200,000 out of the Town's General Fund Contingency account to reduce the PSPRS unfunded liability amount.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- b. Consideration and possible action to approve Resolution No. 2024-1260, approving IGA #24-0009646-I with the Arizona Department of Transportation for the administration of the Transportation Alternatives Grant for the Peavine Trail Extension.

Recommended Action: Approve Resolution No. 2024-1260, approving IGA #24-0009646-I with the Arizona Department of Transportation for \$109,643, of which the Town is obligated to pay \$6,250, in addition to any cost overruns.

Frank Marbury, Public Works Director, presented the following:

- Staff had applied for a grant for a portion of the Peavine Trail going south from the trailhead at Road 4 South. There was a two mile section to complete to get to the Town limits. This IGA would allow preliminary engineering to get to that point. The grant was for \$103,000 total with a 5.7% match from local funds.
- ADOT would administer the project through one of their on-call consultants for the design and get a cost estimate.
- Staff would apply for another grant to work on the final design and construction.

Council and staff discussed the following:

- Council clarified that this grant was just for a study to connect Chino Valley to Prescott.
 - Staff stated it would not get them completely connected, but would get them to about 30% of plan design toward that goal. It was mostly to provide a cost

estimate for a boardwalk crossing across Granite Creek and fencing along both sides.

- Council inquired if any money was set aside for the project.
 - Staff stated there was money set aside for fencing. This grant was in lieu of the fencing. Staff hoped to include fencing in the next grant proposal.
- Council inquired about using the existing Peavine trail versus the route the trail would now be taking.
 - Staff stated that some land ownership issues had to be avoided and the airport encroached on the original Peavine alignment.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to approve Resolution No. 2024-1260, approving the IGA with Arizona Department of Transportation for \$109,643 of which the Town is obligated to pay \$6,250 in addition to any cost overruns.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- c. Consideration and possible action to award a construction contract to B's Contractors, LLC for the Senior Center Improvements project for \$645,450.

Recommended Action: Award a construction contract to B's Contractors, LLC for the Senior Center Improvements project for \$645,450.

Frank Marbury, Public Works Director, presented the following:

- Staff applied for Community Development Block Grant (CDBG) funds to do improvements at the Senior Center. The majority of the work would be kitchen improvements along with fire suppression, new paint, cooler replacement, etc.
- The grant funds would be about \$400,000.
- Staff advertised the project on April 16th, and four bids were received and opened on May 8th. The lowest bid was from B's Contractors for \$645,450. The Town would need to make up the difference.

Council and staff discussed the following:

- Council inquired if the contractor would have all the equipment and materials before the remodel began.
 - Staff stated that they had not gone over the schedule yet. Once awarded, staff would begin meetings to go over procedures to help with planning. Staff stated that they could not expect the contractor to spend money on materials and developing schedules until the contract was awarded.
 - Council was concerned about delays in the process waiting for appliances.
 - Staff stated that they would be working to limit the Senior Center's time out of commission.

- Council inquired if there would be a temporary kitchen.
 - Staff stated that they had alternatives in place, but there was no temporary kitchen. Timing would be a critical part of the conversation during the pre-construction conference.
- Council inquired about the dollar amounts in the rollover charts regarding this project.
 - Staff stated that it included some architectural payments that had not yet been made. The rollover included construction and those additional costs for plans. Staff expected them to be completed by the end of June, but they had to be stated in the next budget just in case anything else needed to be adjusted.
- Council stated that they had approved the funding of over \$500,000 a couple years ago. Council wanted to clarify that this \$645,000 is the previously approved amount plus \$110,000 to fully fund the project.
 - Staff stated that was correct.

MOVED by Vice-Mayor Tom Armstrong, seconded by Mayor Jack Miller to award a construction contract to B's Contractors, LLC for the Senior Center Improvements project in the amount of \$645,450.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- d. Public hearing, consideration, and possible action to approve Ordinance No. 2024-944 to rezone approximately six acres of land from Industrial (I) to Commercial Light (CL) at 2745 Arizona Trail, Chino Valley, Arizona (APN 306-17-001C).

Recommended Action:

- i) Hold a Public Hearing on the Rezone and Conditional Use Permit
- ii) Approve Ordinance No. 2024-944

Items 6(d) and 6(e) were presented concurrently.

Will Dingee, Assistant Development Services Director, presented the following:

- This was a request for C&M Landscaping and the applicants were available for any questions.
- The business was currently located in Yavapai County and they wanted to relocate to 2745 Arizona Trail. The lot was currently zoned industrial, and they were seeking to rezone it to Commercial Light. They would also need a Conditional Use Permit (CUP) to retain the single family residence (SFR) on the proposed lot.
- The proposal consisted of two phases; Phase 1 - a contractors yard with the existing SFR, Phase 2 – to construct a commercial greenhouse for consumers and plant stock for job sites.
- The 2040 General Plan designated the area as Horizontal Multi-use or Old Home Manor (OHM) Center which allowed for zoning districts from public land, business parks, commercial districts, multi-family, single family, and open space.

- Approval of the rezoning would rectify a planning taboo as it is never advisable to have industrial zoning directly adjacent to residential as the risk for health safety could be heavy. Industrial zoning would allow a quarry or mine, feed lots, outdoor commercial kennels, etc.
- The CUP would allow for the SFR to remain on site and be utilized. The lot had a hill that crests at the phasing line of the property. All operations would be conducted on the back side of the hill and would not be visible from the road. The applicant proposed heavy vegetation screening along the south end where the property abuts to another SFR.
- The Planning & Zoning Commission forwarded a recommendation of approval with a 7/0 vote for both items.
- The Commission stipulated a 5-year status update to the commission to report how things are going.

Council and staff discussed the following:

- Council inquired how long the CUP would be good for.
 - Staff stated that there was no proposed time limit due to the benefit of getting rid of the Industrial zoning.
- Council inquired about allowing two shipping containers for storage.
 - Staff stated those would be allowed with the CUP.
 - Council stated that there were currently issues within the Town regarding storage containers.
 - Staff stated that if an individual wanted to obtain a CUP for a shipping container that was the only avenue the Town could currently use.
 - The councilmember felt that would open up a can of worms allowing anyone to come and obtain a CUP for shipping containers.
- Council inquired about business hours.
 - Staff stated they would be closed on Sundays with limited hours on Saturdays.
- Council inquired about marijuana being allowed with the proposal.
 - Staff stated there would be no marijuana allowed with the presented proposal.
- Council inquired about a time limit on Phase 2.
 - Staff stated there was no time limit as it would be a permitted use if the CUP was approved.

Mayor Miller opened the Public Hearing.

There were no requests to speak.

Mayor Miller closed the Public Hearing.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to approve Ordinance No. 2024-944 rezoning approximately six acres of land from Industrial to Commercial Light at 2745 Arizona Trail.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- e. Public hearing, consideration, and possible action to approve Resolution No. 2024-1261, approving conditional use permit CUP-2024-01 to allow for a contractor's yard, an existing single-family residence, and two greenhouses at 2745 Arizona Trail, Chino Valley, Arizona (APN 306-17-001C).

Recommended Action:

- i) Hold a Public Hearing on the Rezone and Conditional Use Permit
- ii) Approve Resolution No. 2024-1261

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Eric Granillo to approve Resolution No. 2024-1261, approving CUP 2024-01 allowing for a contractor's yard and existing single family residence, and two greenhouses at 2745 Arizona Trail.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- f. Consideration and possible action to approve Resolution No. 2024-1256, approving a Tentative Budget for the fiscal year 2024-2025 and proposed expenditure limitation for the same year, in the amount of \$52,457,308 and setting a public hearing date of June 25, 2024, on the tentative budget and adoption of the final budget.

Recommended Action: Approve Resolution No. 2024-1256 approving a Tentative Budget for the fiscal year 2024-2025 and proposed expenditure limitation for the same year, in the amount of \$52,457,308 and setting a public hearing date of June 25, 2024, on the tentative budget and adoption of the final budget.

Katie Pehl, Finance Director, presented the following:

- Council and staff went over the estimated budget numbers at the last study session. The only changes that could be made since was adding rollovers for projects in progress or goods and services expected to be completed at the end of this fiscal year. Those rollovers changed the budget by \$7.8 million. Should any projects, goods, or services be completed by the end of June the funds would not be spent again. This would not change the bottom line fund balances.

Council and staff discussed the following:

- Council inquired what was included in "other generated revenues" besides grants, taxes, and HURF, to fund things such as the \$5 million for the wastewater equalization basin.
 - Staff stated the EQ basin would be financed with a WIFA loan unless grants could be found because the fund did not have enough cash on hand to pay for

those improvements.

- One councilmember stated that the Town's current debt service was \$18.5 million. Adding another \$5 million loan would make it \$23 million or 85% of the Town's generated revenue budget. The councilmember felt that approving the budget would be following the federal government in regards to a debt/revenue ratio and asked when the council would say that enough debt was too much.
- Another councilmember asked staff to explain the benefit of debt for the Town.
 - Staff stated that it was a balance on the larger scale capital improvement projects. The loan would allow the expansion to potentially happen this next year and the system was at a point where expansion needed to happen to a certain degree. There was always concern to taking on additional debt. Approving the budget did not authorize staff to go get a WIFA loan, it would have to be brought back to Council before that could happen.
- One councilmember stated that \$15 million or 60% of the Town's revenue was being spent on salaries and benefits and that the Town could not sustain the amount of growth it had experienced in the last few years. The councilmember stated the Town's population had not expanded by 16% in three years, but the Town government had.
- Council inquired about the Total Revenue versus Total Expenditure numbers listed in pages 9 and 10 of the Budget Overview.
 - Staff stated those differences in numbers often happened because of rollovers where fund balances accumulate in certain funds.
- One councilmember inquired about budgeting for \$3 million in grants when the previous year only received \$302,000 in grants.
 - Staff stated they put in \$3.5 million in grants in the budget so that if they are able to secure any opportunities that they are not aware of at the beginning of the year, it gives staff the budget capacity to apply for and spend the dollars. It was a net zero change on the budget because they budget \$3.5 million on the revenue and expenditure side.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Annie Perkins to approve approving a tentative budget for the fiscal year 2024-2025 and proposed expenditure limitation for the same year, in the amount of \$52,457,308 and setting a public hearing date of June 25, 2024, on the tentative budget and adoption of the final budget.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember Sherri Phillips

NAY: Councilmember John McCafferty, Councilmember Robert Schacherer

5 - 2 Passed

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Tom Armstrong to adjourn the meeting at 7:08 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 11th day of June, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2024.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5f
MEETING DATE: 8/13/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the June 25, 2024, study session, regular meeting, and special meeting minutes.

STAFF RECOMMENDATION:

Approve the June 25, 2024, study session, regular meeting, and special meeting minutes.

ATTACHMENTS:

1.	2024 06 25 CC SS RG SP MND
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**MINUTES OF THE STUDY SESSION, REGULAR MEETING,
AND SPECIAL MEETING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, JUNE 25, 2024
5:00 PM
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**

STUDY SESSION

1. CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 5:00 p.m.

Present: Mayor Jack Miller; Vice-Mayor Tom Armstrong; Councilmember Annie Perkins; Councilmember Eric Granillo - remote; Councilmember John McCafferty; Councilmember Sherri Phillips; Councilmember Robert Schacherer

Absent:

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Assistant Town Manager/Human Resources Director Laura Kyriakakis; Public Affairs Director Terri Denemy; Development Services Director Laurie Lineberry; Finance Director Katie Pehl; Chief of Police Chuck Wynn; Deputy Chief of Police Josh McIntire; Community Services Director Cyndi Thomas; Economic Development Manager Maggie Holmberg (arrived at 5:34 p.m.); Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. Discussion and update regarding an employee housing Intergovernmental Agreement with the Chino Valley Unified School District.

Chuck Wynn, Chief of Police, presented the following:

- Staff had presented to Council a year and a half ago regarding options for workforce housing as a recruitment tool. It was difficult to find something suitable with sewer and water.
- Last year, the school district built 10 mini-homes near the elementary school, which had done really well. They were now looking at adding some duplexes near the high school and the Town had the option to team up with them.
- Introduced John Scholl and Cindy Daniels.

John Scholl, CVUSD Superintendent, presented the following:

- The 10 mini-homes that Chief Wynn mentioned were made for \$1.5 million, \$500,000 of which came from a grant administered by the Yavapai County Education Service Agency as a federal grant through the Department of Education.
- Another opportunity for a much larger grant was coming up this fall and he felt that partnering with the fire district and the Town would make it more attractive. The grant would be a 90% match, and they anticipated each partner having to put in \$100,000. The grant had to go through a school district, but they could bring in partners.
- The district was looking at putting the buildings in the northeast corner of the high school field, anticipating \$3 million total with \$100,000 from each partner.
- The plan was to have four duplex units, eight dwelling units total. Half would be for the district as they were providing the land and 1/3 of cost, two units to the Town for police officers, and two units to CAFMA. Each unit would be three bedrooms, two baths. The utilities available were Town sewer, City of Prescott water, and APS for electricity. There would be no gas service. Water and sewer would be paid through rent and individually metered for APS.
- Provided diagrams and mock-ups of the facilities.
- Provided general information on the grant process.
- Next steps included getting general feelings on the project, then working on the IGA. A letter of interest would be needed from each board/council to move forward.

Council, Mr. Scholl, and staff discussed the following:

- Council inquired if the original housing units near the elementary school were for teachers only.
 - Mr. Scholl stated it was for teachers and staff, and they even had an employee of one of their contractors stay in them for a while through a waiver. But teachers had the priority.
- Council inquired if it was discriminatory against other Town staff members to only allow use by the police department.
 - Mr. Scholl stated that was a discussion for the Town. The district was experiencing difficulty finding teachers and it was a recruitment tool to hire teachers.
 - Discussion ensued regarding Town residents living in the units.
 - Mr. Scholl stated that the units would be on school property which would require any residents to get fingerprint cards. Outside those types of requirements, what the Town decided to do with them was up to the Council.
- Council inquired about the units being on City of Prescott water and if there was any way around it.
 - Mr. Scholl stated that the school's water system was maxed out due to irrigation. There was a loop of Prescott water that fed the campus for fire protection and was the best option for the project. The cost would be passed on to the occupants.
- Council inquired about the cost of rent and the length of time people could live in the units.
 - Mr. Scholl stated those issues would be determined at a later time. Staff members felt that the cost of rent should be the same for everyone, whether teacher, fire, or police. There had not been discussions about specific length or amounts. There were other things to consider as well, such as what portion would go to utilities, state law dictates regarding how the district can spend

teacher housing money once collected, etc. The Town may not have those rules, or the rules may be different. It would all have to be looked into at a later date.

- One councilmember felt they couldn't make a decision if they didn't know about rent and length of residency.
- Mr. Scholl stated there was no decision being made tonight, it was early in the process and premature to figure out answers to those questions when they didn't know if the Council would even be interested.
- Another councilmember clarified that the purpose of the presentation was to learn about the project and get some level of commitment, so the district could continue with their process.
- Council inquired if it would hinder the school's ability to move forward if the Town wanted to hear more but did not end up signing an IGA.
 - Mr. Scholl stated that he wasn't sure as it was a little premature to say. He didn't think it would be a project killer, they might just need to reconfigure depending on what CAFMA wanted to do.
- Council inquired about the size and rent for the smaller units that were recently built.
 - Mr. Scholl stated they were 375 square feet and rent for \$550/month.
 - The majority of Council expressed interest in learning more.

3. Discussion and update regarding the Chino Valley Cemetery.

Terri Denemy, Public Affairs Director, presented the following:

- Ownership of the cemetery was being transferred from the private non-profit organization Chino Valley Cemetery Association (CVCA) to the Town.
- John Ginn was a valued partner in the project and could help with questions.
- Provided a brief history of the cemetery.
- Gave a brief overview of the cemetery and its processes/production.
- Final steps included:
 - ALTA survey
 - Phase 1 assessment
 - Title Report & Title Insurance
 - Meeting with Funeral Homes
- Actions required by Council included:
 - Transfer of property and cemetery funds
 - Adoption of Town Code amendments
 - Adoption of Cemetery Rules & Regulations
- Council would review the following tonight:
 - Current CVCA Regulations,
 - Proposed Code amendments
 - Proposed Rules & Regulations
- Staff reviewed the rules and regulations and codes from other municipalities with cemeteries to see how they operated. Some things required codification, others were more operational and could be set through rules and regulations.
- Presented the Cemetery Association rules and regulations.
 - Much of the rules and regulations staff tried to keep consistent.
- Presented the Town Code Draft (Chapter 91).
 - The first sections were standard terminology language.
 - Gave an overview of the Town code including hours, accounting & funds,

- burial, interment, and disinterment.
- Gave a brief overview of the proposed Rules & Regulations, some of which were carried over from the Town Code.
 - Discussed scenarios that would allow exceptions, including residency restrictions and dates of burial.
- Public Works would be taking care of maintenance and Public Works administration would be taking care of interment administration with the Town Clerk as a backup.
- Grave opening/closing would be contracted out until the staff was trained.

Council and staff discussed the following:

- Council inquired why the Town was assuming authority over the cemetery.
 - Staff stated that it had been managed on a volunteer basis, and it was a lot of work. Those who were involved were looking to retire, and they were not finding others willing to step up. There was also a great amount of history and historical significance to the cemetery.
 - Mayor Miller stated that he and John Ginn had talked about it and decided to bring it to the Town.
- Council inquired how long it took to get a headstone placed.
 - Mr. Ginn stated that it depended on the size and weight of the headstone because if they were placed too early they would settle and sink into the ground. The usually recommended six months to a year before placement.
- Council inquired what the oldest burial was.
 - Staff stated the first legitimate recorded burial was 1922, while the oldest person was born in 1848.
- Council inquired how much it would cost to finish the cemetery.
 - Staff stated the association had done a great job, and had 50 volunteers come in and do a big clean-up before Memorial Day. There was not a lot that needed to be done. Staff thought the Town might want to improve some signage and waste bins and those items would be brought to Council at a later time.
- One councilmember felt it could use some more rock for when it gets muddy during rain events.

4. **ADJOURNMENT**

MOVED by Councilmember Sherri Phillips, seconded by Councilmember Annie Perkins to adjourn the meeting at 5:48 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed - Unanimously

REGULAR MEETING

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Miller called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

Present: Mayor Jack Miller; Vice-Mayor Tom Armstrong; Councilmember Annie Perkins; Councilmember Eric Granillo - remote; Councilmember John McCafferty; Councilmember Sherri Phillips; Councilmember Robert Schacherer

Absent:

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Officer Dianne Enriquez (Sgt at Arms); Assistant Town Manager/Human Resources Director Laura Kyriakakis; Public Affairs Director Terri Denemy; Development Services Director Laurie Lineberry; Finance Director Katie Pehl; Public Works Director/Town Engineer Frank Marbury - remote; Chief of Police Chuck Wynn; Deputy Chief of Police Josh McIntire; Lieutenant Amy Chamberlin; Sergeant Jon Szymanski; Officer Dylan Wilhide; Community Services Director Cyndi Thomas; Economic Development Manager Maggie Holmberg; IT Manager Spencer Guest; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Introduction of the Chino Valley Police Department's newest officer, Dylan Wilhide, and update of recent promotions regarding Lieutenant Amy Chamberlin and Sergeant Jon Szymanski by Deputy Chief McIntire.

Josh McIntire, Deputy Police Chief, presented the following:

- Introduced Amy Chamberlin and gave an overview of her background. She was selected to fill the role of Lieutenant and will oversee the patrol division.
- Introduced John Szymanski and gave an overview of his background. He was selected to fill the role of Sergeant and was assigned to supervise a squad within the patrol division.
- Introduced Dylan Wilhide and gave an overview of his background. He would be serving as a patrol officer.

- b. Update on recent promotions of Terri Denemy to Public Affairs Director and Laura Kyriakakis to Assistant Town Manager / Human Resources Director.

Cindy Blackmore, Town Manager, presented the following:

- Changes were made based on Council's priority for a more effective government. The changes would allow more responsive and transparent operation.

- Introduced Terri Denemy.
 - Ms. Denemy was happy to be able to use creative media to increase transparency, communication, and public outreach.
- Introduced Laura Kyriakakis.
 - Ms. Kyriakakis thanked Ms. Blackmore for an opportunity that would maximize staff efficiencies without adding a new position to payroll and found it to be a creative solution that was fiscally responsible, but satisfied a leadership need.

c. Presentation from the Parks & Recreation Advisory Board.

Cyndi Thomas, Community Services Director, presented the following:

- Parks & Recreation Advisory Board (PRAB) bylaws were updated in 2023 which stated that an update would be given to Council once per year.
- Introduced the board members in attendance.

Celia van der Molen, Parks & Recreation Advisory Board (PRAB) Chair, presented the following:

- Gave a brief history of her background.
- The goal of the presentation was to outline the Board's focus over the last year and make sure they were in line with Council's focus, particularly they wanted to make sure they were adhering to the 2040 General Plan, specifically sections PRN-1 and PRN-2.
- The Board sent out a survey to the community and asked what was most important to their families. Over 60% said adventure/outdoor activities.
- Short-term goals included:
 - Adding amenities to existing parks.
 - Adding lighting to existing ball fields.
 - Creating master plans for parks and trails.
 - Connection of the Peavine Trail to Prescott.
- Long-term goals included:
 - Focusing on Old Home Manor (OHM) and what could be done there in the next five to 10 years.
 - Amphitheater and activity lawn, adding outdoor activities such as additional ball fields and courts, and a multi-use building.
 - Adding more outdoor activities.
- Provided aerial views of the parks and discussed plans for each including:
 - Pickleball courts
 - Restrooms
 - Passive parks
 - Non-regulation ball fields
 - Improving landscaping
 - Adding playground equipment
 - Provided a schematic that the Board had developed in past years for OHM.
 - The Board understood that many of these were big ticket items, and they wanted to be sensitive to that and were exploring alternative funding opportunities.
 - The Board was also focused on making sure that everything they proposed

would link to the new State Park as it was a valuable asset to the community.

3. CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

4. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

a. Status reports by Mayor and Council regarding current events.

Mayor Miller presented the following:

- Coffee with Cops would be held tomorrow at Overflow at 8:00 a.m.

b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current and upcoming projects.

Cindy Blackmore, Town Manager, presented the following:

- Movie Night at the Pool was scheduled for Friday, June 28th.
- The All American Bash was scheduled for July 6th and would include contests, games, music, and food.
- Territorial Days were scheduled for August 31st through September 1st.

5. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

Councilmember Perkins announced conflict of interest on item 5(a) and recused herself.

Councilmember McCafferty removed item 5(b).

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to approve Consent Agenda item a.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed – Unanimously

- a. Consideration and possible action to approve the Professional Services Agreement with Mark Holmes LLC for professional water consulting services for up to five years, beginning July 1, 2024, for an annual amount not to exceed \$70,000 and a maximum aggregate not to exceed \$350,000.
- b. Consideration and possible action to approve the Second Amendment to the Accountability Contract between the Town of Chino Valley and the Chino Valley Chamber of Commerce, renewing the contract for an additional term from July 1, 2024, through June 30, 2025.

Council inquired about the financial impact of the item as the staff report stated N/A under that heading.

- Staff stated that the contract was for up to \$60,000 paid in three installments over the year and was included in the budget.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to approve Consent Agenda item 5(b).

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed – Unanimously

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Consideration and possible action to award a professional services agreement to Sketch Landscape Architecture Studio, LLC, for preliminary planning and landscape documents for

three existing Town of Chino Valley parks for \$125,000.

Recommended Action: Award a professional services agreement to Sketch Landscape Architecture Studio, LLC, for preliminary planning and landscape documents for three existing Town of Chino Valley parks for \$125,000.

Cyndi Thomas, Community Services Director, presented the following:

- One of the PRAB priorities was completing Community Center Park Phase Three. Staff had money budgeted to look at design, concept, and documents for all parks, including Community Center Park, Appaloosa Meadows, and Center Street Park.
- This was just for design, not construction, but would hopefully make plans shovel ready. Staff was not asking for funding, but to proceed with the design concepts, so when money does become available, staff would be able to move forward.

Council and staff discussed the following:

- Council inquired about Appaloosa Meadows which was currently used as water retention for the nearby development.
 - Staff stated they were looking at the west side, which was completely flat.
- Council asked for clarification that Center Street was the park commonly known as Cat Park.
 - Staff stated that was correct.
- Council inquired if the designs would include engineering.
 - The consultant stated that the plans would include engineering as well.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember John McCafferty to award a professional services agreement to Sketch Landscape Architecture Studio, LLC, for preliminary planning and landscape documents for three existing Town of Chino Valley parks for \$125,000.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- b. Consideration and possible action to approve the Second Amendment to the Amended Lease Agreement between the Town of Chino Valley and Yavapai County Community College District memorializing the extension of the current lease for an additional ten-year term, through April 18, 2035.

Recommended Action: Approve the Second Amendment to the Amended Lease Agreement between the Town of Chino Valley and Yavapai County Community College District memorializing the extension of the current lease for an additional ten-year term, through April 18, 2035.

Terri Denemy, Public Affairs Director, presented the following:

- This item had been brought to Council on February 27, 2024, and there was a request to negotiate regarding motorized sports vehicles. Staff explored that request, but ultimately, the college was not interested in modifying the language of the lease.
- The current lease to renew for another 10 year term only required that the college notify the Town at least a year in advance of their intent to renew, and it would automatically renew. Bringing the item to Council as a Second Amendment was an action to memorialize that fact.

Council and staff discussed the following:

- Council inquired if they would be able to negotiate in 2025.
 - Staff stated that they were in their second 10-year term and would have another term thereafter to automatically renew through the same process.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to approve the Second Amendment to the Amended Lease Agreement between the Town of Chino Valley and Yavapai County Community College District memorializing the extension of the current lease for another ten-year term, through April 18, 2035.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember Sherri Phillips

NAY: Councilmember Annie Perkins, Councilmember John McCafferty, Councilmember Robert Schacherer

4 - 3 Passed

- c. Public Hearing regarding Resolution No. 2024-1257, relating to the Town's Final Budget for Fiscal Year 2024/2025 and the proposed expenditure limitation for the same year, in the amount of \$52,457,308.

Recommended Action: Hold the Public Hearing.

Katie Pehl, Finance Director, presented the following:

- The budget proposed was \$52,457,308.
- Provided pie charts to show revenues and expenditures.
- Provided an explanation of revenues and what expenditures they covered.

Council and staff discussed the following:

- Council inquired if there was a plan to address the wastewater funds trending negatively.
 - Staff stated that Chino Valley was in a unique situation with the small scale of customers. The rate changes approved by Council in December would help combat that and staff would continue to monitor the fund to make sure it was on track.
- Council inquired about the Governor signing bills that moved money away from the WIFA fund and what impact that might have on the Town.

- Staff stated that it would potentially impact the Town's ability to get any forgivable interest loans, and it might be more competitive. However, the Town was a disadvantaged water and wastewater system and would hopefully be seen as a priority.
- Council inquired about \$1 million out of the \$7.8 million in rollovers which staff stated was budgeted as operations.
 - Staff stated it was the split between one-time operating expenses and capital. \$1 million was for things budgeted for one-time operations.
 - Councilmember McCafferty inquired if it would be possible to pull 10% from the remaining \$6.8 million for the Town Manager/Council to decide where it should go later should they choose to fund pickleball courts or install ballfield lighting or pay off a WIFA loan.
 - Andrew McGuire, Town Attorney, stated that the budget as adopted was just a budget document. Transfers within line items after adoption were permitted throughout the year and the Council could give that direction at any time without making modifications to the budget document.
 - Councilmember McCafferty stated that his intent was to take 10% off the rollovers to be able to use it for something tangible.
- Council inquired if there were penalties for paying off WIFA loans early.
 - Staff stated that, typically, they could be paid off early.
- Council inquired if the purchase of land at Del Rio Springs would include buildings that could be a liability.
 - Staff stated that the item was just a placeholder. The piece of property did have buildings of historical significance and the Town had been approached to see if there was interest in buying it. Staff put in the placeholder as recommended by the Capital Improvements Program Citizens Advisory Committee. If the budget was approved with that placeholder, staff would bring the item back to Council with supporting documents and data for discussion and decision. The Town was not committed to a purchase by approving the budget.
 - Councilmember Schacherer stated that he went on a tour of the land and the buildings were presented as a highlight and wondered why other entities did not want to purchase it.
 - Staff stated that Trust for Public Land wanted to buy the property, but they could only get so much funding, and they did not have enough to purchase it. They still had the option on it, and they were looking for other ways to obtain the property, so they approached the Town to see if there was interest.
 - Councilmember Schacherer stated that the only thing to do with the buildings was demolish them.
- Vice-Mayor Armstrong stated that a lot of questions and discussion led him to review the entirety of the budget, and he found nothing wrong with it.
- Council inquired about the in-progress items on the rollovers being about \$2.5 million and if that would bring down the \$7.8 million figure.
 - Staff stated that if it was not completed by June it had to be rolled over as the Town paid for any expenditures that actually occurred during the year. In progress construction would get an in-progress billing for whatever was completed on June 30th and that would be paid out of the current year's

budget, but anything after that date would be paid out of the next year's budget. There needed to be enough in the rollover as staff could not be sure if some of the projects would end on June 30th.

- Council inquired about vehicles that Fleet was requesting in lieu of the vehicles requested last budget year and if those vehicles could still be purchased.
 - Staff stated that the fleet truck was more expensive than they thought it would be due to additional options they wanted on it. Staff did not include that on the rollover list, but rather put in a new supplemental item. Although it was in the current year's budget, they would not be spending any of that money.

Mayor Miller opened the Public Hearing.

There were no requests to speak on this item.

Mayor Miller closed the Public Hearing.

- Councilmember Perkins stated that the public had been raising concerns about recent changes in departments and proposed having all employees participate in an anonymous survey of their department heads and the Town Manager before merit increases went into effect.
 - Staff and Council discussed the feasibility of getting such a task completed by the end of the fiscal year.
 - Andrew McGuire, Town Attorney, stated that he wasn't sure that the request fit in with this item, but they were free to use funds to direct the manager to have a task of that sort funded. There were no policy documents to go along with the Town budget, so there wasn't a place for that action tonight, but could be directed to happen for the next evaluation period.
 - Councilmember Perkins clarified that the request was for the current merit increases.
 - Andrew McGuire, Town Attorney, stated that if Council wanted to take the merit increase away they could do that.
 - Council inquired if they could reinstate merit raises at a later date if they were taken out of the budget.
 - Staff stated they could not.
 - Staff stated there were pros and cons to 360-type reviews, and they were used less and less because employees sometimes used them as a tool to affect their boss if they weren't well liked. The Town currently used a pay-for-performance process.
 - Andrew McGuire, Town Attorney, stated that he didn't think there was anything outside the Council's authority to fulfill that request, but he was concerned about the timing and other concerns that he couldn't speak about in this forum.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Annie Perkins to adjourn into Executive Session at 6:59 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed - Unanimously

The regular meeting reconvened at 7:38 p.m.

- d. Public Hearing regarding Resolution No. 2024-1263, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2024/2025, which shall constitute the budgets of the Districts for Fiscal Year 2024/2025.

Recommended Action: Hold the Public Hearing.

Katie Pehl, Finance Director, presented the following:

- The total expenditures for the Chino Valley Street Lighting District were \$4,350. Staff would bring another item to Council on June 9th to have the tax levy set for the district.

Mayor Miller opened the Public Hearing.

There were no requests to speak on this item.

Mayor Miller closed the Public Hearing.

- e. Public Hearing regarding Resolution No. 2024-1265, relating to the Statement and Estimate of Expenses of the Del Sol Maintenance Improvement District for Fiscal Year 2024/2025, which shall constitute the budget of the District for Fiscal Year 2024/2025.

Recommended Action: Hold the Public Hearing.

Katie Pehl, Finance Director, presented the following:

- This was regarding maintenance on the common areas of Del Sol. This was the first year the Town would be setting a budget for the district.

Mayor Miller opened the Public Hearing.

There were no requests to speak on this item.

Mayor Miller closed the Public Hearing.

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Tom Armstrong to adjourn the meeting at 7:41 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

SPECIAL MEETING

1. CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 7:41 p.m.

Present: Mayor Jack Miller; Vice-Mayor Tom Armstrong; Councilmember Annie Perkins; Councilmember Eric Granillo - remote; Councilmember John McCafferty; Councilmember Sherri Phillips; Councilmember Robert Schacherer

Absent:

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Officer Dianne Enriquez (Sgt at Arms); Assistant Town Manager/Human Resources Director Laura Kyriakakis; Public Affairs Director Terri Denemy; Development Services Director Laurie Lineberry; Finance Director Katie Pehl; Public Works Director/Town Engineer Frank Marbury - remote; Chief of Police Chuck Wynn; Deputy Chief of Police Josh McIntire; Lieutenant Amy Chamberlin; Sergeant Jon Szymanski; Officer Dylan Wilhide; Community Services Director Cyndi Thomas; Economic Development Manager Maggie Holmberg; IT Manager Spencer Guest; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. **Consideration and possible action to approve Resolution No. 2024-1257, relating to the Town's Final Budget for Fiscal Year 2024-2025 and the proposed expenditure limitation for the same year, in the amount of \$52,457,308.**

Council and staff discussed the following:

- Council raised concerns regarding the increase in personnel (28.5%) vs the increase in town residency (8%) and revenue.
 - Councilmember McCafferty proposed curbing government growth and removing additional staff positions except two part-time positions (one for the court and one for the library) and use the saved revenue to pay off a WIFA loan. Councilmember McCafferty felt that the Town was spending too much on salaries and benefits and not enough on tangible projects with direct benefits to the community.
 - Another councilmember agreed with removing the additional staff positions and felt that the land purchase at Del Rio Springs should also be removed.
- Councilmember Perkins stated that the request for the anonymous staff survey of department heads could not be accomplished for this budget but cautioned staff that the people of Chino Valley were having a hard time processing the amount the Town was spending on staff and requested that transparency be increased, possibly by sharing the bi-weekly reports that were sent to Council.

- Council further inquired about what staff positions would be lost if only the two part-time positions were approved.
 - Staff clarified that the positions to be omitted would include one streets maintenance worker, one parks maintenance worker, two police officers, and one part-time police services specialist.
 - Some councilmembers struggled with cutting the officer positions.
 - Staff clarified the Police Department's staffing position. The added positions would take the department to 34 officers, not 37 as previously stated in a prior study session.
 - Council suggested giving the Police Department over hire authority to gap periods of time when someone leaves or is out on extended sick leave.
 - Council and staff continued to discuss the intricacies of the department and the challenges of staffing to provide the officers with 10-hour shifts.
 - Council asked if parks would be able to make do without an additional maintenance worker.
 - Staff stated they had hoped to convert a part-time position to a full-time position for the added cemetery maintenance and make up for the added landscaping for the Police Department.
 - Staff stated the streets worker was to help with some of the new hot mix asphalt equipment the department was looking at getting.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to approve Resolution No. 2024-1257 adopting the Fiscal Year 24/25 final budget and establishing the Fiscal Year 2024-2025 expenditure limitation.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember Sherri Phillips

NAY: Councilmember John McCafferty, Councilmember Robert Schacherer

5 - 2 Passed

[The vote on the original motion took place after the motion to amend was voted on]

MOVED by Councilmember John McCafferty, seconded by Councilmember Robert Schacherer to AMEND the original motion to fund only two half-time positions (part-time court clerk and part-time library) for this fiscal year.

AYE: Councilmember John McCafferty, Councilmember Robert Schacherer

NAY: Mayor Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember Sherri Phillips

2 - 5 Failed

3. Consideration and possible action to approve Resolution No. 2024-1263, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2024-2025, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2024-2025.

There was no discussion on this item.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to approve Resolution No. 2024-1263 relating to the statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvements District for Fiscal Year 24-25 which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2024-2025.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

4. Consideration and possible action to approve Resolution No. 2024-1265, relating to the Statement and Estimate of Expenses of the Del Sol Maintenance Improvement District for Fiscal Year 2024/2025, which shall constitute and are approved as the final budget of the District for Fiscal Year 2024/2025.

There was no discussion on this item.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Annie Perkins to approve Resolution No. 2024-1265 relating to the statements and estimates of expenses of the Del Sol Maintenance Improvement Districts for Fiscal Year 24-25 which shall constitute and are approved as the final budget of the District for Fiscal Year 24-25.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

5. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember John McCafferty to adjourn the meeting at 8:05 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session, Regular Meeting, and Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 25th day of June, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2024.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5g
MEETING DATE: 8/13/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the July 9, 2024, study session and regular meeting minutes.

STAFF RECOMMENDATION:

Approve the July 9, 2024, study session and regular meeting minutes.

ATTACHMENTS:

1.	2024 07 09 CC SS RG MND
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**MINUTES OF THE STUDY SESSION AND REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY**

TUESDAY, JULY 9, 2024

5:00 PM

**COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**

1. CALL TO ORDER; ROLL CALL

Vice-Mayor Armstrong called the meeting to order at 5:00 p.m.

Present: Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent: Jack Miller

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Assistant Town Manager/HR Director Laura Kyriakakis; Development Services Director Laurie Lineberry; Assistant Development Services Director Will Dingee; Senior Planner Jessica Barragan; Finance Director Katie Pehl; Public Works Director/Town Engineer Frank Marbury; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. Discussion on possible Code amendments regarding the use of metal storage containers on residential properties.

Will Dingee, Assistant Development Services Director, presented the following:

- Gave a brief history of this item as it occurred throughout 2024.
- Open Houses were held on June 5th to encourage open discussion between the staff, Town Manager, council, and the public. The open houses included poster boards, survey forms, and comment cards to make known the public's opinions. Residential discussions were held during the morning, commercial discussions were held in the evening.
- Staff also gathered opinions from social media, online survey forms, emails, and letters.
- Staff culminated the results in 13 pages. Essentially, the public wanted them regulated like storage sheds and be adopted as part of the respective zoning districts with no quantity limits, but rather held to lot coverage and setback standards.
- Staff recommended modifying existing language within the zoning districts AR-5 through SR-1 by adding "metal storage container." A definition of "metal storage container" would also have to be added to the Town Code.
- The public did express a desire to enforce uniform colors and cover up logos and graffiti.
- This would require going back to the Planning & Zoning Commission (P&Z). It could come back to Council at the end of September for a vote.

Council and staff discussed the following:

- Council inquired about existing units being required to meet setbacks.
 - Staff stated that they could be grandfathered in or Council could require them to be moved. Code enforcement had gone around and they did not see a lot on property lines.
 - Council inquired what the setback requirement was for sheds?
 - Staff stated that internal lot lines were typically 10 feet, and 20 to 30 feet from the street line depending on whether it was a local road or Highway 89.
- Council inquired about painting existing containers.
 - Staff stated that was an option for discussion. It was split among the residents, but did lean to the side of requiring them to be painted.
- Council inquired how many boxes would be allowed on a one acre lot following lot coverage standards.
 - Staff stated SR-1 allowed a 40% lot coverage or somewhere around 20,000 square feet. With a 2,000 square foot home, garage, and any other auxiliary buildings, there could be 10 20-foot containers on one lot.
 - Council stated that could be problematic, although they didn't know if that existed currently.
 - Discussion ensued regarding a possible limitation on the number of containers allowed.
 - Council inquired about permits.
 - Staff stated they would be viewed as a storage shed which only required an over-the-counter land use permit, no matter the size.
 - Council inquired if modification would still be prohibited.
 - Staff stated that was correct.
 - Council inquired if any issues would still be complaint driven.
 - Staff stated that with the presented pathway, there would be no restriction even with complaints.
 - Council inquired about vacant lots being allowed containers.
 - Staff stated that accessory structures were not permitted prior to the issuance of a building permit for a primary residence.
 - Council discussed their personal views on the matter.
 - Chris Marley presented the following:
 - He had lived in rural Arizona most of his life and spent the last 15 years in Chino Valley.
 - He discussed the reasons people moved here, which included fewer regulations and not having to follow strict rules such as are found in HOAs. He felt there were already too many regulations on the books. If all rules were enforced on all the citizens at the same time, there would be a riot. There was no need to regulate container ownership. If regulations were put in place, he felt the code should be prefaced with "containers already in use within Town limits are exempt from the following ordinance and considered to be grandfathered in."
 - Ed Bloomfield presented the following:
 - He was upset about the possibility of allowing seven containers next to his house. He didn't want a lot of regulations, but felt that residential was different from commercial properties. There were

multiple travel trailers all over town with people living in them and renting them out. He felt that people would take advantage and have 20 containers on their properties. He felt that Highway 89 was a less attractive part of Town and did not want it traveling to the residential areas as well. He bought a house in Chino Valley because he didn't like the regulations. He stated the Town needed to grow, but it needed to grow right.

- Jim Capano presented the following:
 - He agreed with the other gentlemen to a point. He was concerned about telling people to change or move their existing containers as it would create financial hardship. He also compared the cost of a container to the cost of a garage and stated being unable to own one would also create financial hardship for the town's citizens. He disagreed with the provision that they would not be allowed on vacant lots as it infringed on a property owner's ability to work on the property.
- Chris Kuknyo presented the following:
 - He stated that people were turning storage containers into primary residences and even shopping malls, and that any ordinance put in place should mention something about that.
- Dan McGuire presented the following:
 - He had been here for 30 years and believed that the Town was trying to implement too many laws, and he didn't see the need for it. He believed that most people were willing to work with their neighbors and felt that it should be an issue worked out between neighbors. He liked the idea of treating them no differently than any other storage unit.
- Larry Holt presented the following:
 - He inquired about whether people could stack their containers. He stated that without laws there was nothing to enforce. He felt there were reasonable limits.
- Council and staff discussed the following:
 - Staff stated that modification of such buildings had to adhere to the International Building Code and International Residential Code. The Town's currently adopted building codes did not allow for modification to shipping containers requiring them be used only for the intended, original purpose, which is storage. Staff was looking at paths that would allow them to be made into structures which would require Council approval.
 - Staff stated that there was nothing that specifically said the containers could not be stacked. However, the rule of thumb was that if you don't stack storage sheds, you don't stack storage containers. Staff could make that explicit in Code if council would like.
 - Some councilmembers expressed a desire for there to be some limit in quantity. Discussion ensued regarding coming up with a limit and allowing exceptions when appropriate.
 - Some councilmembers expressed a desire to have language against stacking.
 - Council discussed the fact that neighboring towns only allowed containers in industrial zones.

- Council inquired about where the containers could be placed on residential properties.
 - Staff stated if they were viewed as storage sheds they could be at the front of the property.
- Council discussed leaving the issue complaint-driven so that if no one has a problem there's nothing to deal with, but if there was a complaint then the Town would have the ability to do something.
- Quantity, not stacked, in rear, paint, grandfather what is there.
- Councilmembers expressed desire to send it back to P&Z to discuss quantity, not allowing stacking, requiring them be located at the rear of the property, stipulations on paint, and grandfathering the units already existing.

3. ADJOURNMENT

Vice-Mayor Armstrong adjourned the meeting at 5:39 p.m.

REGULAR MEETING

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Vice-Mayor Armstrong called the meeting to order at 6:01 p.m. and led the Pledge of Allegiance.

Present: Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent: Jack Miller

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Officer Jordan Holmes (Sgt. at Arms); Assistant Town Manager/HR Director Laura Kyriakakis; Development Services Director Laurie Lineberry; Assistant Development Services Director Will Dingee; Senior Planner Jessica Barragan; Finance Director Katie Pehl; Public Works Director/Town Engineer Frank Marbury; Community Services Director Cyndi Thomas; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation and update from Compass Training Center regarding proposed shooting range improvements.

John Stankewicz presented the following:

- The range had been in business as a non-profit since August 2019. It was open Wednesday through Sunday to the public with daily and subscription rates with veteran, active, and first responder discounts.

- The range had 425 subscription holders. Their average daily users per year was 2,400.
- Compass Training Center sponsored the following organizations:
 - AZ High School Rodeo Association
 - Armed Women of America
 - Phoenix YMCA
 - Prescott Valley 4H
 - Granite Mountain Outlaws
- They offered classes from beginner to advanced.
- Introduced the Board Members.
- Goals from 2020 included a building for customer check-in, classroom, and retail shop, additional range bays, affordable training classes, overhangs for a new picnic area, and hosting more local, national, and international competitions and events.
 - Due to the pandemic and the recent economy, it became difficult to get things done, but they were finally happening.
- Thanked donors including:
 - Sherwin Williams
 - Sabato's Paint and Maintenance
 - Moyer's Heating and Cooling
 - Totally Floored, and more
 - There were also thousands of hours of volunteer work from friends of the range.
- Provided mock-ups and topographical maps for three future training bays.
 - They were looking for approval from Council to continue moving forward with range improvements.
 - The additional bays would allow more matches to be held by various agencies for international and national competitions. It would also provide them with more space to hold classes from outside vendors, and allow them more room for overflow when they have a lot of pistol shooters wanting to use the range.
- The range would be holding their five year anniversary on Saturday, August 3rd from 9:00 a.m. – 1:00 p.m.

3. CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

William Kidd presented the following:

- He lived on Road 4 North. He was concerned about Patriot Disposal being sold to Waste Management. He had dealt with Waste Management in the past and believed that they moved into an area to buy all the companies until they were the only one left. This didn't give a lot of wiggle room for local customers. They raise their prices and enact rules that leave locals with no choice but to do business with them. He stated

that in his previous community, Waste Management was able to force the local government to accept responsibility for their billing, which resulted in the local government putting a tax lien on properties when bills were not paid. He wanted to alert the Council to make a rule that required Waste Management to adhere to a minimum level of service and enact rules and regulations that affect their ability to acquire a business license.

Vice-Mayor Armstrong instructed the Town Manager to meet with the Town Attorney to discuss what could be done within the confines of the law.

Ed Bloomfield presented the following:

- He was concerned about overgrown trees and bushes along roadways and easements and asked the Town to get the roads cleaned up and trim the trees to 14 feet above the road.

4. CURRENT EVENT SUMMARIES AND REPORTS

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.

Vice-Mayor Armstrong presented the following:

- Please keep Mayor Miller and his family in your thoughts and prayers.

- b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current and upcoming projects.

Cindy Blackmore, Town Manager, presented the following:

- Mayor Miller was in an accident and was hospitalized for non-life threatening injuries. He would be getting out of the hospital soon and was on the road to recovery. She asked for everyone to keep him and his wife in their thoughts and prayers for a speedy recovery.

5. CONSENT AGENDA

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

MOVED by Councilmember Eric Granillo, seconded by Councilmember Annie Perkins to approve Consent Agenda items a, b, c, e, f, g.

AYE: Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric

Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed – Unanimously

- a. Consideration and possible action to adopt Resolution No. 2024-1259, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2024/2025, pursuant to Section 48-616, Arizona Revised Statutes.
- b. Consideration and possible action to adopt Resolution No. 2024-1266, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Del Sol Maintenance Improvement District for fiscal year 2024/2025, pursuant to Section 48-574, Arizona Revised Statutes.
- c. Consideration and possible action to approve the Town of Chino Valley's participation in the national opioids settlement with Kroger Co. and authorize the Mayor or Town Manager to complete and execute a Subdivision Participation and Release Form.
- d. Consideration and possible action to approve the Contract for Legal Services between the Town of Chino Valley and Prescott Law Group for prosecutorial services, effective July 9, 2024, for a period of two years, with an option to renew every two years.

Councilmember McCafferty requested that the Town Prosecutor report to Council once or twice per year with general statistics.

Council and staff discussed the following:

- The prosecutor was receptive and excited to do presentations before Council for whatever frequency the Council would prefer.
- Staff stated it was not actually written in the contract, but he had agreed.
 - Council agreed that language did not need to be codified in the contract.

MOVED by Councilmember Annie Perkins, seconded by Councilmember Eric Granillo to approve consent agenda item d.

AYE: Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed – Unanimously

- e. Consideration and possible action to appoint and re-appoint members to the Public Safety Retirement Board (PSRB).
- f. Consideration and possible action to appoint members to the Board of Adjustment.
- g. Consideration and possible action to approve the May 29, 2024, study session minutes.

6. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Consideration and possible action to approve Ordinance No. 2024-940, amending Chapter 51 of the Town Code regarding utility connections.

Recommended Action: Approve Ordinance No. 2024-940, amending Chapter 51 of the Town Code regarding utility connections.

Frank Marbury, Public Works Director, presented the following:

- He would be reviewing the final changes to the text. Council was provided with two versions, one red-lined and one clean.
- 51.035 dealt with commercial water credits. Staff removed the 300-foot rule or five-year construction requirement.

Water

- Clarified definitions for “at property line.” This didn’t necessarily mean touching the property line, but rather within the right-of-way or easement adjacent to the property.
- Created a definition for multifamily residential to include apartments, townhouses, or condominiums, but excludes guest houses.
- Non-residential and multifamily lots must connect when water became available at the property line. Existing developments must connect within one year of notice when water becomes available. Exempt wells must be capped when a connection is made. Non-exempt wells could be kept, but they must meet engineering standards.
- Single Family Residential properties only had minor wording changes. Connection would be required for new construction if water was available at the property line, and would be optional for existing construction. If homeowners choose to connect, they must cap their well.
- No changes were made to the Public Works Director’s connection authority.
- Lot size and distance requirements were removed for subdivisions. All newly platted subdivisions must connect to Town water.
- Distance requirements were also removed from private systems and wells, and they

shall not be constructed on properties connected to the Town's water system except for non-exempt wells. This provision would prevent cross connections.

Sewer

- Changed title wording.
- Distance requirements were removed and connection would be required when available at the property line with one-year written notice from the Town.
- All newly platted subdivisions must connect. Distance requirements were removed and all new multifamily properties must connect.
- Options for package plant alternatives were also removed, and non-residential properties must connect if available at the property line.
- All new single family construction on lots less than one acre must connect.
- Land split language was removed and replaced with an exemption so that lots larger than one acre without access to sewer could install septic.
- Existing multifamily properties must connect within one year of written notice that sewer was available.
- Lots must be a minimum of one acre to have both well and septic.
- Clarified language surrounding sewer taps in new subdivisions that developers would be required to install all mains, taps, and laterals.

Council and staff discussed the following:

- One councilmember stated that some points stated "must" instead of "shall" and felt that "shall" should be used instead.
 - Andrew McGuire, Town Attorney, stated that "must" and "shall" operate the same in this scenario.
- Council inquired if capping a well was different from abandoning it.
 - Staff stated the official term was "abandon" and the intent was that it would no longer be able to be used. Staff reviewed the written code and it did specify "abandon."
- Council inquired about the minimum lots on a platted subdivision.
- Staff stated that it was generally four lots or more, unless they had to create a new street, then it could be down to two lots.

Vice-Mayor Armstrong stated that this item had been in discussion many times and did not require a public hearing.

MOVED by Councilmember Eric Granillo, seconded by Councilmember John McCafferty to approve Ordinance No. 2024-940, amending Chapter 51 of the Town Code regarding utility connections.

AYE: Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed – Unanimously

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember Annie Perkins to adjourn the meeting at 6:41 p.m.

AYE: Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: None

6 - 0 Passed - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session and Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 9th day of July, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2024.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5h
MEETING DATE: 8/13/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the July 10, 2024, study session minutes.

STAFF RECOMMENDATION:

Approve the July 10, 2024, study session minutes.

ATTACHMENTS:

1.	2024 07 10 CC SS MND
----	----------------------

**MINUTES OF THE STUDY SESSION OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY**

WEDNESDAY, JULY 10, 2024

5:00 PM

**COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**

1. CALL TO ORDER, PLEDGE OF ALLEGIANCE, ROLL CALL

Vice-Mayor Armstrong called the meeting to order at 5:00 p.m.

Present: Vice-Mayor Tom Armstrong, Councilmember Annie Perkins, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

Absent: Jack Miller

Staff Present: Town Manager Cindy Blackmore; Town Attorney John Gaylord; Development Services Director Laurie Lineberry; Assistant Development Services Director Will Dingee; Public Works Director/Town Engineer Frank Marbury; Economic Development Manager Maggie Holmberg; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

2. Discussion on possible code amendments regarding the use of metal storage containers on commercial properties.

Will Dingee, Assistant Development Services Director, presented the following:

- Gave a brief history of this item as it occurred throughout 2024.
- Door knocked on commercial businesses to make sure they were invited and welcomed at meetings.
- Open Houses were held on June 5th to encourage open discussion between the staff, Town Manager, council, and public. The open houses included poster boards, survey forms, and comment cards to make known the public's opinions. Residential discussions were held during the morning, commercial discussions were held in the evening.
- Staff also gathered opinions from social media, online survey forms, emails, and letters.
- End result was that residents did not want any regulations on storage containers for commercial lots. But there needed to be something on the books stating they were allowed.
- Staff suggested adding "and Metal Storage Containers" to the current zoning district codes.
- They must adhere to setback provisions. There was no maximum lot coverage.
- The matter would still need to go back to P&Z as the language modifications were on different sections than originally presented.
- Staff was also recommending adding a metal storage container definition.

Council and staff discussed the following:

- Council inquired about the ability to rent containers.
 - Staff stated that in order for them to be used as mini-storage they would have to

meet the building code definition with a foundation, and safe for public use. The provisions presented were just for storage of equipment of a commercial building.

- Council asked for the determination on the differences in setbacks on streets.
 - Staff stated that setbacks along streets depended on whether it was highway or local street.
- Council inquired about containers that were already in place.
 - Staff stated there could be a grandfather clause to allow them to stay if Council chose.
- Council inquired about allowances for double stacking.
 - Staff stated that it was Council prerogative if they wanted P&Z to discuss the issue.
- Council inquired about stacking and proximity to residential.
 - Staff stated that height limits within the commercial district were up to 40 feet. Council could set a limit or discuss a limit.
- Council inquired about how to reconcile the two goals within the General Plan's circulation and redevelopment policies regarding beautifying Highway 89.
 - Staff stated the consideration of setbacks help give distance from the Highway.
 - One councilmember suggested screening as well.
 - Another councilmember wondered how realistic screening would be as it might be cost prohibitive to require it now and existing containers would need to be grandfathered in.
- Council inquired how many commercial lots were abutted to a residential property.
 - Staff stated that the concentration on that issue would be along Highway 89.
 - One councilmember mentioned the need of commercial properties to use every bit of space to allow delivery trucks to come through and turn around, and disagreed with enforcing setbacks.
- Council inquired how many storage containers were currently stacked.
 - Staff was unaware of any.

Ed Bloomfield presented the following:

- Containers were designed to be stacked 14 high on ships, and they were structurally sound to do that.
- He often got calls in the middle of the night to open his gates so that a truck driver could turn around. With 20 foot setbacks moving his containers to the center of the property they wouldn't be able to do that anymore, and it would cause a lot of issues.
- The containers that were currently in place helped this town to grow, and they should be left alone.
- He felt that the containers were a better option as they were temporary and would allow the next owner to do what they wanted or needed to the property.
- He felt that the Council was on the right track.

Council and staff discussed the following:

- Council inquired if a 40-foot height limit needed to be added if it was already a building restriction.
 - Staff stated they could include it.
- Council discussed sending the matter back to P&Z to address stacking, paint, screening/beautifying, setbacks next to residential, 40-foot height limit, and grandfathering current containers.

3. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember Eric Granillo to adjourn the meeting at 5:23 p.m.

AYE: Vice-Mayor Tom Armstrong, Councilmember Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

NAY: Councilmember Annie Perkins

5 - 1 Passed - Unanimously

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session and Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 9th day of July, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2024.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 8/13/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2024-1268, declaring and adopting the results of the 2024 Primary Election held on July 30, 2024.

SUMMARY:

The results of an election must be adopted by Council not less than six nor more than twenty days after the election [A.R.S. § 16-642(A)]. Although a resolution is not required, the Council has traditionally adopted one for record-keeping purposes, and it is best practice to do so.

The Town's ballot included election of the Mayor to a two-year term, three Councilmembers to four-year terms, and Proposition 475 submitted to the voters about whether to approve an extension to the Alternative Expenditure Limitation (Home Rule Option).

Upon Council's approval of the Canvass, staff will issue Certificates of Election to those candidates who received sufficient votes to be declared elected.

The Mayor-elect and Councilmembers-elect will take their oath of office and be seated to start their new terms on December 10, 2024.

Per the attached Resolution, the election results are as follows:

Mayor - Tom Armstrong
Councilmembers - Eric Granillo, Larry Holt, Robert Switzer
Alternative Expenditure Limitation - Approved

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Adopt Resolution No. 2024-1268, declaring and adopting the results of the 2024 Primary Election held on July 30, 2024.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Updated RES 2024-1268 Canvass of July 30, 2024 Primary Election
----	---

RESOLUTION NO. 2024-1268

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON JULY 30, 2024.

WHEREAS, the Town of Chino Valley, Arizona, held a primary election on July 30, 2024, for (i) the nomination or election of a Mayor and three Councilmembers and (ii) approval of Proposition 475 proposing an extension of the Alternative Expenditure Limitation; and

WHEREAS, the election returns were certified by the Yavapai County Election Director and Yavapai County Recorder, a true and correct copy of which certification is attached hereto as Exhibit A, and incorporated herein by this reference; and

WHEREAS, the election returns have been presented to and have been canvassed by the Town Council.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Chino Valley, Yavapai County, Arizona as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The total number of ballots cast at said primary election, as shown by the poll lists or reported by the county, was **3,455**.

SECTION 3. The number of ballots rejected was **72**.

SECTION 4. The total number of votes cast at said primary election for each office and each ballot measure, as shown by the poll lists, was:

Mayor:	3,455
Councilmember:	8,453
Question 1:	3,524

SECTION 5. Candidate Election:

A. The number of votes cast for the candidates for Mayor were as follows:

<u>Name</u>	<u>Vote Total</u>
Tom Armstrong	1,786
Jeffery Pizzi	1,669

B. It is hereby found, determined and declared of record, that Tom Armstrong did receive a majority of the total number of valid votes cast for the office of Mayor and is hereby issued a certificate of election.

C. The number of votes cast for the candidates for Councilmember, 4-year Term, were as follows:

<u>Name</u>	<u>Vote Total</u>
Darryl Croft	1,907
Eric Granillo	2,057
Larry Holt	2,376
Robert Switzer	2,113

D. It is hereby found, determined, and declared of record, that the following candidates for Councilmember, 4-year term, did receive a majority of the total number of valid votes cast for that office and are hereby issued a certificate of election:

Eric Granillo
Larry Holt
Robert Switzer

SECTION 6. Ballot Measure Election:

A. The votes cast for Proposition 475, approving an extension to the Alternative Expenditure Limitation for the Town of Chino Valley, Arizona were as follows:

Yes	2,498
No	1,026

B. It is hereby found, determined and declared of record, that Proposition 475, approving an extension to the Alternative Expenditure Limitation for the Town of Chino Valley, Arizona did receive a majority of the total number of valid votes cast for this item and hereby shall be presented to the Town Council for adoption.

SECTION 7. In order to comply with ARIZ. REV. STAT. § 16-642, it is necessary for this Resolution to be immediately effective. Accordingly, pursuant to Section 36.04 of the Chino Valley Town Code, this Resolution shall be in full force and effect immediately upon its adoption by 3/4 vote of all of the members of the Council.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 13th day of August, 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

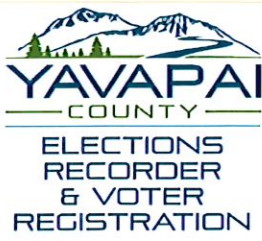
I hereby certify the above foregoing Resolution No. 2022-1268 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on August 13, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2024-12689

[Certification of Election Returns]

See following pages.



Yavapai County Elections,
Recorder,
& Voter Registration
1015 Fair St. RM 228
Prescott AZ 86305
928-771-3248 Ext. 8
www.yavapaivotes.gov

Laurin L. Custis
Director of Elections

Michelle M. Burchill
Recorder

CERTIFICATION OF ELECTION RESULTS

For the

PRIMARY ELECTION

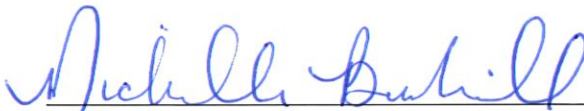
July 30, 2024

YAVAPAI COUNTY, ARIZONA

We, Laurin L. Custis, Yavapai County Director of Elections and Michelle M. Burchill, Yavapai County Recorder hereby certify that the attached foregoing vote results contains a full, true, and correct copy of the vote tabulations for the July 30, 2024, Primary Election.

Dated this 5th day of August 2024.


Laurin L. Custis, Director of Elections


Michelle M. Burchill, Recorder



Registered Voters 8,580 - Total Ballots 3,455 : 40.26%

PROPOSITION 475

Total Votes	3,524	
YES	2,498	70.89%
NO	1,026	29.11%

CHINO VALLEY MAYOR (2-YEAR TERM)
(NONPARTISAN)

Vote For 1		
Total Votes	3,455	
ARMSTRONG, TOM	1,786	51.69%
PIZZI, JEFFREY	1,669	48.31%

CHINO VALLEY COUNCIL MEMBER (4-YEAR TERM)
(NONPARTISAN)

Vote For 3		
Total Votes	8,453	
CROFT, DARRYL	1,907	22.56%
GRANILLO, ERIC	2,057	24.33%
HOLT, LARRY	2,376	28.11%
SWITZER, ROBERT	2,113	25.00%

Statement of Votes Cast
JULY 30, 2024
COUNTY OF YAVAPAI
STATE OF ARIZONA
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Date: 8/5/2024
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CHINO VALLEY MAYOR (2-YEAR TERM)
(NONPARTISAN)

	Reg. Voters	Total Votes	ARMSTRONG, TOM		PIZZI, JEFFREY		Over votes	Under votes
Jurisdiction Wide								
COYOTE (350.00)								
Normal	0	0	0	-	0	-	0	0
Early Voting	0	0	0	-	0	-	0	0
Provisional	0	0	0	-	0	-	0	0
GRAZE (351.00)								
Normal	5971	366	173	47.27%	193	52.73%	0	41
Early Voting	5971	2062	1058	51.31%	1004	48.69%	6	223
Provisional	5971	2	1	50.00%	1	50.00%	0	0
COUGARS (352.00)								
Normal	10	0	0	-	0	-	0	0
Early Voting	10	4	2	50.00%	2	50.00%	0	1
Provisional	10	0	0	-	0	-	0	0
BASIN (353.00)								
Normal	2599	158	79	50.00%	79	50.00%	0	14
Early Voting	2599	863	473	54.81%	390	45.19%	0	103
Provisional	2599	0	0	-	0	-	0	0
Total								
Normal	8580	524	252	48.09%	272	51.91%	0	55
Early Voting	8580	2929	1533	52.34%	1396	47.66%	6	327
Provisional	8580	2	1	50.00%	1	50.00%	0	0
Total	8580	3455	1786	51.69%	1669	48.31%	6	382

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CHINO VALLEY COUNCIL MEMBER (4-YEAR TERM)
(NONPARTISAN)

	Reg. Voters	Total Votes	CROFT, DARRYL		GRANILLO, ERIC		HOLT, LARRY		SWITZER, ROBERT		Over votes	Under votes
Jurisdiction Wide												
COYOTE (350.00)												
Normal	0	0	0	-	0	-	0	-	0	-	0	0
Early Voting	0	0	0	-	0	-	0	-	0	-	0	0
Provisional	0	0	0	-	0	-	0	-	0	-	0	0
GRAZE (351.00)												
Normal	5971	838	169	20.17%	200	23.87%	257	30.67%	212	25.30%	0	383
Early Voting	5971	5120	1181	23.07%	1243	24.28%	1427	27.87%	1269	24.79%	18	1735
Provisional	5971	4	1	25.00%	0	-	2	50.00%	1	25.00%	0	2
COUGARS (352.00)												
Normal	10	0	0	-	0	-	0	-	0	-	0	0
Early Voting	10	6	1	16.67%	2	33.33%	2	33.33%	1	16.67%	0	9
Provisional	10	0	0	-	0	-	0	-	0	-	0	0
BASIN (353.00)												
Normal	2599	368	68	18.48%	109	29.62%	102	27.72%	89	24.18%	0	148
Early Voting	2599	2117	487	23.00%	503	23.76%	586	27.68%	541	25.56%	15	766
Provisional	2599	0	0	-	0	-	0	-	0	-	0	0
Total												
Normal	8580	1206	237	19.65%	309	25.62%	359	29.77%	301	24.96%	0	531
Early Voting	8580	7243	1669	23.04%	1748	24.13%	2015	27.82%	1811	25.00%	33	2510
Provisional	8580	4	1	25.00%	0	-	2	50.00%	1	25.00%	0	2
Total	8580	8453	1907	22.56%	2057	24.33%	2376	28.11%	2113	25.00%	33	3043

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PROPOSITION 475

	Reg. Voters	Total Votes	YES		NO		Over votes	Under votes
Jurisdiction Wide								
COYOTE (350.00)								
Normal	0	0	0	-	0	-	0	0
Early Voting	0	0	0	-	0	-	0	0
Provisional	0	0	0	-	0	-	0	0
GRAZE (351.00)								
Normal	5971	377	260	68.97%	117	31.03%	0	30
Early Voting	5971	2080	1506	72.40%	574	27.60%	1	210
Provisional	5971	2	2	100.00%	0	-	0	0
COUGARS (352.00)								
Normal	10	0	0	-	0	-	0	0
Early Voting	10	3	1	33.33%	2	66.67%	0	2
Provisional	10	0	0	-	0	-	0	0
BASIN (353.00)								
Normal	2599	164	105	64.02%	59	35.98%	0	8
Early Voting	2599	898	624	69.49%	274	30.51%	0	68
Provisional	2599	0	0	-	0	-	0	0
Total								
Normal	8580	541	365	67.47%	176	32.53%	0	38
Early Voting	8580	2981	2131	71.49%	850	28.51%	1	280
Provisional	8580	2	2	100.00%	0	-	0	0
Total	8580	3524	2498	70.89%	1026	29.11%	1	318



YAVAPAI COUNTY ELECTIONS DEPARTMENT

REJECTED BALLOTS REPORT

July 30, 2024

PRIMARY ELECTION

PRECINCT AND NAME		PROVISIONAL BALLOTS REJECTED	EARLY BALLOTS REJECTED
301	GRANITE	2	29
302	EAGLE	-	21
303	COURT	2	8
304	GOLF	1	32
305	FAIR	-	13
306	WILLOW	1	40
307	WATSON	-	17
308	RANCH	2	24
309	SKULL	1	1
310	KIRK	-	3
311	HILL	-	-
312	MINE	1	1
313	MESQUITE	2	15
314	YARN	-	5
315	WICK	-	18
316	CHAPS	-	-
317	SPURS	-	-
318	LASO	-	3
319	WALNUT	-	2
320	TOWERS	-	-
321	SPRINGS	-	-
322	PLEASANT	-	-
323	SUNSET	-	8
324	BUG	8	19
325	SALT	-	-
326	RIM	-	-
327	COWBOYS	5	17
328	FORT	6	16
329	WELL	-	5
330	SCARLET	-	17
331	RUBY	6	24
332	BRIDGE	-	-
333	WIND	-	-
334	CREEK	4	8
335	AZURE	3	15
336	QUAIL	-	1
337	ONYX	3	30
338	GHOST	3	18
339	SPIRIT	-	1
340	AGUA	4	21
341	IRON	-	22
342	LYNX	1	20
343	WATER	-	23
344	BUCK	2	13
345	BIGHORN	2	26
346	BISON	1	29
347	BEARS	-	22
348	BURRO	4	8
349	PRONGHORN	3	25
350	COYOTE	1	16
351	GRAZE	1	16
352	COUGARS	1	18
353	BASIN	1	22
354	ANTELOPE	3	12
355	CAMP	-	1
356	STONE	-	3
357	CARS	-	4
TOTALS		74	712

PROVISIONAL BALLOT REJECT REASONS

7 ID NOT PROVIDED
1 INCOMPLETE/NOT SIGNED
4 INSUFFICIENT/ILLEGIBLE
29 NOT REGISTERED
17 OUT OF JURISDICTION
6 VOTED EARLY BALLOT
10 WRONG PARTY
66 TOTAL

EARLY BALLOT REJECT REASONS

3 ALEADY VOTED
10 MISSING/INCORRECT BALLOT
2 MULTIPLE BALLOTS
3 NO AFFIDAVIT
188 NOT SIGNED BY VOTER
74 RECEIVED LATE
94 SIGNATURE DIFFERENT
2 SPOILED
336 SWITCHED SIGNATURES
712 TOTAL

NUMBER OF VOTER FROM EARLY BALLOT REJECTS WHO VOTED A REPLACEMENT BALLOT

3 ALEADY VOTED
4 MISSING/INCORRECT BALLOT
- MULTIPLE BALLOTS
1 NO AFFIDAVIT
67 NOT SIGNED BY VOTER
- RECEIVED LATE
3 SIGNATURE DIFFERENT
1 SPOILED
165 SWITCHED SIGNATURES
244 TOTAL

TOTAL REJECTED BALLOTS = 786

Registered Voters 8,580 - Total Ballots 3,455 : 40.26%

PROPOSITION 475

Total Votes	3,524	
YES	2,498	70.89%
NO	1,026	29.11%

CHINO VALLEY MAYOR (2-YEAR TERM)
(NONPARTISAN)

Vote For 1		
Total Votes	3,455	
ARMSTRONG, TOM	1,786	51.69%
PIZZI, JEFFREY	1,669	48.31%

CHINO VALLEY COUNCIL MEMBER (4-YEAR TERM)
(NONPARTISAN)

Vote For 3		
Total Votes	8,453	
CROFT, DARRYL	1,907	22.56%
GRANILLO, ERIC	2,057	24.33%
HOLT, LARRY	2,376	28.11%
SWITZER, ROBERT	2,113	25.00%

Statement of Votes Cast
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CHINO VALLEY MAYOR (2-YEAR TERM)
(NONPARTISAN)

	Reg. Voters	Total Votes	ARMSTRONG, TOM		PIZZI, JEFFREY		Over votes	Under votes
Jurisdiction Wide								
COYOTE (350.00)								
Normal	0	0	0	-	0	-	0	0
Early Voting	0	0	0	-	0	-	0	0
Provisional	0	0	0	-	0	-	0	0
GRAZE (351.00)								
Normal	5971	366	173	47.27%	193	52.73%	0	41
Early Voting	5971	2062	1058	51.31%	1004	48.69%	6	223
Provisional	5971	2	1	50.00%	1	50.00%	0	0
COUGARS (352.00)								
Normal	10	0	0	-	0	-	0	0
Early Voting	10	4	2	50.00%	2	50.00%	0	1
Provisional	10	0	0	-	0	-	0	0
BASIN (353.00)								
Normal	2599	158	79	50.00%	79	50.00%	0	14
Early Voting	2599	863	473	54.81%	390	45.19%	0	103
Provisional	2599	0	0	-	0	-	0	0
Total								
Normal	8580	524	252	48.09%	272	51.91%	0	55
Early Voting	8580	2929	1533	52.34%	1396	47.66%	6	327
Provisional	8580	2	1	50.00%	1	50.00%	0	0
Total	8580	3455	1786	51.69%	1669	48.31%	6	382

Statement of Votes Cast
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CHINO VALLEY COUNCIL MEMBER (4-YEAR TERM)
(NONPARTISAN)

	Reg. Voters	Total Votes	CROFT, DARRYL		GRANILLO, ERIC		HOLT, LARRY		SWITZER, ROBERT		Over votes	Under votes
Jurisdiction Wide												
COYOTE (350.00)												
Normal	0	0	0	-	0	-	0	-	0	-	0	0
Early Voting	0	0	0	-	0	-	0	-	0	-	0	0
Provisional	0	0	0	-	0	-	0	-	0	-	0	0
GRAZE (351.00)												
Normal	5971	838	169	20.17%	200	23.87%	257	30.67%	212	25.30%	0	383
Early Voting	5971	5120	1181	23.07%	1243	24.28%	1427	27.87%	1269	24.79%	18	1735
Provisional	5971	4	1	25.00%	0	-	2	50.00%	1	25.00%	0	2
COUGARS (352.00)												
Normal	10	0	0	-	0	-	0	-	0	-	0	0
Early Voting	10	6	1	16.67%	2	33.33%	2	33.33%	1	16.67%	0	9
Provisional	10	0	0	-	0	-	0	-	0	-	0	0
BASIN (353.00)												
Normal	2599	368	68	18.48%	109	29.62%	102	27.72%	89	24.18%	0	148
Early Voting	2599	2117	487	23.00%	503	23.76%	586	27.68%	541	25.56%	15	766
Provisional	2599	0	0	-	0	-	0	-	0	-	0	0
Total												
Normal	8580	1206	237	19.65%	309	25.62%	359	29.77%	301	24.96%	0	531
Early Voting	8580	7243	1669	23.04%	1748	24.13%	2015	27.82%	1811	25.00%	33	2510
Provisional	8580	4	1	25.00%	0	-	2	50.00%	1	25.00%	0	2
Total	8580	8453	1907	22.56%	2057	24.33%	2376	28.11%	2113	25.00%	33	3043

Statement of Votes Cast
JULY 30, 2024
COUNTY OF YAVAPAI
STATE OF ARIZONA
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PROPOSITION 475

	Reg. Voters	Total Votes	YES		NO		Over votes	Under votes
Jurisdiction Wide								
COYOTE (350.00)								
Normal	0	0	0	-	0	-	0	0
Early Voting	0	0	0	-	0	-	0	0
Provisional	0	0	0	-	0	-	0	0
GRAZE (351.00)								
Normal	5971	377	260	68.97%	117	31.03%	0	30
Early Voting	5971	2080	1506	72.40%	574	27.60%	1	210
Provisional	5971	2	2	100.00%	0	-	0	0
COUGARS (352.00)								
Normal	10	0	0	-	0	-	0	0
Early Voting	10	3	1	33.33%	2	66.67%	0	2
Provisional	10	0	0	-	0	-	0	0
BASIN (353.00)								
Normal	2599	164	105	64.02%	59	35.98%	0	8
Early Voting	2599	898	624	69.49%	274	30.51%	0	68
Provisional	2599	0	0	-	0	-	0	0
Total								
Normal	8580	541	365	67.47%	176	32.53%	0	38
Early Voting	8580	2981	2131	71.49%	850	28.51%	1	280
Provisional	8580	2	2	100.00%	0	-	0	0
Total	8580	3524	2498	70.89%	1026	29.11%	1	318