

# PRESCOTT CITY COUNCIL REGULAR VOTING MEETING A G E N D A

**PRESCOTT CITY COUNCIL  
REGULAR VOTING MEETING  
TUESDAY, JANUARY 25, 2011  
3:00 P.M.**

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

The following Agenda will be considered by the Prescott City Council at its **Regular Voting Meeting** pursuant to the Prescott City Charter, Article II, Section 13. Notice of this meeting is given pursuant to Arizona Revised Statutes, Section 38-431.02.

- ◆ **CALL TO ORDER**
- ◆ **INTRODUCTIONS**
- ◆ **INVOCATION:** Heights Church
- ◆ **PLEDGE OF ALLEGIANCE:** Councilwoman Lopas
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Kuykendall	
Councilman Blair	Councilwoman Linn
Councilman Hanna	Councilwoman Lopas
Councilman Lamerson	Councilwoman Suttles

- ◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

- I. **PROCLAMATION**

- A. January 25, 2011 as *Brad Newman Day in Prescott.*

- II. **PRESENTATION**

- A. Update on North Clubhouse repairs.

- III. **CONSENT AGENDA**

**CONSENT ITEMS A – D LISTED BELOW MAY BE ENACTED BY ONE MOTION. ANY ITEM MAY BE REMOVED AND DISCUSSED IF A COUNCILMEMBER SO REQUESTS.**

- A. Approval of a professional services agreement with J2 Engineering and Environmental Design for engineering services to update the FEMA floodplain determination for the North Fork of Miller Creek and the upstream limits of Miller Creek and Aspen Creek in an amount not to exceed \$59,578.00.
- B. Approval to purchase seven MDCs, extended service agreements and modems from Insight Public Section in an amount not to exceed \$34,000.00 for the Prescott Fire Department (funded by Arizona Department of Homeland Security grant).
- C. Approval of Base Hospital Agreement with Yavapai Regional Medical Center.
- D. Approval of the minutes of the Prescott City Council Workshop of January 4, 2011, the Workshop of January 11, 2011, and the Regular Meeting of January 11, 2011.

#### **IV. REGULAR AGENDA**

- A. Ratification of emergency procurement of heating units for West Yavapai Guidance Center in the amount of \$35,801.16 using CDBG funding.
- B. Approval of contract between the City of Prescott and Energy Savings Heating and Cooling in an amount not to exceed \$204,478.54 (ARRA Energy Grant).
- C. Discussion in relation to the US Department of Transportation (DOT) Essential Air Service contract (Docket #DOT-OST-1996-1899) and consideration of a letter of endorsement to the US Department of Transportation, Office of Aviation Analysis.
- D. Authorization to seek and accept an increase of funds in FAA grant #3-04-0030-031-2010 in an amount not to exceed \$16,679.00 (federal share), and ADOT grant #ADOT MPD Grant E1F20 in an amount not to exceed \$439 (ADOT share) for additional costs associated with the Airport Pavement Preservation and Marking Project.
- E. Adoption of Ordinance No. 4778-1129 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the purchase of real properties, easements and improvements from Dillahunty Living Trust, W.D. Dillahunty, Trustee, for the widening of Williamson Valley Road, authorizing the Mayor and City staff to take all necessary steps to effectuate said purchases, dedication, and declaring an emergency.

- F. Approval of payment to Yavapai County in the amount of \$1,101,595.50 for costs associated with engineering and construction of the Prescott Lakes Parkway Roundabout at the new County Juvenile Detention Facility and intersection of Sundog Connector.
- G. Approval of professional services agreement with Shephard-Wesnitzer, Inc. for engineering and design of the Zone 19 Reservoir, Piping, and Pump Station Replacement Project in an amount not to exceed \$627,724.00.
- H. Recess into Executive Session.

**V. EXECUTIVE SESSION**

- A. Discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation or in settlement discussions conducted in order to avoid or resolve litigation, pursuant to ARS 38-431.03(A)(4).
  - 1. Lexington Insurance/Casa de Pinos v. City of Prescott.

**VI. POST EXECUTIVE SESSION**

- A. Possible settlement action re Lexington Insurance/Casa de Pinos v. City of Prescott.

**VII. ADJOURNMENT**

CERTIFICATION OF POSTING OF NOTICE

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

\_\_\_\_\_  
Elizabeth A. Burke, MMC, City Clerk

<b>COUNCIL AGENDA MEMO – January 25, 2011</b>	
<b>DEPARTMENT:</b> Public Works	
<b>AGENDA ITEM:</b> Approval of a professional services agreement with J2 Engineering and Environmental Design for engineering services to update the FEMA floodplain determination for the North Fork of Miller Creek and the upstream limits of Miller Creek and Aspen Creek in an amount not to exceed \$59,578.00.	

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b> Mark Nietupski		
<b>Finance Director:</b> Mark Woodfill		
<b>City Manager:</b> Laurie Hadley		1-19-11

**Item Summary**

This item is to approve a professional services agreement with J2 Engineering and Environmental Design, LLC, Phoenix, Arizona, for the engineering analysis, preparation and submittal of an updated FEMA floodplain determination for the North Fork of Miller Creek and the upstream limits of Miller Creek and Aspen Creek. The detailed restudy will include performing hydraulic analyses and mapping of the 100 and 500 year floodplains in accordance with FEMA guidelines.

This professional services agreement is the product of and funded through the Intergovernmental Agreement between the City of Prescott and the Yavapai County Flood Control District previously approved by Council in August 2010.

**Background**

On August 31, 2010 the City Council approved an Intergovernmental Agreement, (Resolution No. 4044-1114), with the Yavapai County Flood Control District for the acceptance of FY11 funding in the amount of \$728,796.00 to be used by the City for FEMA floodplain analysis and for drainage improvement projects located within the City and immediately surrounding areas.

These studies represent an essential part of the City's management of drainage ways within Prescott and surrounding areas and are key components to the development of a City of Prescott Stormwater Program. This program includes updating all the existing FEMA Flood Insurance Maps, identifying and analyzing all the components of our drainage infrastructure, and establishing watershed master plans for each of our waterways. This drainage analysis is consistent with Council's goal of providing a first class utility system.

This contract will conclude all floodplain determinations and updates in Prescott as contemplated by the Drainage Master Plan.

**Agenda Item:** Approval of a professional services agreement with J2 Engineering and Environmental Design for engineering services to update the FEMA floodplain for the North Fork of Miller Creek and the upstream limits of Miller Creek and Aspen Creek in an amount not to exceed of \$59,578.00.

### **Procurement of Engineering Services**

On November 19, 2009, the City received twenty two (22) Statements of Qualification for this publicly advertised project. Pursuant to professional services selection procedures, staff ranked the individual firms based on their submittals. After interviewing the top three firms, J2 Engineering and Environmental Design, LLC, was selected as prime for this contract.

The project team also includes Kelly Wise Engineering, Inc., Prescott, Arizona, who will be providing professional land survey support. The local contribution represents 30% of the contract amount.

### **Project Schedule**

Commence	February 1, 2011
Complete Submittal	July 1, 2011

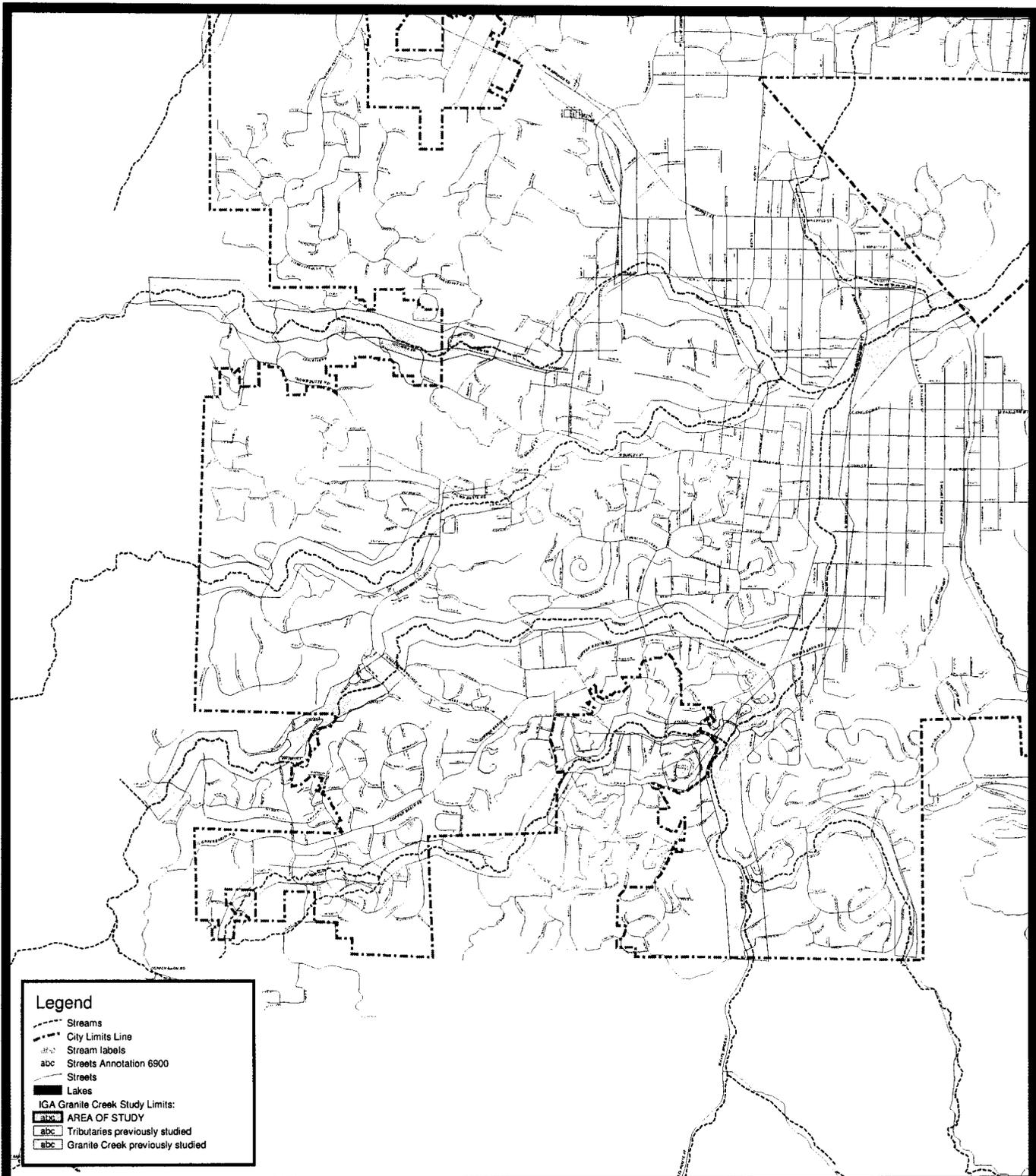
### **Budget**

FY 11 funding for this project will be paid from the Drainage Master Plan, Account 2157810-11002, with the full project cost to be reimbursed by the Yavapai County Flood Control District.

### **Attachments**

- Study Limits Map
- Scope of Services

**Recommended Action: MOVE** to approve a Professional Services Agreement with J2 Engineering and Environmental for engineering services associated with updating the North Fork of Miller Creek and the upstream limits of Miller Creek and Aspen Creek FEMA floodplain study in an amount not to exceed \$59,578.00.

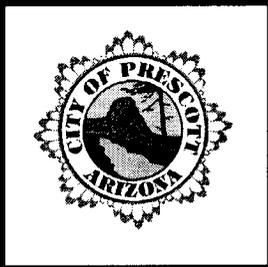
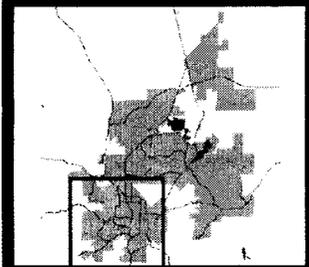


**Legend**

- Streams
- City Limits Line
- Stream labels
- Streets Annotation 6900
- Streets
- Lakes

IGA Granite Creek Study Limits:

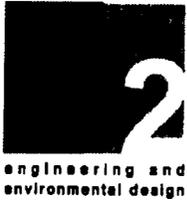
- AREA OF STUDY
- Tributaries previously studied
- Granite Creek previously studied



**NORTH FORK OF  
MILLER CREEK,  
MILLER CREEK,  
& ASPEN CREEK**

This map is a product of the  
The City of Prescott GIS

A north arrow pointing upwards and a scale bar below it, labeled '0' and '1" = 3000'.



**J2 Engineering and Environmental Design  
Tributaries of Granite Creek  
Floodplain Delineation Studies 2011  
City of Prescott  
January 4, 2011  
Exhibit A  
Scope of Services**

**Project Overview:**

The purpose of the project is to extend the detailed floodplain delineation studies that were completed to the City of Prescott corporate limits in 2010. The detailed studies include updating the effective floodplains and floodways for the reach of North Fork of Miller Creek within the City of Prescott; and for reaches of Miller Creek and Aspen Creek that lie within Unincorporated Yavapai County. The detailed restudy will include performing hydraulic analyses and mapping of the 100-year floodplains and floodways in accordance with FEMA Guidelines.

J2 Engineering & Environmental Design, LLC (J2) has retained Kelley Wise Engineering, Inc. (KWE) to assist in the project. KWE will be responsible for survey and public involvement.

**Task 100 – Field Reconnaissance/Data Collection**

J2 shall obtain existing engineering documents from the City of Prescott (CoP), Yavapai County Flood Control District (YCFCD), and the Federal Emergency Management Agency (FEMA).

The City has retained Arroyo Engineering to update the regional hydrologic model for the City of Prescott. The revised HEC-1 values will be utilized by the J2 Team for the hydraulic modeling (HEC-RAS).

J2 will perform field reconnaissance to document Manning's "n" coefficients, ineffective flow areas, structure sizes, obstructions, etc. within the study area.

### **Task 200 – Field Surveys and Topographic Data Verification**

KWE will be responsible performing the survey work tasks. The survey work tasks include data collection, verification of the CoP GIS mapping, supplemental surveys (structure surveys, cross sections, transects, etc.), and establishment of three (3) permanent benchmarks. KWE will coordinate the survey requirements with City of Prescott staff (GIS and Engineering). The field surveys will be in accordance with FEMA Flood Insurance Study guidelines. All surveys shall be based on the City of Prescott Survey Datum. KWE's detailed Scope of Services is attached.

### **Task 300 – Hydraulic Analyses**

J2 shall perform hydraulic analyses required to develop floodplain/floodway delineations for North Fork of Miller Creek (approximately 0.8 miles), Miller Creek (approximately 1.3 miles), and Aspen Creek (approximately 1.3 miles).

The US Army Corps of Engineers hydraulic models (HEC-RAS and Geo HEC-RAS) will be utilized for the project. Results of the analyses will be incorporated into the City of Prescott GIS.

### **Task 400 – Floodplain Mapping and FEMA Submittal**

The J2 Team shall delineate the 100-year and 500-year floodplain boundaries and the regulatory floodway boundaries for the subject watercourses. The delineations will be delivered in both hard copy and digital formats as required by FEMA and the City. The J2 Team will prepare a technical data notebook (TDN) for the project in accordance with the Arizona State Standards and FEMA criteria.

In addition to the 100-year and 500-year profiles, J2 will run the 2-year, 5-year, 10-year, 25-year, and 50-year flood profiles in HEC-RAS for administrative use by the City. These HEC-RAS profiles will not be submitted to FEMA for review.

This task includes preparation of a FEMA Letter of Map Revision (LOMR) request. Since this project is a re-study based only on improved mapping data and not on proposed construction, no FEMA review fee will be required. It is anticipated that the FEMA review may take 6 – 9 months. Team members and City staff will work with FEMA to expedite the review process.

### **Task 500 – Public Outreach**

J2 shall attend meetings in accordance with the hours defined in the attached work hour estimate. It is anticipated that two public meetings will be required for the project. If additional neighborhood meetings are required, then J2 team members will attend (within the limits of the meeting hours).

### **Task 600 – Meetings & Coordination**

J2 shall attend progress meetings with the City of Prescott in accordance with the hours defined in the attached work hour estimate. It is anticipated that four meetings will be required.

### **Items not included in J2's Scope of Services**

- Regional hydrologic models to be provided by Arroyo/City
- Topographic mapping provided by the City (GIS format)

## Tributaries of Granite Creek Floodplain Delineation Studies 2011

Task	Description	Design Manager	Proj. Eng.	Engineer Designer	Technician Drafter	Secretary Clerical	TOTAL HOURS
100	Reconnaissance and Coordination	4	8	14	4	5	35
110	Mannin's "n" Calibration	1	1	4	1	1	8
120	Structure Documentation	1	1	4	1	2	9
130	Develop Initial Model Parameters	1	4	4	1	1	11
140	Verify Final Model Parameters	1	2	2	1	1	7
200	Field Surveys and Topographic Data Verification (see KWE)	4	4	10	5	1	24
210	Verify City's Topographic Mapping (Sanborn)	1	1	2	1		5
220	Channel Cross Sections	1	1	4	2		8
230	Survey Structures	1	1	4	2		8
240	Establish 3 ERM's	1	1			1	3
300	Hydraulic Analyses	6	36	76	52		170
310	North Fork Miller Creek (approx. 0.8 mile)	2	4	12	4		22
320	Miller Creek (approx. 1.3 miles)	2	16	32	24		74
330	Aspen Creek (approx. 1.3 miles)	2	16	32	24		74
400	Floodplain Mapping and FEMA Submittal	13	24	36	32		105
410	North Fork Miller Creek (approx. 0.8 mile)	4	6	8	8		26
420	Miller Creek (approx. 1.3 miles)	4	8	12	8		32
430	Aspen Creek (approx. 1.3 miles)	4	8	12	8		32
440	GIS Conversion/Implementation	1	2	4	8		15
500	Public Outreach	8	8	8	4	4	32
510	Public Meetings	8	8	8	4	4	32
600	Meetings & Coordination	12	12				30
610	Monthly Meetings	8	8			6	18
620	Project Coordination	4	4			4	12
	<b>Total Hours</b>	<b>47</b>	<b>92</b>	<b>144</b>	<b>97</b>	<b>16</b>	<b>396</b>

**DIRECT EXPENSE DOCUMENTATION**

**OUTSIDE REPRODUCTION**

**Copying:**

8.5 X 11 Copies

	Est. No.	No. of Copies	Total Sheets	Total Costs
TDN	375	5	1875	\$ 93.75
<b>SUBTOTAL FOR COPYING:</b>	<b>\$ 0.05 /Copy</b>			<b>\$ 93.75</b>

**OUTSIDE MESSENGER SERVICE**

	Est. # of Deliveries	Cost/ Delivery	Total Costs
Messenger	3	\$20.00	\$ 60.00
<b>TOTAL OUTSIDE MESSENGER SERVICE:</b>			<b>\$ 60.00</b>

**MILEAGE**

	Est. Miles/ Trip	No. of Trips	Total Miles	Total Costs
Personal Mileage	250	2	500	\$ 222.50
<b>TOTAL MILEAGE COST @:</b>	<b>\$ 0.45 /MILE</b>			<b>\$ 222.50</b>

<b>TOTAL DIRECT EXPENSES</b>	
Outside Reproduction	\$ 93
Outside Messenger Service	\$ 60
Personal Mileage	\$ 222
<b>TOTAL DIRECT EXPENSES</b>	<b>\$ 375</b>

J2 Engineering & Environmental Design, Inc.  
 4649 E. Cotton Gin Loop, Suite B2  
 Phoenix, Arizona 85040  
 Phone: (602) 438-2221  
 FAX: (602) 438-2225

Project Name: Tributaries of Granite Creek 2011  
 Floodplain Delineation Studies  
 City of Prescott  
 Contract No.:

**DERIVATION OF COST PROPOSAL - SUMMARY**

(Round Figures to the nearest \$1.00)

**Estimated Direct Labor**

Classification	Estimated Person-Hours	Average Hourly Rate	Labor Costs
Design Manager	47	\$ 70.00	\$ 3,290
Project Engineer	92	\$ 46.80	\$ 4,287
Engineer/LA/Designer	144	\$ 36.31	\$ 5,229
Technician/Drafter	97	\$ 27.50	\$ 2,668
Sec./Clerical	16	\$ 20.75	\$ 332
<b>Total</b>	<b>396</b>		<b>\$ 15,806</b>

		Total Estimated Labor	\$ 15,806	EC-10
OH Negotiated @	136.02%	of Total Estimated Labor	\$ 21,499	EC-20
		Subtotal	\$ 37,305	

**Estimated Direct Expenses**

(Listed by Item at Estimated Actual Cost -- No Mark-up)

Outside Reproduction	\$ 93	
Outside Messenger Service	\$ 60	
Personal Mileage	\$ 222	
<b>Total Estimated Expenses</b>	<b>\$ 375</b>	<b>EC-30</b>

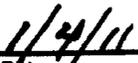
**Estimated Outside Services and Consultants**

(Listed by Firm or Name at Estimated Cost -- No Mark-up)

Firm	Method of Compensation CPNF, LS, etc.	Cost	
Kelley Wise Engineering, Inc.	LS	\$ 18,000	
<b>Total Estimated Outside Services</b>		<b>\$ 18,000</b>	<b>EC-40</b>

Fee	10.0%	\$ 3,731	EC-50
Fixed Capital Cost of Money (FCCM)	1.06%	\$ 168	
<b>TOTAL ESTIMATED COST</b>		<b>\$ 59,578</b>	
<b>USE LUMP SUM COST</b>		<b>\$ 59,578</b>	<b>EC-64</b>

  
 Jeff Holzmeister  
 J2 Engineering & Environmental Design, LLC

  
 Date



October 11, 2010

Mr. Jeff Holzmeister, P.E.  
J2 Engineering  
4649 Cotton Gin Loop, Ste. B2  
Phoenix AZ 85040

jholzmeister@j2design.us

**Subject: Proposal for Survey Services  
Expansion of Granite Creek Tributaries Floodplain Delineation Studies**

Dear Jeff:

Kelley/Wise Engineering, Inc. (KWE) is pleased to prepare this proposal to provide survey services for the project referenced above. We anticipate the following work scope:

KWE understands that the City of Prescott has provided you with 2' contour interval mapping over the study area. KWE will provide mapping check cross-sections to aid in your analysis and verification of the supplied mapping. The mapping check cross-sections will consist of a ground-surveyed section that crosses the 100-year flood plain. The terminal ends of the sections will be anchored with GPS survey measurements. The number of proposed mapping check cross-sections has been listed in the base services below.

We will provide supplemental survey data at hydraulic structures to include the following:

- Roadway profile (centerline, left edge, and right edge)
- Culvert invert elevations at each opening (inlet and outlet)
- Culvert dimensions
- Top of headwall and wing walls

We have listed the number of proposed elevation reference marks (ERM's) to be set along the study area by reach in the base services below. At each location KWE proposes to set a carriage bolt and aluminum washer in existing concrete similar to the most recently placed City of Prescott bench marks. The washers can be stamped as designated by the City of Prescott. KWE will complete a Monument Record form for each ERM and provide to you for your submittal to the City of Prescott.

At a minimum, two section corners (providing they still exist) will be horizontally tied into the project survey.

The supplemental survey points and all connecting line work provided by KWE will be furnished to J2 Engineering in an AutoCAD .dwg format. The survey points will also be provided in an ASCII file.

**BASE SERVICE**

**Aspen Creek:** Approximately 0.9 miles from Rancho Vista Drive upstream to the Prescott National Forest boundary.

- Mapping check cross-sections – 1
- Hydraulic structures - 1
- Proposed ERM's - 1

**Miller Creek:** Approximately 1.3 miles from Downer Trail upstream to the Prescott National Forest boundary.

- Mapping check cross-sections: 1
- Hydraulic structures - 8
- Proposed ERM's: 1

**North Fork of Miller Creek:** Approximately 0.8 miles from Sunset Avenue upstream to Gail Gardner Way.

- Mapping check cross-sections: 1
- Hydraulic structures 2
- Proposed ERM's - 1

**Project Schedule:** KWE will coordinate this work with your schedule.

**Payment Agreement:** We propose providing the work described above on a lump sum basis for a fee of \$18,000 with a task breakdown as follows:

Base Service	
Aspen Creek .....	\$ 3,800
Miller Creek.....	10,400
North Fork of Miller Creek .....	<u>3,800</u>
Total.....	\$18,000

Should we encounter conditions that require additional surveying, engineering or evaluation, such conditions will be reviewed with the client prior to proceeding. Direct expenses associated with the project, including plan copies, shall be reimbursed at cost plus 15 percent. Fees are payable with monthly billing based upon the percent complete amount accomplished within that billing period. Additional services authorized by the client will be billed separately following the month in which the services are performed. All billings are due and payable within 30 days of dated invoice.

**Conditions:** The following items are not included in this proposal. Should any of the following items become necessary, services can be provided by separate agreement:

1. Agency review fees, permits and recording fees are to be paid by the owner/client.
2. Printing of plans (blueprinting, vellums or Mylars) and other direct expenses will be itemized separately as additional charges.
3. Geotechnical reports.
4. Design of off-site water, water storage, sewer, sewer collection and/or disposal, and storm drain extensions.
5. Development budgets.
6. Right-of-way and easement dedication or abandonment map(s).
7. Section 404, NPDES, AZDES or Stormwater Pollution Prevention Plan (SWPPP) Permit Applications.
8. Contract documents and bidding assistance.

Mr. Jeff Holzmeister  
October 11, 2010  
Page 3 of 3

9. Legal descriptions.
10. Utility relocation study or design.
10. Traffic reports.
12. Construction staking and testing.
13. Items not identified in the Scope of Services.

**AUTHORIZATION TO PROCEED**

If you are in agreement with the Scope of Work, the lump sum fee of \$18,000 for the Base Service and the conditions as stated in the Standard Provisions (enclosed), please sign and return this agreement to indicate your understanding of and concurrence with the conditions set forth herein.

Sincerely,

**KELLEY/WISE ENGINEERING, INC.**



Gary R. Kelley, P.E.  
Principal

Enclosure: Standard Provisions

c: P10-066 (Ref. KWE 09078)

**ACCEPTED AND APPROVED**

Signature Jeff Holzmeister Date 11/4/11  
Printed Name Jeff Holzmeister Title President

<b>COUNCIL AGENDA MEMO - January 25, 2011</b>
<b>DEPARTMENT: Fire</b>
<b>AGENDA ITEM: Approve purchase of seven Mobile Data Computers</b>

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Bruce Martinez, Fire Chief</b>	<b>01/07/2011</b>
<b>Finance Director: Mark Woodfill</b>	
<b>Interim City Manager: Laurie Hadley</b>	<i>1-19-11</i>

**Background**

One of the 2010 Arizona Department of Homeland Security (ADHS) grants accepted by the City Council on October 26, 2010 was for seven Mobile Data Computers (MDCs) to complete implementation on the remaining front line apparatus. Again, MDCs provide electronic communication between the Com Center and Prescott Fire and significantly reduce the amount of radio traffic.

**Status**

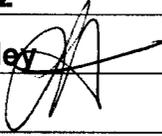
Our Information Technology department determined the MDCs are available through the US Communities Government Purchasing Alliance (CGPA) of which the City of Prescott is registered. The grant was approved for \$67,000, which was the estimated cost. Using CGPA provides a significant cost savings and the unused portion of the grant will be returned to ADHS for other grant considerations.

**Financial**

Through this purchasing agreement, seven Panasonic Toughbooks including 3-year extended service agreement plus modem; and estimated shipping and tax will cost approximately \$34,000. This cost will be 100% reimbursed by Homeland Security; no City match is required. An amount sufficient to cover any grant awards the Fire Department may receive from a multitude of sources was included in FY 2011 budget.

<b>Recommended Action: MOVE to approve the purchase of 7 MDCs, extended service agreements and modems from Insight Public Sector in an amount not to exceed \$34,000.00.</b>
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<b>COUNCIL AGENDA MEMO – January 25, 2011</b>
<b>DEPARTMENT: Fire</b>
<b>AGENDA ITEM: Renewal of Base Hospital Agreement</b>

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Bruce Martinez</b>	<b>01/13/2011</b>
<b>Acting City Manager: Laurie Hadley</b> 	<i>1-13-11</i>

**Background**

State Statutes require that the Arizona Department of Health Services (ADHS) regulate Emergency Medical Services (EMS) in the State of Arizona. One of the ADHS's regulations is to ensure that providers of Paramedic level care (Advanced Life Support) have an agreement with a Base Hospital for medical control, direction, and administrative oversight of all providers. For more than 30 years, the City of Prescott has had an agreement with Yavapai Regional Medical Center (YRMC) for this purpose and to meet the statutory requirements. The agreement requires City Council approval annually and any time an amendment or revision is requested by either party. The agreement sets out the expectations for the Provider Agency (City of Prescott Fire Department) and the Base Hospital (YRMC).

**Status**

The Base Hospital Agreement approved by Council on February 9, 2010 has no revisions but needs to be renewed. The Base Hospital Agreement meets all the current rules under the ADHS regulations and statutes. The agreement has been reviewed and approved by the City of Prescott Legal department.

**Financial**

There are no financial implications to these agreements.

<b>Recommendation: MOVE</b> to approve the Base Hospital/Provider Agency Agreement between the Prescott Fire Department and the Yavapai Regional Medical Center.
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## BASE HOSPITAL AGREEMENT

This AGREEMENT is made between **YAVAPAI COMMUNITY HOSPITAL ASSOCIATION dba YAVAPAI REGIONAL MEDICAL CENTER**, a health care facility licensed under the laws of the State of Arizona, hereinafter referred to as "Base Hospital", and **PRESCOTT FIRE DEPARTMENT**, hereinafter referred to as "Provider Agency", licensed to provide pre-hospital care services under the laws of the State of Arizona.

### Base Hospital shall:

1. Be designated and referred to as "Base Hospital" for the purpose of being identified as the regional facility with primary responsibility for medical control with respect to the services provided under its auspice.
2. Execute a written contract with an agency that employs emergency medical technicians in a prehospital setting, to be reviewed and updated yearly. The base hospital shall maintain written verification that the yearly review and update was performed.
3. Provide both administrative and on-line medical direction to the prehospital emergency medical technicians that are employed by the agency.
4. Establish a procedure to replace disposable, medical (fire only), and pharmaceutical supplies for the contracted provider agency after the patient care has been terminated by the agency.
5. Establish a provision to dispose of contaminated waste that meets federal and state regulation.
6. Base hospital agrees to investigate and resolve agency complaints about the base hospital, its procedures, the medical director, emergency physician, nurse, or other base hospital employees by referring the complaint to the Administrative Medical Director or his/her designee. Complaints about the Administrative Medical Director will be directed to the Emergency Department Medical Director.
7. Contain a provision that establishes;
  - A. Written procedures to withdraw or suspend medical direction
  - B. Written medical direction requirements for the emergency medical technicians; and
  - C. Written procedure for notifying the employing agency and the emergency medical technician of the withdrawal or suspension of medical direction.
8. Appoint an administrative medical director that meets the qualifications and responsibilities of AZDHS rules and regulations R9-25-204.
  - A.. An individual shall not act as an administrative medical director unless the individual:
    1. Is a physician; and
    2. Meets one of the following:
      - a. Has emergency medicine certification from a specialty board recognized by the Arizona Medical Board or the Arizona Board of Osteopathic Examiners in Medicine and Surgery;



- a. Monitoring and evaluating an EMT's compliance with treatment protocols, triage protocols, and communications protocols;
  - b. Monitoring and evaluation an EMT's compliance with medical recordkeeping, medical reporting, and prehospital incident history report requirements;
  - c. Monitoring and evaluating an EMT's performance as authorized by the EMT's scope of practice as identified under Article 4 & 5 of this Chapter;
  - d. Ensuring that an EMT receives ongoing education, training, or remediation necessary to promote ongoing professional competency and compliance with EMT standard or practice established in R9-25-410;
  - e. Withdrawing an EMT's administrative medical direction; and;
  - f. Reinstating an EMT's administrative medical direction; and;
5. Approve, ensure implementation of, and annually review policies and procedures for a quality assurance process to evaluate the effectiveness of the administrative medical direction provided to EMT's.
- E. An administrative medical director shall
1. Annually document that the administrative medical director has reviewed A.R.S. Title 36, Chapter 21.1 and this Chapter; and
  2. Ensure that an individual to whom the administrative medical director delegates authority to fulfill the requirements in this Section annually documents that the individual has reviewed A.R.S. Title 36, Chapter 21.1 and this Chapter.
9. Assure that all emergency physicians who provide on-line medical direction to prehospital personnel meet requirements of AZDHS regulation (R9-25-203):
  10. Have necessary communications equipment that is operational, compatible with EMSCOM system (if available in their area), located in the emergency room, has a dedicated line, with the capability of recording communication between base hospital and emergency medical personnel. Base hospital shall also have policy and procedures in place for communication notification and alternative communications. Flagstaff Medical Center will act as an alternate.
  11. Communicate as soon as it is practically possible all pertinent patient management information when a patient is to be transported to a receiving facility other than base hospital. In that event, care of the patient and direct communications, with the emergency medical technician rendering that care may be transferred to the medical control of authority of said receiving facility, if it is a hospital medical control authority. Exception to this will be a mass casualty incident.
  12. Respond to all requests for radio or telephone medical direction by emergency medical technicians of provider agency as promptly as possible in a cooperative and responsible manner.

13. Medical direction shall be consistent with NAEMS Field Treatment Protocols and with the rules and regulation of AZDHS.
14. Provide adequate structural and facility resources to allow for the training of emergency medical technicians, to include:
  - A. Process integration of information, access contact supervisor at station.
  - B. Hospital will continue to meet requirements as a training center for the re-certification of EMTs. This training center would be available for Y.R.M.C. personnel and agency personnel.
  - C. Hospital to provide space for run review. Hospital and agencies to jointly determine issues to be reviewed. The Base Hospital will provide a separate area for completion of documentation and of re-supplies for agency personnel.
15. Provide for on-line medical direction, (if applicable) to field units in remote assignments outside the jurisdiction of the fire department boundaries. (Fire only)
16. Upon arrival to the emergency center, the hospital staff will assist with the effective transfer of the patient in an orderly and timely manner.
17. Provide Base Hospital orientation to new ALS providers within a 5-day period from time of request.
18. Provide a mechanism for timely notification of potential infectious disease exposure to agencies personnel.
19. Will indemnify the Administrative Medical Director and/or any physician acting as the Administrative Medical Director, and Medical Services of Prescott Emergency Physician Group harmless for liability not directly caused by the Base Hospital.

**Provider Agency Shall:**

1. Provide an emergency vehicle staffed by basic emergency technicians twenty-four (24) hours per day, and by ALS personnel, whenever possible. Volunteer agencies that do not incorporate emergency medical technicians must have first responders available for purpose of delivering emergency care.
2. Agencies will notify the Base Hospital immediately regarding separation of ALS personnel.
3. Agency personnel will have identification with name and agency.
4. Have working communication equipment that allows base hospital medical direction communication with emergency medical technicians in the field.
5. Utilize NAEMS Field Treatment Protocols to determine patient treatment in the event of the unavailability of on-line medical direction or contact alternate base hospital.
6. Provide the administrative medical director with adequate and appropriate access to prehospital personnel and records for purposes of performance evaluation, and training.

7. When ALS skills have been instituted, the emergency medical technician with the highest skill level shall be in charge of patient care. This ALS provider will contact the Base Hospital and communicate specific components of the patient's assessment, treatment, and other pertinent information. Upon the consent of the Physician, patients may be designated BLS and transported accordingly.
8. Upon arrival to the emergency center, ALS personnel shall, in an orderly and timely manner, transfer the patient (s) to the hospital's emergency medical staff. Provider Agency personnel shall assist and cooperate in the transferring of the patient (s) into the treatment area of the emergency center, and assist with continued treatment if needed or requested by the hospital staff. The Provider Agency shall have no further duty to the patient upon completion of the transfer. Transfer shall be defined as completion of verbal and required documentation report with signature of accepting physician or nursing personnel.
9. Whenever Provider Agency personnel are performing service on the premises of Base Hospital, such personnel shall be considered independent contractors and not as agency or physician or hospital staff. Provider Agency personnel shall not be under the supervision, management, direction, or control of Base Hospital in the performance of their duties, except as provided for in this agreement.
10. That the ALS personnel assigned to the Base Hospital shall not be assigned concurrently to any other facility for administrative medical direction.
11. Provider Agency agrees to cooperate with the Base Hospital to investigate and resolve patient, physician, and nurse complaints about the agency, its procedures, and agency personnel.
12. Nothing in this Agreement shall prohibit Base hospital from entering into similar agreements with other parties.
13. Will indemnify the Administrative Medical Director and/or any physician acting as the Administrative Medical Director, and Medical Services of Prescott Emergency Physician Group harmless for liability not directly caused by the Provider Agency.

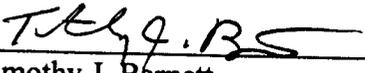
**Base Hospital and Provider Agency shall:**

1. Conduct themselves pursuant to this Agreement based on integrity, respect, and professionalism. Utilizing the five values list of YRMC; Respect, Integrity, Accountability, Commitment, and Quality.
2. Implement a process to develop and review policies and procedures that all emergency medical personnel must follow.
3. Develop a written quality improvement process in consultation with Y.R.M.C. Q.I. department.
4. Have a written process for evaluation of each EMT, to assess the EMT's clinical competency and compliance with protocols, by the Administrative Medical Director. The basis for clinical competency will be established utilizing current data relating to specific procedures within the EMT's scope of practice.
5. Participate in Pre-Hospital Committee.
6. To each maintain adequate public and professional liability insurance with a company licensed to do business in Arizona to cover personal injury and property damage caused by the acts or omissions of their respective personnel in

an amount not less than \$1,000,000.00 per occurrence. Each party shall forward to the other a certificate of such insurance, or be self-insured. Thirty days advance written notice of cancellation, non-renewal, or substantial change shall be given.

7. To comply, where applicable, with the requirement of Arizona Revised Statutes of the Rules and Regulations of the Arizona Department of Health Services in the performance of their respective functions under the agreement. Said ADHS regulations are incorporated herein by the reference.
8. To comply with Federal regulation and HIPAA requirements: Whereas the Health Insurance Portability and Accountability Act of 1996, 45 C.F.R. §§ 160, 164 ("HIPAA"), adopted by the United States Congress, requires confidentiality of protected health information received by a Covered Entity, for the purpose of this agreement both parties are considered 'Covered Entities'.
9. That this writing constitutes the entire Agreement entered into by and between the parties and supersedes any prior Agreement or understanding of the parties in this matter whether oral or written. Any modification of this Agreement shall be invalid unless stated in writing and signed by both parties.
10. That this agreement shall commence on **January 1, 2011** and shall be reviewed sixty (60) days prior to end date of **December 31, 2011** and signed by hospital and Provider Agency for renewal, and shall not be terminated unless terminated in writing by either of the parties at least thirty (30) days prior to the end of any one year period.
11. That this Agreement is executed in original and one more counterparts, any of which may be considered an original agreement if signed in original.
12. Pursuant to ARS Section 38-511, the City of Prescott may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of the City is, at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in writing, negotiating, securing, drafting or creating this Agreement on behalf of the City of Prescott from any other party to the Agreement arising as a result of the Agreement.

IN WITNESS WHEREOF, the parties have set their signature,

  
\_\_\_\_\_  
Timothy J. Barnett  
Chief Executive Officer  
Yavapai Regional Medical Center  
Base Hospital

1-3-11  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Christopher Lampe, M.D.  
EMS Administrative Medical Director  
Yavapai Regional Medical Center  
Base Hospital

1/15/10  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief  
City of Prescott Fire Department  
Provider Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Manager  
City of Prescott  
Provider Agency

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Prescott  
Provider Agency

\_\_\_\_\_  
Date

**Attest:**

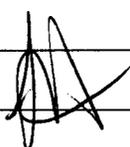
\_\_\_\_\_  
City Clerk  
City of Prescott

\_\_\_\_\_  
Date

**COUNCIL AGENDA MEMO – January 25, 2011**

**DEPARTMENT:** City Manager - Grants

**AGENDA ITEM**  
**Emergency Procurement HVAC Units WYGC 505 S. Cortez Street**

<b>Approved By:</b>	<b>Date: January 18, 2011</b>
<b>Department Head: Linda Hartmann</b>	
<b>Finance Director:</b>	
<b>Acting City Manager: Laurie Hadley</b> 	1-19-11

On January 5, 2011 West Yavapai Guidance Clinic contacted staff regarding their lack of heat in the Cortez location. Temperatures in all parts of the building with the exception of the waiting area had temperatures from 51 to 53 degrees F and the waiting area temperatures of 60 – 63 degrees. Although not life threatening, these temperatures are far below the norm, particularly when you consider the snow/weather conditions outside.

Ordinarily this would not be an issue for the City; however these units were scheduled for replacement this spring with CDBG funds. Council approved the projects on May 11, 2010 when approving the Annual Action Plan.

I discussed this with then Manager Norwood and it was determined that we proceed with emergency procurement as identified in City of Prescott Procurement Code SECTION 10(C) and present to Council for ratification.

Energy Savings Heating and Cooling was contacted and on the roof the same day. The equipment was ordered from Phoenix and on the following Tuesday the crane was brought in and work started. The installation of 3 7.5 ton Package Heat Pumps includes new sheet metal caps under each unit, crane service, sheet metal duct adapters, electric strip heaters, economizers and all labor. Total cost \$35,801.16.

This action serves in the best interest of the community.

The funds will come out of the CDBG fund allocation \$80,000 for West Yavapai Guidance Clinic.

<p><b>Recommended Action:</b> MOVE: to ratify emergency procurement of Heating Units for WYGC in the amount of \$35,801.16 using CDBG funding.</p>
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**COUNCIL AGENDA MEMO – January 25, 2011**

**DEPARTMENT:** City Manager - Grants

**AGENDA ITEM :** Approval of Contract between the City of Prescott and Energy Savings Heating and Cooling (ARRA Energy Grant)

**Approved By:**

**Date:**

**Department Head:** Linda Hartmann

**January 13, 2011**

**Finance Director:**

**Acting City Manager:** Laurie Hadley 

*1-19-11*

In September 2009 the City, as an entitlement entity received a grant (ARRA) for \$197,100 to be used for energy savings projects. It was determined that the dollars would be well spent retrofitting city facilities that have antiquated heating and cooling, insulation problems and single pane glass windows doors.

To date, the City has completed the installation of energy efficient windows and doors at City Hall, Parks and Recreation Administration Building and the Airport Terminal. Additionally insulation has been added at the Wastewater Administration Building and the Airport Terminal.

The remaining project is HVAC replacement at City Hall, Parks and Recreation Administration and Airport Terminal Building. On December the 13 the City released a request for bids. On the 20<sup>th</sup> of December there was a mandatory pre-bid conference attended by 10 companies.

On January 11, 2011 the bid opening was held at Public Works at 2:00pm. Six bids were received:

FMI Heating & Cooling Tempe, AZ	\$229,231.00
Yavapai Mechanical, PV, AZ	\$408,929.00
TDK Comfort Systems, Inc., CV, AZ	\$606,884.00
Delta BAP Phoenix, AZ	\$267,787.00
Brennan Aire, PV, AZ	\$349,083.06
<b>Energy Savings H &amp; C, Prescott, AZ</b>	<b>\$204,478.54</b>

Staff has verified the appropriate information. Energy savings has an excellent reputation within the community and their bid documents are deemed responsive to the request for bids requirements. They have submitted their credentials, bond and insurance documents and are aware of the federal requirements of the contract including Davis Bacon and other related federal laws including verification and legal status of anyone employed for this project.

Funding of this project will be as follows:	ARRA Funding	\$128,600.00
	City of Prescott Leverage Funds	75,878.54 *
	<b>Total Funds:</b>	<b>\$204,478.54</b>

\*The Leverage funds were budgeted in the City's Capital Improvement Projects in the FY11 budget.

**Recommended Action:** MOVE to approve contract between the City of Prescott and Energy Savings Heating and Cooling in an amount not to exceed \$204,478.54

<b>COUNCIL AGENDA MEMO – January 25, 2010</b>
<b>DEPARTMENT: AIRPORT</b>
<b>AGENDA ITEM:</b>  Discussion in relation to the US Department of Transportation (DOT) Essential Air Service contract (Docket #DOT-OST-1996-1899) and consideration of a letter of endorsement to the US Department of Transportation, Office of Aviation Analysis.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Benjamin Vardiman, ACE, Airport Manager</b>	<b>01-11-2011</b>
<b>Finance Director:</b>	
<b>City Manager:</b> 	1-19-11

**BACKGROUND**

Current airline service at the Prescott Municipal Airport is part of a national program called the Essential Air Service Program. The Airline Deregulation Act, passed in 1978, gave airlines almost total freedom to determine which markets to serve domestically and what fares to charge for that service. The Essential Air Service (EAS) program was put into place to guarantee that small communities that were served by certificated air carriers before deregulation maintain a minimal level of scheduled air service. The US Department of Transportation (DOT), Office of Aviation Analysis Division was tasked with implementing and managing the EAS program.

Over the past decade, Prescott has been served by two airlines under the EAS program. Mesa Airlines provided service to Phoenix from 2001 until 2005 and then again from late 2007 until they ceased operations in early 2008. Great Lakes Airlines provided service to Phoenix from 2005 to 2007 and again in 2008 after Mesa left. In 2008, Great Lakes also began providing service to Ontario, CA. This service quickly proved to be more popular than the service to Phoenix and in April of 2009 Great Lakes replaced service to Phoenix with new service to Denver, CO. Since that time, the number of passengers choosing to fly on Great Lakes Airlines out of the Prescott airport has steadily increased. Today, Prescott has two daily flights to Denver and one daily flight to Ontario provided by Great Lakes Airlines. This schedule provides for 21 weekly round trip flights between the two destinations, Denver and Ontario and is in excess of the 18 weekly round trip flight minimum specified in the current EAS contract.

The current EAS contract, managed and funded by the DOT, is set to expire April 30, 2011. In anticipation of that event the DOT issued Order 2010-11-17 on November 17<sup>th</sup> soliciting proposals from carriers interested in providing air service to Prescott for a new, two-year period beginning May 1, 2011(Docket # DOT-OST-1996-1899). Bids were due to the DOT by January 6, 2011. On January 7<sup>th</sup>, the City received a correspondence from the DOT providing copies of the proposals and seeking comment from the City no later than February 3, 2011.

**Agenda Item: Discussion of Essential Air Service**

In response to the DOT bid, two airlines submitted proposals for service to Prescott. Great Lakes Aviation (the incumbent based in Cheyenne, WY) submitted one proposal and Gulfstream International Airlines (based in Fort Lauderdale, FL) submitted one proposal with two options. The proposals are attached for your review.

A quick summary of the proposals is as follows.

	Great Lakes	Gulfstream	
		Option 1*	Option 2*
Annual Subsidy requested	\$ 1,832,233.00	\$ 1,811,889.00	\$ 1,912,739.00
MINIMUM Number of trips per week EAS	18	18	18
Number of trips per day	3	3	3
Non-Stop service to	Ontario or LAX	PHX	PHX
One Stop service to	Denver	None	None
Codeshares	United and Frontier	Continental and United	Continental and United

As can be seen from above, both companies propose a minimum of 18 weekly round trip flights and according to their websites have codeshare agreements with major US airlines. Both companies propose to provide service with a 19 passenger seat Beech 1900D turboprop aircraft.

Great Lakes Airline proposes to keep the service similar to what is in place now with service to Denver and Ontario. Great Lakes Airline's proposal also states the possibility of shifting service from Ontario, CA to LAX.

It should be noted that Gulfstream submitted two bid options. Both bid options are stated as an "all or nothing" with the other communities and both options propose service into Phoenix Sky Harbor although no terminal connection information was specified. Option 1 would require that Prescott; Kingman; Page; Show Low; Carlsbad NM; Clovis, NM; and Silver City, NM all be awarded to Gulfstream. Option 2 would require that Prescott; Kingman; Page; and Show Low all be awarded to Gulfstream.

Representatives from both Great Lakes Airlines and Gulfstream International Airlines staff will be present at the Council meeting to make a short presentation and respond to questions.

**Recommended Action: MOVE** to authorize submission of a letter to the USDOT supporting \_\_\_\_\_ Airlines to provide air service from Prescott Arizona to \_\_\_\_\_ and further authorizing the Mayor and City Staff to execute any and all related documents.

Before the United States Department of Transportation

DEPARTMENT OF  
TRANSPORTATION  
AET OPERATIONS

Washington, DC

JAN -7 A 10:31

January 6, 2011

Essential Air Service at

**KINGMAN, ARIZONA  
PAGE, ARIZONA  
PRESCOTT, ARIZONA  
SHOW LOW, ARIZONA**

**DOCKET-DOT-OST-1996-1899  
DOCKET-DOT-OST-1997-2694  
DOCKET-DOT-OST-1996-1899  
DOCKET-DOT-OST-1998-4409**

under 49 U.S.C. 41731 et.seq.

This document contains Great Lakes Aviation, Ltd.'s response to Order Requesting Proposals 2010-11-17.

Great Lakes Aviation, Ltd. is pleased to submit these proposals to provide essential air transportation at these points in Arizona.

Per the instructions in the Order, these proposals represent Great Lakes final and only proposals. Great Lakes has provided multiple hub options for service to each of these Essential Air Service points. Community hub service options can be exercised at the same subsidy per departure rate. Modifications in schedule patterns utilizing a different hub option, will be coordinated with each affected community.

These proposals are being submitted on a stand alone basis for each community.

All proposals contemplate the use of 19 seat Beech 1900D Airliner equipment.

Questions and comments may be referred to:

**Michael O. Matthews  
Great Lakes Aviation, Ltd.  
1022 Airport Parkway  
Cheyenne, WY 82001  
(307) 432-7000**

**Table of Contents:**

<b>Proposal Number</b>	<b>Service Point(s)</b>	<b>Hub(s) Served</b>	<b>Round Trips</b>	<b>Departures</b>	<b>Equipment</b>	<b>Subsidy Requirement</b>	<b>Passengers Forecast</b>	<b>Average Fare</b>
1	Page, Arizona	PHX and/or DEN, LAS	3	1,936	1900D	\$1,559,206	12,500	\$128.24
2	Page, Arizona	PHX and/or DEN, LAS	3	1,835	1900D	\$1,494,404	11,500	\$128.24
3	Prescott, Arizona	ONT, LAX and or DEN	3	1,835	1900D	\$1,832,233	14,000	\$111.47
4	Show Low, Arizona	PHX	2	1,427	1900D	\$1,396,315	7,000	\$88.15
5	Show Low, Arizona	PHX and/or DEN (1RT)	3	1,835	1900D	\$1,719,058	8,750	\$72.10
6	Kingman, Arizona	LAS or PHX	2	1,227	1900D	\$1,168,390	5,850	\$87.98

# Great Lakes Aviation, Ltd.

Annual Compensation Requirements for Essential Air Service at

Page, Arizona

1936 Departures Annually as currently supported per DOT Order 2009-8-5  
(at 98 percent completion)

Departures: 1,936

**Operating Revenues:**

Passenger: PGA 12,500 psgs at \$128.24 \$1,603,000

Other: (at 0.62% of passenger revenue) \$9,939

Total Operating Revenues: \$1,612,939

**Operating Expenses:**

Direct: Aircraft and Hull Insurance \$338,710  
Fuel and Oil \$1,140,941  
Flying Operations \$376,690  
Maintenance \$576,056

Total Direct Expenses: \$2,432,397

Total Indirect Expenses: \$588,693

Total Operating Expenses: \$3,021,090

Operating Loss (\$1,408,151)

Profit Element (5.0% of Total Operating Expenses) \$151,054

Annual Compensation Requirement: \$1,559,206

**Current published schedules should be used as sample service levels  
Phoenix ( non stop), Denver (one stop) and/or Las Vegas (non stop) will utilized for Hub Service**

**Service routings operated one stop to Denver and/or Non stop to Las Vegas would remain  
subsidy eligible as per authorities existing in DOT Order 2009-8-5**

**At Great Lakes discretion the company would operate four peak day round trip departures  
with a reduced service to two round trips per day in off peak seasonal periods  
No less than 1,936 Annual departures would be operated assuming a 98% completion factor**

# Great Lakes Aviation, Ltd.

Annual Compensation Requirements for Essential Air Service at

## Page, Arizona

1936 Departures Annually as currently supported per DOT Order 2009-8-5  
(at 98 percent completion)

Departures: 1,835

**Operating Revenues:**

Passenger: PGA 11,500 psgrs at \$128.24 \$1,474,760

Other: (at 0.62% of passenger revenue) \$9,144

**Total Operating Revenues: \$1,483,904**

**Operating Expenses:**

Direct: Aircraft and Hull Insurance \$338,710  
Fuel and Oil \$1,082,045  
Flying Operations \$356,954  
Maintenance \$545,937

**Total Direct Expenses: \$2,323,645**

**Total Indirect Expenses: \$512,838**

**Total Operating Expenses: \$2,836,483**

**Operating Loss (\$1,352,580)**

**Profit Element (5.0% of Total Operating Expenses) \$141,824**

**Annual Compensation Requirement: \$1,494,404**

**Current published schedules should be used as sample service levels  
Phoenix ( non stop), Denver (one stop) and/or Las Vegas (non stop) will utilized for Hub Service**

**Service routings operated one stop to Denver and/or Non stop to Las Vegas would remain  
subsidy eligible as per authorities existing in DOT Order 2009-8-5**

**At Great Lakes discretion the company would operate four peak day round trip departures  
with a reduced service to two round trips per day in off peak seasonal periods  
No less than 1,936 Annual departures would be operated assuming a 98% completion factor**

# Great Lakes Aviation, Ltd.

Annual Compensation Requirements for Essential Air Service at  
Prescott, Arizona  
Three Round Trips - B1900  
(at 98 percent completion)

Departures:						1,835
Operating Revenues:						
Passenger:	PRC	14,000	psgrs at	\$111.47	\$1,560,580	
Other:	(at 0.62% of passenger revenue)				\$9,676	
Total Operating Revenues:						\$1,570,256
Operating Expenses:						
Direct:	Aircraft and Hull Insurance			\$338,710		
	Fuel and Oil			\$1,224,602		
	Flying Operations			\$431,815		
	Maintenance			\$605,411		
Total Direct Expenses:						\$2,600,539
Total Indirect Expenses:						<u>\$639,927</u>
Total Operating Expenses:						\$3,240,466
Operating Loss						(\$1,670,210)
Profit Element (5.0% of Total Operating Expenses)						\$162,023
Annual Compensation Requirement:						\$1,832,233

Current published schedules should be used as sample service levels  
Ontario or Los Angeles (non stop), and/or Denver (one stop) will be utilized for Hub Services

# Great Lakes Aviation, Ltd.

Annual Compensation Requirements for Essential Air Service at

## Show Low, Arizona

1427 Departures Annually as currently supported per DOT Order 2009-8-5  
(at 98 percent completion)

Departures: 1,427

**Operating Revenues:**

Passenger: SOW 7,000 psgrs at \$88.15 \$617,050

Other: (at 0.62% of passenger revenue) \$3,826

**Total Operating Revenues: \$620,876**

**Operating Expenses:**

Direct: Aircraft and Hull Insurance \$338,710  
Fuel and Oil \$585,924  
Flying Operations \$186,133  
Maintenance \$351,894

**Total Direct Expenses: \$1,462,661**

**Total Indirect Expenses: \$458,473**

**Total Operating Expenses: \$1,921,134**

**Operating Loss (\$1,300,258)**

**Profit Element (5.0% of Total Operating Expenses) \$96,057**

**Annual Compensation Requirement: \$1,396,315**

**Current published schedules should be used as sample service levels**

**At Great Lakes discretion the company would operate four peak day round trip departures  
with a reduced service to two round trips per day in off peak seasonal periods  
No less than 1,427 Annual departures would be operated assuming a 98% completion factor**

# Great Lakes Aviation, Ltd.

Annual Compensation Requirements for Essential Air Service at  
Show Low, Arizona  
Three Round Trips - B1900  
(at 98 percent completion)

Departures: 1,835

**Operating Revenues:**

Passenger: SOW 8,750 psgrs at \$72.10 \$630,875

Other: (at 0.62% of passenger revenue) \$3,911

**Total Operating Revenues: \$634,786**

**Operating Expenses:**

Direct: Aircraft and Hull Insurance \$338,710  
Fuel and Oil \$750,017  
Flying Operations \$208,251  
Maintenance \$427,798

**Total Direct Expenses: \$1,724,776**

**Total Indirect Expenses: \$516,981**

**Total Operating Expenses: \$2,241,757**

**Operating Loss (\$1,606,970)**

**Profit Element (5.0% of Total Operating Expenses) \$112,088**

**Annual Compensation Requirement: \$1,719,058**

**Current published two round trip schedules should be used as sample service level plus a third trip to either its current Phoenix Hub (non stop) and/or Denver (one stop alternate Hub)**

**At Great Lakes discretion the company would operate four peak day round trip departures with a reduced service to two round trips per day in off peak seasonal periods  
No less than 1,837 Annual departures would be operated assuming a 98% completion factor**

# Great Lakes Aviation, Ltd.

Annual Compensation Requirements for Essential Air Service at  
Kingman, Arizona  
Two Round Trips - B1900  
(at 98 percent completion)

Departures: 1,227

Operating Revenues:

Passenger: IGM 5,850 psgrs at \$87.98 \$514,683

Other: (at 0.62% of passenger revenue) \$3,191

Total Operating Revenues: \$517,874

Operating Expenses:

Direct: Aircraft and Hull Insurance \$338,710  
Fuel and Oil \$418,697  
Flying Operations \$139,175  
Maintenance \$285,993

Total Direct Expenses: \$1,182,575

Total Indirect Expenses: \$423,391

Total Operating Expenses: \$1,605,966

Operating Loss (\$1,088,092)

Profit Element (5.0% of Total Operating Expenses) \$80,298

Annual Compensation Requirement: \$1,168,390

Current published two round trip Las Vegas Hub schedules can be used as a sample service level

As a same rate alternative, Great Lakes would offer a non stop Phoenix Hub service pattern

BEFORE THE  
DEPARTMENT OF TRANSPORTATION  
WASHINGTON, D.C.

DEPARTMENT OF  
TRANSPORTATION  
AET OPERATIONS

APR 11 1996 10:05

Essential Air Service at

KINGMAN, ARIZONA  
PAGE, ARIZONA  
PRESCOTT, ARIZONA  
SHOW LOW, ARIZONA  
CARLSBAD, NEW MEXICO  
CLOVIS, NEW MEXICO  
SILVER CITY, NEW MEXICO

)  
)  
)  
) OST-1996-1899  
) OST-1997-2694 ✓  
) OST-1996-1899 ✓  
) OST-1998-4409 ✓  
) OST-2002-12802 ✓  
) OST-1996-1902 ✓  
) OST-1996-1903 ✓  
)  
)

Under 49 U.S.C. §41731 *et seq.*

**GULFSTREAM INTERNATIONAL AIRLINES PROPOSAL**  
**TO PROVIDE SUBSIDIZED AIR SERVICE AT**  
**KINGMAN, ARIZONA; PAGE, ARIZONA; PRESCOTT, ARIZONA; SHOW**  
**LOW, ARIZONA; CARLSBAD, NEW MEXICO; CLOVIS, NEW MEXICO AND**  
**SILVER CITY, NEW MEXICO**

Correspondence with regard to this document should be addressed to:

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Gulfstream International Airlines ("Gulfstream") cordially submits its proposals to provide subsidized air service to the cities of Kingman, AZ; Page, AZ; Prescott, AZ; Show Low, AZ; Carlsbad, NM; Clovis, NM and Silver City, NM. Gulfstream hereby offers two options for service.

Under Option 1, Gulfstream proposes to operate flights under its independent Gulfstream International Airlines identity to the hub airports of Phoenix, Arizona and Albuquerque, NM. Gulfstream has maintained interline ticketing and baggage agreements with most legacy carriers and will schedule its flights to maximize connecting opportunities. Gulfstream contends that reasonable local fares will stimulate demand and the variety of destinations available from both Albuquerque and Phoenix will allow these markets to grow. Gulfstream flights will be available for sale through all major reservation portals and we will maintain our own web based booking site as well as a reservation call center.

In compliance with Public Law 100-223, Gulfstream proposes to operate these flights using Beech 1900D turboprops that are pressurized and accommodate 19 passengers. The 1900D features stand up headroom with ample cargo capacity to accommodate even bulky military duffel bags.

One of the hallmarks of the Gulfstream operation is our ability to provide safe and reliable transportation. Toward this end, Gulfstream will establish a regional maintenance base in the Southwest region in support of these flights. This move will add roughly 20 technical support jobs to the local economy. Additionally this proposal includes an aircraft that would be a dedicated spare. With this spare located in Phoenix, we would have great flexibility in responding to any operational challenges and assures these communities receive the level of operational performance they deserve. Gulfstream is committed to building its presence in the southwest and the establishment of these basic bits of infrastructure will provide a solid and reliable base for the future.

**Service Option 1**      **All or nothing proposal** to all seven aforementioned cities consisting of:  
 24 Weekly frequencies between Kingman, AZ and Phoenix, AZ (all one-stop via Prescott, AZ)  
 36 Weekly frequencies between Page, AZ and Phoenix, AZ  
 36 Weekly frequencies between Prescott, AZ and Phoenix, AZ  
 36 Weekly frequencies between Show Low, AZ and Phoenix, AZ  
 24 Weekly frequencies between Carlsbad, NM and Albuquerque, NM  
 36 Weekly frequencies between Clovis, NM and Albuquerque, NM  
 12 Weekly frequencies between Silver City, NM and Albuquerque, NM  
 12 Weekly frequencies between Silver City, NM and Phoenix, AZ

Gulfstream proposes to operate these flights under its own independent marketing identity. The timing of these flights will be optimized for connections to and from other airline flights at both Albuquerque and Phoenix. Gulfstream proposes to encourage connecting traffic by using a simplified local fee structure whereby passengers connecting to or from other airline flights would pay only the low, local fare in addition to the low fares already a feature at both Albuquerque and Phoenix. The basic service pattern would consist of three roundtrips each service day from Page, Prescott and Show Low to Phoenix as well as two roundtrips each service day from Kingman to Phoenix operating one-stop via Prescott. Gulfstream feels that access to the state capitol in Phoenix will provide the stimulus needed to increase Kingman ridership to the point that service viability will no longer be an issue.

For the New Mexico cities the basic service pattern would consist of two roundtrips to Albuquerque each service day for Carlsbad and three roundtrips each service day for Clovis to Albuquerque. Silver City is unique in that a single roundtrip would operate each service day to Albuquerque and a single roundtrip would also operate each service day to Phoenix. Silver City functions as a logistical bridge that ties the Phoenix and Albuquerque operations together. The city benefits in that it will have the ability to offer two distinct destinations each service day.

**Gulfstream Airlines  
 Sample Flight Schedule**

**Service Option 1**

FROM STA	TO STA	DEP TIME	ARR TIME	FLT NUM	EQUIP	FREQ	STOP
KINGMAN	PHOENIX	0610	0740	2601	BE1	X67	1
KINGMAN	PHOENIX	1045	1215	2602	BE1	67 Only	1
KINGMAN	PHOENIX	1715	1845	2603	BE1	X67	1
PHOENIX	KINGMAN	0900	1030	2602	BE1	6 Only	1
PHOENIX	KINGMAN	1530	1700	2604	BE1	X67	1
PHOENIX	KINGMAN	1935	2205	2606	BE1	X6	1

FROM STA	TO STA	DEP TIME	ARR TIME	FLT NUM	EQUIP	FREQ	STOP
PAGE	PHOENIX	0630	0745	2501	BE1	X7	0
PAGE	PHOENIX	1200	1315	2502	BE1	X6	0
PAGE	PHOENIX	1515	1630	2503	BE1	X6	0
PHOENIX	PAGE	1030	1145	2502	BE1	X67	0
PHOENIX	PAGE	1345	1500	2503	BE1	X6	0
PHOENIX	PAGE	1530	1645	2503	BE1	6 Only	0
PHOENIX	PAGE	1930	2045	2504	BE1	X6	0

FROM STA	TO STA	DEP TIME	ARR TIME	FLT NUM	EQUIP	FREQ	STOP
PRESCOTT	PHOENIX	0700	0740	2601	BE1	X67	0
PRESCOTT	PHOENIX	1135	1215	2602	BE1	Daily	0
PRESCOTT	PHOENIX	1805	1845	2603	BE1	X6	0
PHOENIX	PRESCOTT	0900	0940	2602	BE1	X7	0
PHOENIX	PRESCOTT	1530	1610	2604	BE1	X6	0
PHOENIX	PRESCOTT	1935	2015	2606	BE1	X6	0

FROM STA	TO STA	DEP TIME	ARR TIME	FLT NUM	EQUIP	FREQ	STOP
SHOW LOW	PHOENIX	0915	1000	2702	BE1	X67	0
SHOW LOW	PHOENIX	1400	1445	2704	BE1	Daily	0
SHOW LOW	PHOENIX	1800	1845	2706	BE1	X6	0
PHOENIX	SHOW LOW	0815	0900	2701	BE1	X67	0
PHOENIX	SHOW LOW	1300	1345	2703	BE1	Daily	0
PHOENIX	SHOW LOW	1700	1745	2705	BE1	X6	0

FROM STA	TO STA	DEP TIME	ARR TIME	FLT NUM	EQUIP	FREQ	STOP
CARLSBAD	ALBUQUERQUE	0600	0715	2801	BE1	X7	0
CARLSBAD	ALBUQUERQUE	1230	1345	2803	BE1	X6	0
ALBUQUERQUE	CARLSBAD	1100	1215	2802	BE1	X7	0
ALBUQUERQUE	CARLSBAD	1730	1845	2804	BE1	X6	0

FROM STA	TO STA	DEP TIME	ARR TIME	FLT NUM	EQUIP	FREQ	STOP
CLOVIS	ALBUQUERQUE	0600	0705	2901	BE1	X7	0
CLOVIS	ALBUQUERQUE	0925	1030	2903	BE1	X7	0
CLOVIS	ALBUQUERQUE	1600	1705	2905	BE1	X6	0

ALBUQUERQUE	CLOVIS	0800	0905	2802	BE1	X7	0
ALBUQUERQUE	CLOVIS	1430	1535	2804	BE1	X6	0
ALBUQUERQUE	CLOVIS	1725	1830	2804	BE1	X6	0

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FROM STA	TO STA	DEP TIME	ARR TIME	FLT NUM	EQUIP	FREQ	STOP
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SILVER CITY	ALBUQUERQUE	1600	1655	2907	BE1	X6	0
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ALBUQUERQUE	SILVER CITY	0735	0830	2906	BE1	X7	0
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FROM STA	TO STA	DEP TIME	ARR TIME	FLT NUM	EQUIP	FREQ	STOP
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SILVER CITY	PHOENIX	0845	1000	2906	BE1	X7	0
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PHOENIX	SILVER CITY	1430	1545	2907	BE1	X6	0
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**(Note: This Schedule is for illustrative purposes and may not reflect the final published product)**

**GULFSTREAM INTERNATIONAL AIRLINES**

**Essential Air Service Proposal To Provide Service at:**

**Kingman, Page, Prescott, Show Low, Arizona and**

**Carlsbad, Clovis and Silver City, New Mexico**

	<b>Option 1</b>	<b>Option 1</b>	<b>Option 1</b>	<b>Option 1</b>	<b>Option 1</b>
	<b>Prescott</b>	<b>Kingman</b>	<b>Page</b>	<b>Show Low</b>	<b>Carlsbad</b>
	<b>Phoenix</b>	<b>Phoenix</b>	<b>Phoenix</b>	<b>Phoenix</b>	<b>Albuquerque</b>
<b>Hub Served</b>					
<b>Number of Roundtrips per Service Day</b>	3	2	3	3	2
	<b>Non-Stop</b>	<b>One Stop Via PRC</b>	<b>Non-Stop</b>	<b>Non-Stop</b>	<b>Non-Stop</b>
	<b>(18rt/week)</b>	<b>(12rt/week)</b>	<b>(18rt/week)</b>	<b>(18rt/week)</b>	<b>(12rt/week)</b>
<b>Operating Statistics</b>					
<b>Assumed Completion %</b>	98%	98%	98%	98%	98%
<b>Annual Adjusted Block Hours</b>	1,226.40	715.40	2,299.51	1,379.70	0.98
<b>Annual Adjusted Departures</b>	1,839.61	1,226.40	1,839.61	1,839.61	1,226.40
<b>Annual Adjusted ASMs</b>	3,040,867	2,236,960	8,493,456	4,508,872	5,359,383
<b>Annual RPMs</b>	1,367,683	307,247	2,890,242	1,224,231	1,411,004
<b>Projected Load Factor</b>	45.0%	13.7%	34.0%	27.2%	26.3%
<b>Revenue Projections</b>					
<b>Enplaned Passengers</b>	12,520	3,200	11,894	9,490	6,135
<b>Mileage (Average as Operated)</b>	87	96	243	129	230
<b>Average Fare</b>	\$ 46.25	\$ 91.58	\$ 91.58	\$ 46.25	\$ 91.58
<b>Passenger Revenue</b>	\$ 579,050	\$ 293,085	\$ 1,089,193	\$ 438,920	\$ 561,794
<b>Expense Projections</b>					
<b>Flight Operations</b>	\$186,591	\$108,845	\$349,859	\$209,915	\$217,690
<b>Ownership</b>	\$148,135	\$82,461	\$265,052	\$152,257	\$197,188
<b>Maintenance</b>	\$371,690	\$247,794	\$892,057	\$468,330	\$545,146
<b>Reservations, Stations &amp; Administration</b>	\$1,049,579	\$140,152	\$919,577	\$799,498	\$634,054
<b>Fuel</b>	\$515,089	\$300,469	\$965,793	\$579,476	\$600,938
<b>Marketing</b>	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
<b>Total Annual Expenses</b>	\$2,277,085	\$885,720	\$3,398,337	\$2,215,476	\$2,201,015
<b>Projected Profit / (Loss)</b>	(\$1,698,035)	(\$592,635)	(\$2,309,144)	(\$1,776,556)	(\$1,639,221)
<b>Profit Element</b>	\$113,854	\$44,286	\$169,917	\$110,774	\$110,051
<b>Annual Subsidy Required</b>	\$1,811,889	\$636,921	\$2,479,060	\$1,887,330	\$1,749,372
<b>Subsidy per Departure</b>	\$984.93	\$519.34	\$1,347.60	\$1,025.94	\$1,426.34
<b>Subsidy per Passenger</b>	\$144.72	\$199.01	\$208.43	\$198.87	\$285.14

	Option 1	Option 1	Option 1	Option 1
	<u>Clovis</u>	<u>Silver City</u>	<u>Silver City</u>	<u>System Total</u>
Hub Served	Albuquerque	Albuquerque	Phoenix	Southwest
Number of Roundtrips per Service Day	3	1	1	
	Non-Stop	Non-Stop	Non-Stop	
	(18rt/week)	(6rt/week)	(6rt/week)	
<b><u>Operating Statistics</u></b>				
Assumed Completion %	98%	98%	98%	98%
Annual Adjusted Block Hours	1,992.91	562.10	715.40	8,892.40
Annual Adjusted Departures	1,839.61	613.20	613.20	11,837.63
Annual Adjusted ASMs	7,165,262	2,190,356	2,679,691	35,674,847.34
Annual RPMs	872,644	294,220	374,348	8,741,619.82
Projected Load Factor	12.2%	13.4%	14.0%	24.5%
<b><u>Revenue Projections</u></b>				
Enplaned Passengers	4,257	1,565	1,628	58,689
Mileage (Average as Operated)	205	188	230	178
Average Fare	\$ 91.58	\$ 91.58	\$ 91.58	\$ 71.89
Passenger Revenue	\$ 389,816	\$ 143,315	\$ 149,047	\$ 3,644,221
<b><u>Expense Projections</u></b>				
Flight Operations	\$303,211	\$85,521	\$108,845	\$ 1,878,476
Ownership	\$274,655	\$77,467	\$98,594	\$ 1,295,888
Maintenance	\$743,381	\$198,235	\$272,573	\$ 3,739,286
Reservations, Stations & Administration	\$738,531	\$275,346	\$285,860	\$ 4,842,597
Fuel	\$837,020	\$236,083	\$300,469	\$ 4,335,336
Marketing	\$6,000	\$3,000	\$3,000	\$ 42,888
<b>Total Annual Expenses</b>	<b>\$2,902,798</b>	<b>\$875,651</b>	<b>\$1,069,341</b>	<b>\$ 15,825,423</b>
Projected Profit / (Loss)	(\$2,512,982)	(\$732,336)	(\$920,293)	\$ (12,181,202)
Profit Element	\$145,140	\$43,783	\$53,467	\$ 791,371
<b>Annual Subsidy Required</b>	<b>\$2,668,122</b>	<b>\$776,119</b>	<b>\$873,760</b>	<b>\$ 12,972,473</b>
Subsidy per Departure	\$1,444.94	\$1,265.68	\$1,587.99	\$1,175.38
Subsidy per Passenger	\$624.44	\$495.92	\$598.28	\$295.92

**Service Option 2****All or nothing proposal for the Four Arizona cities ONLY:****24 Weekly frequencies between Kingman, AZ and Phoenix, AZ (all one-stop via Prescott, AZ)****36 Weekly frequencies between Page, AZ and Phoenix, AZ****36 Weekly frequencies between Prescott, AZ and Phoenix, AZ****36 Weekly frequencies between Show Low, AZ and Phoenix, AZ**

Gulfstream proposes to operate these flights under its own independent marketing identity. The timing of these flights will be optimized for connections to and from other airline flights at Phoenix. Gulfstream proposes to encourage connecting traffic by using a simplified local fee structure whereby passengers connecting to or from other airline flights would pay only the low, local fare in addition to the low fares already a feature at Phoenix. The basic service pattern would consist of three roundtrips each service day from Page, Prescott and Show Low to Phoenix as well as two roundtrips each service day from Kingman to Phoenix operating one-stop via Prescott. Gulfstream feels that access to the state capitol in Phoenix will provide the stimulus needed to increase Kingman ridership to the point that service viability will no longer be an issue.

**Gulfstream Airlines  
Sample Flight Schedule**

**Service Option 1**

FROM STA	TO STA	DEP TIME	ARR TIME	FLT NUM	EQUIP	FREQ	STOP
KINGMAN	PHOENIX	0610	0740	2601	BE1	X67	1
KINGMAN	PHOENIX	1045	1215	2602	BE1	67 Only	1
KINGMAN	PHOENIX	1715	1845	2603	BE1	X67	1
PHOENIX	KINGMAN	0900	1030	2602	BE1	6 Only	1
PHOENIX	KINGMAN	1530	1700	2604	BE1	X67	1
PHOENIX	KINGMAN	1935	2205	2606	BE1	X6	1

FROM STA	TO STA	DEP TIME	ARR TIME	FLT NUM	EQUIP	FREQ	STOP
PAGE	PHOENIX	0630	0745	2501	BE1	X7	0
PAGE	PHOENIX	1200	1315	2502	BE1	X6	0
PAGE	PHOENIX	1515	1630	2503	BE1	X6	0
PHOENIX	PAGE	1030	1145	2502	BE1	X67	0
PHOENIX	PAGE	1345	1500	2503	BE1	X6	0
PHOENIX	PAGE	1530	1645	2503	BE1	6 Only	0
PHOENIX	PAGE	1930	2045	2504	BE1	X6	0

FROM STA	TO STA	DEP TIME	ARR TIME	FLT NUM	EQUIP	FREQ	STOP
PRESCOTT	PHOENIX	0700	0740	2601	BE1	X67	0
PRESCOTT	PHOENIX	1135	1215	2602	BE1	Daily	0
PRESCOTT	PHOENIX	1805	1845	2603	BE1	X6	0
PHOENIX	PRESCOTT	0900	0940	2602	BE1	X7	0
PHOENIX	PRESCOTT	1530	1610	2604	BE1	X6	0
PHOENIX	PRESCOTT	1935	2015	2606	BE1	X6	0

<b>FROM STA</b>	<b>TO STA</b>	<b>DEP TIME</b>	<b>ARR TIME</b>	<b>FLT NUM</b>	<b>EQUIP</b>	<b>FREQ</b>	<b>STOP</b>
<b>SHOW LOW</b>	<b>PHOENIX</b>	<b>0915</b>	<b>1000</b>	<b>2702</b>	<b>BE1</b>	<b>X67</b>	<b>0</b>
<b>SHOW LOW</b>	<b>PHOENIX</b>	<b>1400</b>	<b>1445</b>	<b>2704</b>	<b>BE1</b>	<b>Daily</b>	<b>0</b>
<b>SHOW LOW</b>	<b>PHOENIX</b>	<b>1800</b>	<b>1845</b>	<b>2706</b>	<b>BE1</b>	<b>X6</b>	<b>0</b>
<b>PHOENIX</b>	<b>SHOW LOW</b>	<b>0815</b>	<b>0900</b>	<b>2701</b>	<b>BE1</b>	<b>X67</b>	<b>0</b>
<b>PHOENIX</b>	<b>SHOW LOW</b>	<b>1300</b>	<b>1345</b>	<b>2703</b>	<b>BE1</b>	<b>Daily</b>	<b>0</b>
<b>PHOENIX</b>	<b>SHOW LOW</b>	<b>1700</b>	<b>1745</b>	<b>2705</b>	<b>BE1</b>	<b>X6</b>	<b>0</b>

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**GULFSTREAM INTERNATIONAL AIRLINES**  
**Essential Air Service Proposal To Provide Service at:**  
**Kingman, Page, Prescott and Show Low, Arizona**

	Option 2	Option 2	Option 2	Option 1	Option 2	Option 2
	Prescott	Kingman	Page	Gladwin	Show Low	System Total
	Phoenix	Phoenix	Phoenix	Billings	Phoenix	Phoenix
Hub Served						
Number of Roundtrips per Service Day	3	2	3		3	
	Non-Stop	One Stop Via PRC (12rt/week)	Non-Stop	One Stop Via MLS (12rt/week)	Non-Stop (18rt/week)	
<b>Operating Statistics</b>	(18rt/week)	(12rt/week)	(18rt/week)	(12rt/week)	(18rt/week)	
Assumed Completion %	98%	98%	98%		98%	98%
Annual Adjusted Block Hours	1,226.40	715.40	2,299.51		1,379.70	5,621.02
Annual Adjusted Departures	1,839.61	1,226.40	1,839.61		1,839.61	6,745.22
Annual Adjusted ASMs	3,040,867	2,236,960	8,493,456		4,508,872	18,280,135
Annual RPMs	1,386,820	328,365	2,890,242		1,296,425	5,901,852
Projected Load Factor	45.6%	14.7%	34.0%		28.8%	32.3%
<b>Revenue Projections</b>						
Enplaned Passengers	12,520	3,420	11,894		10,050	37,884
Mileage (Average as Operated)	87	96	243		129	143
Average Fare	\$ 46.25	\$ 91.58	\$ 91.58		\$ 46.25	\$ 64.57
<b>Passenger Revenue</b>	\$ 579,050	\$ 313,229	\$ 1,089,193		\$ 464,803	\$ 2,446,275
<b>Expense Projections</b>						
Flight Operations	\$162,532	\$94,810	\$304,747		\$182,848	\$ 744,938
Ownership	\$148,135	\$82,461	\$265,052		\$152,257	\$ 647,904
Maintenance	\$472,279	\$314,853	\$1,133,469		\$595,071	\$ 2,515,672
Reservations, Stations & Administration	\$1,069,098	\$147,565	\$945,084		\$831,409	\$ 2,993,156
Fuel	\$515,089	\$300,469	\$965,793		\$579,476	\$ 2,360,826
Marketing	\$6,000	\$6,000	\$6,000		\$6,000	\$ 24,000
<b>Total Annual Expenses</b>	\$2,373,133	\$946,158	\$3,620,145		\$2,347,062	\$ 9,286,498
<b>Projected Profit / (Loss)</b>	(\$1,794,083)	(\$632,929)	(\$2,530,952)		(\$1,882,259)	\$ (6,840,223)
<b>Profit Element</b>	\$118,657	\$47,308	\$181,007		\$117,353	\$ 464,325
<b>Annual Subsidy Required</b>	\$1,912,739	\$600,236	\$2,711,939		\$1,999,612	\$ 7,384,847
Subsidy per Departure	\$1,039.76	\$554.66	\$1,474.21		\$1,086.98	\$1,082.92
Subsidy per Passenger	\$152.77	\$198.87	\$228.01		\$198.97	\$192.81

In conclusion, Gulfstream believes this set of proposals will provide these southwestern cities with superior air service options. We feel the passengers will benefit from the fact that both Albuquerque and Phoenix are primary logistical and business centers with Phoenix serving as a hub for a major legacy carrier. Gulfstream will provide this service on stand up, pressurized airliners and the infrastructure we will establish in support of this operation will add jobs to the local economy. Additionally the integrity of service that has been a hallmark of the Gulfstream operation will assure both dependability and reliability to the traveling public and result in increased ridership and passenger satisfaction.

Respectfully Submitted: January 6, 2011

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Mickey Bowman  
Vice President of Corporate Development  
Gulfstream International Airlines

**COUNCIL AGENDA MEMO – January 25, 2011**

**DEPARTMENT: AIRPORT**

**AGENDA ITEM:**  
**Authorization to increase of funds in FAA grant # 3-04-0030-031-2010 in an amount not to exceed \$16,679 Federal share and ADOT grant # ADOT MPD Grant E1F20 in an amount not to exceed \$439 ADOT share (total City share \$439) for additional costs associated with the Airport Pavement Preservation and Markings Project.**

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Benjamin Vardiman, ACE, Airport Manager</b>	<b>January 13, 2011</b>
<b>Finance Director:</b>	
<b>City Manager:</b> 	

Summary

This is a request to authorize staff to request and accept an increase in grant funding for the Taxiway Charlie pavement preservation and airport markings project.

Background

In the middle of project construction, the FAA changed the standard which must be met for the paint markings. As a result, additional materials were acquired with the approval of the FAA and ADOT. Staff now seeks an increase in the grants per the terms of the grant agreements to cover the costs of the additional materials. The FAA allows for up to a 15% increase in the grant and ADOT also allows for an increase in the grant. Additionally, staff is also going to seek reimbursement of the design costs of the project. The total cost of the design was \$11,310 and the FAA will reimburse 95% (\$10,745), ADOT will reimburse 2.5% (\$283.00) and the City will be responsible for the remaining 2.5% (\$282.00)

Financial

The total grant increase is \$17,117.57 and is 95% grant funded (\$16,678.66) by the FAA, 2.5 % grant funded (\$438.91) by ADOT Aeronautics Division. The City matching portion to this grant increase is \$438.91 (2.5% of the project).

**Recommended Action: MOVE** to authorize staff to seek and accept an increase of funds in FAA grant # 3-04-0030-031-2010 in an amount not to exceed \$16,679 Federal share and ADOT grant # ADOT MPD Grant E1F20 in an amount not to exceed \$439 ADOT share for additional costs associated with the Airport Pavement Preservation and Markings Project and further authorizing the Mayor and City staff to execute any and all related documents.

<b>COUNCIL AGENDA MEMO – January 25, 2011</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Adoption of Ordinance No. 4778-1129 authorizing purchase and acceptance of real property from Dillahunty Living Trust, W.D. Dillahunty Trustee, for right-of-way for the Williamson Valley Road Improvement Project

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Laurie Hadley 	1-19-11

**Item Summary**

Approval of this item will acquire rights-of-way necessary for the Williamson Valley Road Improvement Project. Upon approval of the ordinance and associated closing, (3) three parcels remain to be acquired. The ordinance contains the emergency clause to expedite escrow and closing on this parcel.

**Background**

Reconstruction of Williamson Valley Road was budgeted for construction in Fiscal Year 2011. Exhibit "A" (attached) provides a summary of this acquisition, involving one (1) parcel of real property, identifying the property owner, address, assessors parcel number, areas and type of acquisitions, compensation (including where applicable real property improvements and severance) and other terms and conditions for each acquisition. The agreement amount is based on appraisal or competitive market data provided by Michael Wolf Real Estate Appraisal Services, State Certified Appraiser, the appraisal firm retained by the City for this project. Copies of the actual agreements are available in the City Clerk's Office; compensation worksheets are on file at the Public Works office.

**Budget**

The FY 11 Streets Capital Improvement Program includes \$6,008,215.00 for the Williamson Valley Road Project (Account No. 2155400-8925-09528 for right-of-way; source – One Cent Sales Tax for Streets and Open Space). The total amount required for this acquisition is in the amount of \$9,386.00, listed on Exhibit "A", plus closing costs estimated between \$200 and \$1000.00. The actual closing costs will determine the final amount of the transaction.

- Attachments**
- Exhibit "A" summary of acquisition
  - Location Map
  - Ordinance No. 4778-1129

<b>Recommended Action:</b> MOVE to adopt Ordinance No. 4778-1129.
---

**ORDINANCE NO. 4778-1129**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERTIES, EASEMENTS AND IMPROVEMENTS FROM DILLAHUNTY LIVING TRUST, W.D. DILLAHUNTY TRUSTEE FOR THE WIDENING OF WILLIAMSON VALLEY ROAD, AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL NECESSARY STEPS TO EFFECTUATE SAID PURCHASES, DEDICATION, AND DECLARING AN EMERGENCY**

**RECITALS:**

WHEREAS, the City Council has determined that certain real properties, easements and improvements are needed by the City for the widening of Williamson Valley Road; and

WHEREAS, the proposed purchase prices of the following described properties, easements and improvements are deemed to be fair and equitable and will benefit the City of Prescott.

WHEREAS, the purchase of these certain real properties, easements and improvements is for the public's health, safety, and welfare.

**ENACTMENTS:**

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

SECTION 1. THAT the City Council hereby accepts the offer to purchase that certain real property more particularly described in a certain Agreement for Sale of Real Property dated November 20, 2010, from Dillahunty Living Trust, W.D. Dillahunty Trustee, which property consist of: (1) real property as described in Exhibits A and B thereto; located in APN 115-01-056 (2010), and the City agrees to purchase said property from Dillahunty Living Trust pursuant to the terms and conditions as set forth therein, for the purchase price of \$9,386.00 plus closing costs,

SECTION 2. THAT, an EMERGENCY is hereby declared to exist and THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, ADOPTION AND APPROVAL BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 25<sup>th</sup> day of January, 2011.

\_\_\_\_\_  
MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ELIZABETH A. BURKE, City Clerk

\_\_\_\_\_  
GARY D. KIDD, City Attorney

**EXHIBIT 'A'**  
**115-01-065**  
**RIGHT OF WAY ACQUISITION**

A portion of Lot 23, of SHADOW VALLEY ESTATES, according to the plat of record found in Book 29 of Maps and Plats, Page 62, in the office of the Yavapai County Recorder's Office, Yavapai County, Arizona, more particularly described as follows:

The East 17.00 feet of said Lot 23.

Containing 3,096.7 square feet more or less.



**EXPIRES**  
**3/31/2011**

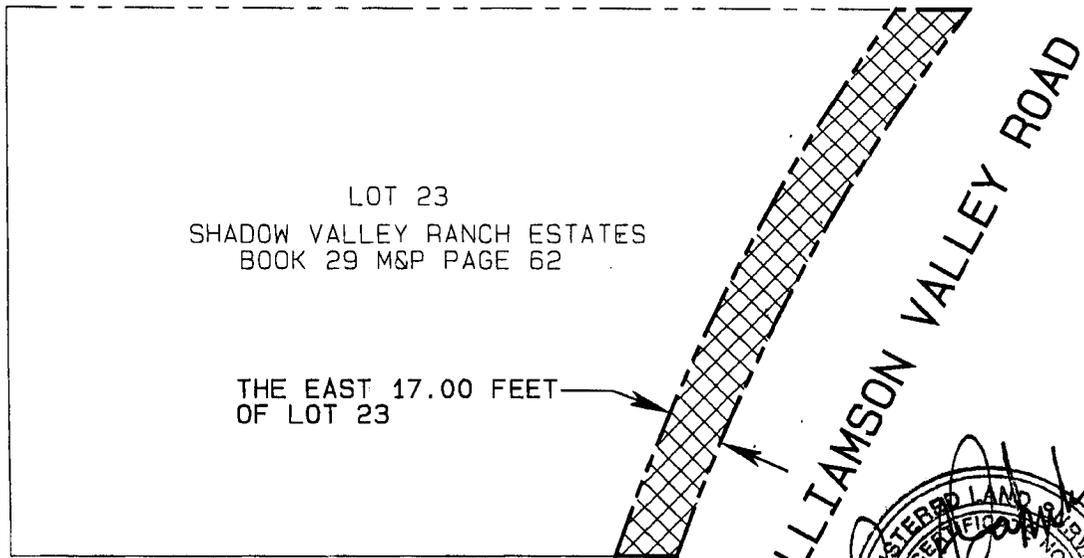
# EXHIBIT 'B'

115-01-065

RIGHT-OF-WAY



SHADOW VALLEY RANCH ROAD



LOT 23  
SHADOW VALLEY RANCH ESTATES  
BOOK 29 MSP PAGE 62

THE EAST 17.00 FEET  
OF LOT 23

WILLIAMSON VALLEY ROAD



EXPIRES  
5/31/2011

RIGHT-OF-WAY = 3,096.7 sq. ft

**Williamson Valley Road Rights-of-Way  
Acquisition Summary  
January 25, 2011**

Owner Name	Property Address	Assessor Parcel No	Acquisition ROW / Easements	Compensation	Other Terms and Conditions
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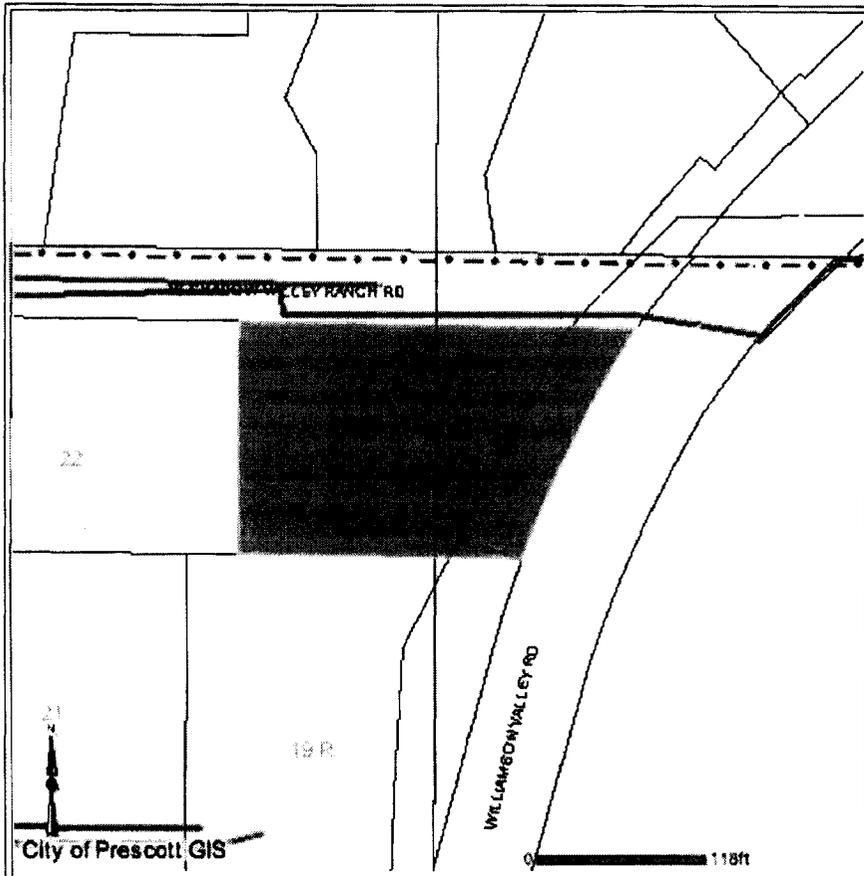
Dillahunty Living Trust W.D. Dillahunty Trustee	2015 Shadow Valley Ranch Prescott, AZ. 86305	115-01-065	RAW= 3,130 SF	\$9,386.00	Includes loss of Landscaping
--	---	------------	---------------	------------	------------------------------

Total

- SF = Square Feet
- RAW = Right-of-Way
- Drn Esmt = Drainage Easement
- Slp Esmt = Slope Easement
- TCE = Temporary Construction Easement
- SE = Sewer Easement
- QC = Quit Claim

Total

\$9,386.00



**Legend**

- Highlighted Feature
- Selected Features**
- Parcels
- Waterlines**
- Waterline: As Built Available
- Waterline: No As Built
- Sewerlines**
- Sewerline: No As Built
- Sewerline: As Built Available
- Streams**
- Streams
- Q3 Flood Data**
- Flood Zone A
- In FloodWay
- Area Not Mapped
- Undetermined
- X
- Flood Zone B

**Parcels**

Record #:	Zoom to Feature
PARCEL NUMBER :	115-01-065
SITE ADDRESS :	2015 W SHADOW VALLEY RANCH RD
OWNER NAME :	DILLAHUNTY LIVING TRUST
GEODATA.ADMIN.PARCELS.address :	2015 SHADOW VALLEY RANCH RD
SUBDIVISION NAME :	SHADOW VALLEY ESTATES
USE OF PROPERTY :	SFR GRADE 010-4 URBAN SUBDIVIDED
USE TYPE :	Res

<b>COUNCIL AGENDA MEMO – January 25, 2011</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Approve payment to Yavapai County for costs associated with engineering and construction of the Prescott Lakes Parkway Roundabout at the new County Juvenile Detention Facility and intersection of Sundog Connector

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Laurie Hadley 	1-19-11

**Item Summary**

This item is to approve payment of \$1,101,595.50 to Yavapai County for one-half the cost of the Prescott Lakes Parkway Roundabout. The remaining one-half of the cost will be paid to the County upon completion of the Roundabout.

**Background**

On June 19, 2007, City Council adopted Resolution No. 3829 approving an Intergovernmental Agreement (IGA) with Yavapai County for the land swap of the Rodeo Grounds and in exchange for the City's interest in real property, jointly held with the County, adjacent to Prescott Lakes Parkway along with other consideration. Under the terms of the IGA the City is obligated to pay the entire cost to construct the Prescott Lakes Parkway Roundabout.

Project engineering began with Claycomb/Rockwell Associates (CRA), however, CRA went out of business and Shephard/Wesnitzer was awarded a contract by Yavapai County to complete the design for the Roundabout and provide construction support.

The Roundabout construction contract was awarded to CLM Earthmovers on October 4, 2010, in the amount of \$1,862,260.80 and work began in November 2010. The project also includes extension and relocation of all utilities. The Roundabout provides primary access to new Yavapai County Juvenile Detention Facility and the Storm Ranch Development.

The breakdown of costs follows:

CLM Earthmovers Contract	\$1,862,260.80
Shephard/Wesnitzer Contract	\$ 121,108.00
Claycomb/Rockwell Expenses	<u>\$ 219,822.19</u>
<b>Total</b>	<b>\$2,203,190.99</b>

**Agenda Item:** Approve payment to Yavapai County for costs associated with engineering and construction of the Prescott Lakes Parkway Roundabout at the new County Juvenile Detention Facility and intersection of Sundog Connector

Payment to County: \$2,203,191.01 / 2 = \$1,101,595.50

On December 16, 2008, Council adopted Resolution No. 3924-0930 amending Contract 2008-012 with CSW Prescott, assigning Stratford Land Fund III L.P. as developers of the Storm Ranch. SLF is obligated under the Amended Development Agreement to reimburse the City for one-half the contract amount of \$1,862,260.80 for the Roundabout construction. Stratford paid the City \$931,130.40 ( $\$1,862,260.80 / 2 = \$931,130.40$ ) on November 19, 2010.

### **Budget**

FY 11 funding is available for reimbursement of costs associated with the Prescott Lakes Parkway Roundabout; Source: One Cent Sales Tax for Streets and Open Space (Account No. 2157810-11001)

**Attachments**

- CLM Earthmovers Contract
- Shephard/Wesnitzer Contract
- Claycomb/Rockwell Expenses

**Recommended Action:** **MOVE** to approve payment to Yavapai County in the amount of \$1,101,595.50

**Capital Projects  
As Of 12/30/2010  
FY 10/11**

PRES LAKE PKWY - ROUNDABOUT  
403-0100-490-7001-CI0075

VENDOR	DESCRIPTION	AMOUNT	DATE PAID
Claycomb Rockwell Associates	Topo & Boundary Survey for Roundabout	\$ 662.50	11/28/2008
Claycomb Rockwell Associates	Topo & Boundary Survey for Roundabout	1,987.50	1/2/2009
Claycomb Rockwell Associates	Design & Construction Plans	4,498.75	2/27/2009
Claycomb Rockwell Associates	Design & Construction Plans	7,248.13	3/13/2009
Claycomb Rockwell Associates	Design & Construction Plans	2,249.38	4/3/2009
<b>Subtotal 08/09</b>		<b>\$ 16,646.26</b>	

PRES LAKE PKWY - ROUNDABOUT  
401-0100-490-7001-CI0075

VENDOR	DESCRIPTION	AMOUNT	DATE PAID
Claycomb Rockwell Associates	Topo & Boundary Survey for Roundabout	\$ 662.50	11/28/2008
Claycomb Rockwell Associates	Topo & Boundary Survey for Roundabout	1,987.50	1/2/2009
Claycomb Rockwell Associates	Design & Construction Plans	4,498.75	2/27/2009
Claycomb Rockwell Associates	Design & Construction Plans	7,248.12	3/13/2009
Claycomb Rockwell Associates	Design & Construction Plans	2,249.37	4/3/2009
Claycomb Rockwell Associates	Design & Construction Plans	5,721.95	5/8/2009
Claycomb Rockwell Associates	Design & Construction Plans	61,664.05	6/12/2009
Claycomb Rockwell Associates	Construction Plans & Specs	4,077.50	6/30/2009
<b>Subtotal 08/09</b>		<b>\$ 88,109.74</b>	

PRES LAKE PKWY - ROUNDABOUT  
401-0100-490-7001-CI0075

VENDOR	DESCRIPTION	AMOUNT	DATE PAID
Claycomb Rockwell Associates	Design, Construction Plans & Reimbursables	\$ 9,445.00	8/7/2009
Claycomb Rockwell Associates	Design, Construction Plans	16,740.30	9/4/2009
Claycomb Rockwell Associates	Design, Construction Plans	14,893.75	10/9/2009
Rockwell Engineering Inc.	Design & Construction Plans	34,652.50	11/13/2009
Rockwell Engineering Inc.	Design & Construction Plans	2,135.35	12/11/2009
ADEQ	Permit Fee For Gravity Sewer Only w/Manhol	500.00	1/29/2010
ADEQ	Permits for Main Line Extension	500.00	1/29/2010
Rockwell Engineering Inc.	Roundabout Design	4,680.81	3/5/2010
Roundabouts & Traffic Engineering	Professional Services	1,244.00	4/16/2010
Rockwell Engineering Inc.	City Plan Changes	10,955.00	6/18/2010
CTF	Salary - M. Myers & W. Kupsch	15,933.28	8/19/2010
<b>Subtotal 09/10</b>		<b>\$ 111,679.99</b>	

PRES LAKE PKWY - ROUNDABOUT  
401-0100-490-7001-CI0075

VENDOR	DESCRIPTION	AMOUNT	DATE PAID
A & E Reprographics	Professional Services	246.04	7/30/2010
A & E Reprographics	Professional Services	161.40	8/27/2010
A & E Reprographics	Professional Services	1,371.90	9/17/2010
A & E Reprographics	Professional Services	342.97	9/24/2010
A & E Reprographics	Professional Services	448.34	11/5/2010
A & E Reprographics	Professional Services	14.32	11/10/2010
CTF	Public Works labor and/or equipment	61.23	11/19/2010
Engineering & Testing Consultants, Inc.	Engineering Svcs & Testing	740.00	11/24/2010
<b>Subtotal 10/11</b>		<b>\$ 3,386.20</b>	
<b>Grand Total</b>		<b>\$ 219,822.19</b>	

**AUTHORIZATION OF SERVICES NO. 1018396**

This AUTHORIZATION OF SERVICES NO. 1018396, to the CONTRACT dated August 2, 2010, by and between YAVAPAI COUNTY, hereinafter called the "COUNTY" and SHEPHARD-WESNITZER, INC., hereinafter called the "CONSULTANT", and this AUTHORIZATION OF SERVICES is by reference made a part of said CONTRACT.

**PROJECT: DESIGN AND CONSTRUCTION MANAGEMENT SERVICES FOR THE PRESCOTT LAKES PARKWAY ROUNDABOUT**

**A. CONSULTANT'S RESPONSIBILITIES/SCOPE OF WORK**

CONSULTANT is to perform engineering services as identified in the CONTRACT, as identified as follows, and as more specifically described in the attached scope of work.

PHASE 1 – Pre-Construction Activities  
PHASE 2 – Construction Phase Activities  
PHASE 3 – Post Construction Activities

**B. COUNTY'S RESPONSIBILITIES**

COUNTY'S responsibilities are as per Section VI of the CONTRACT.

**C. COMPENSATION FOR CONSULTING SERVICES**

Compensation for engineering services as more fully described in Section A above, shall be as follows:

PHASE 1 – Pre-Construction Activities	\$ 16,780.00
PHASE 2 – Construction Phase Activities	74,240.00
PHASE 3 – Post Construction Activities	11,500.00
Subconsultant Fee	16,588.00
Reimbursable Expenses Estimate	<u>2,000.00</u>
<b>TOTAL LUMP SUM NOT TO EXCEED</b>	<b><u>\$ 121,108.00</u></b>

Payment to CONSULTANT shall be according to Section III of the CONTRACT.

D. COMPLETION DATE

CONSULTANT'S services shall be completed within reasonable time and these services are to be completed by September 1, 2011, unless specifically extended by COUNTY, in accordance with Section II of the CONTRACT.

E. SPECIAL PROVISIONS

Special provisions or conditions which apply to the scope of work:

1. Pay requests must conform to contract tasks with percentage complete shown for each task. Other completed information, reports, drawings, etc., must be submitted to back up pay requests.

EFFECTIVE DATE OF THIS AUTHORIZATION OF SERVICES

The effective date of this AUTHORIZATION is August 2, 2010.

In witness whereof, the COUNTY and CONSULTANT hereto have made and executed this AUTHORIZATION OF SERVICES NO. 1018396 the day first above written.

YAVAPAI COUNTY

SHEPHARD-WESNITZER, INC.  
221 N. Marina Street, Suite 102  
Prescott, AZ 86301  
Phone: 928.541.0443

By:   
Title: Chairman  
Date: 8/10/10

By:   
Title: BRANCH MANAGER  
Date: 8.9.10



1990 - 2010

**Shephard & Wesnitzer, Inc.**

*Celebrating 20 Years*

221 N. Marina St. Ste 102  
Prescott, AZ 86301

928.541.0443

928.541.1063 fax

www.swiaz.com

*Engineering an environment of excellence.*

July 15, 2010

SWI #10305

Phil Bourdon, PE  
Yavapai Country Engineer  
1100 Commerce Drive  
Prescott, AZ 86305

**Subject: Bidding and Construction Phase Services Scope and Estimated Fees  
Yavapai Country – Prescott Lakes Parkway Roundabout**

Dear Mr. Bourdon:

Thank your for meeting with John Wesnitzer and myself in regard to the captioned project. Based on our meeting and discussions concerning the current status of the project, we are pleased to furnish this scope of services and fee estimate for the finalization of the plans, assistance during bidding, provision of construction administration services and preparation of the final record drawings and close out of the project. Our estimate of services is based on a 180 calendar day construction period (26 weeks) and approximately 2 weeks of construction document reviews.

We propose to perform the following services associated with the project.

### **Phase 1 – Pre-Construction Activities**

#### ***Task 1: Review, Final Plans and Specifications***

This task includes reviewing the design and construction plans, reviewing existing design reports, geotechnical report, project specifications and bid documents at the 100% level to ensure we understand the entire scope of the project,. The bid manual and specifications and the SWPPP notebook will be prepared by the County.

#### ***Task 2: ADEQ Approval to Construct & City of Prescott Construction Permit***

This task includes submitting the final plans to ADEQ for the Approval to Construct and to the City of Prescott for the necessary construction permit for work in the Prescott Lake Parkway ROW. Any necessary permit or submittal fees will be the responsibility of the County.

#### ***Task 3: Attend Pre-Construction Meeting***

This task includes two representatives from SWI attending the pre-construction meeting, preparation of the meeting minutes, preparation of an Addendum to the bid documents if required and responses to questions from the Contractors. The meeting agenda will be prepared by the County.

### **Phase 2 –Construction Phase Activities**

**Task 1: Construction Observation**

Provide periodic construction observation services for grading, drainage, dry and wet utility installations, box culvert construction including special inspections, and other critical construction components. Sufficient inspections regarding the water and sewer line installations will be provided to allow documentation for the ADEQ Approval of Construction.

Inspections will be photo documented by SWI and inspection reports will be furnished to the County on a weekly basis. Fees for this task are based on 20 hours of observation services per week for 26 weeks.

**Task 2: RFI's**

Provide responses to Requests for Information on an as-needed basis for up to 20 RFI's.

**Task 3: Shop Drawing Review**

Provide responses to Shop Drawing submittals for up to 6 Shop Drawing submittals.

**Task 4: Utility Meetings**

Attend up to 6 utility coordination meetings with utility companies and members of County staff. Provide documentation of the meetings as necessary.

**Task 5: Progress Payments**

Review and approve Contractor monthly progress payment requests and the final payment request for close out and retention release.

**Task 6: Change Orders**

Review and offer advice to County personnel in regard to change order requests or force account demands for quantities and contract time changes.

**Task 7: Project Surveying**

Provide up to 8 days of project surveying, office calculations and digital file preparation for collection of surveyed observations for quality assurance and inclusion in final as-built plans and ADEQ/City submittals.

**Task 8: Special Observations**

Provide special observations for ADEQ compliance, box culvert rebar and structural components and concrete pours, and other necessary special inspections.

**Task 9: Additional Client Requested Services**

Provide additional engineering or surveying services at the direction of the client. These services will be performed at our standard hourly rates or at a negotiated fee agreed to for the additional work.

**Phase 3 – Post Construction Activities**



**Shephard & Wesnitzer, Inc.**

221 N. Marina St. Ste 102  
Prescott, Arizona 86301

928.541.0443 ph  
928.541.1063 fx

info@swiaz.com  
www.swiaz.com

***Task 1: Water Line Certification***

Provide water line certification based upon successful testing performed by the Contractor and witnessed by SWI. Prepare and submit the final documents to ADEQ for the "Approval to Operate" the constructed facilities.

***Task 2: Sewer Line Certification***

Provide sewer line certification based upon successful testing performed by the Contractor and witnessed by SWI. Prepare and submit the final documents to ADEQ for the "Approval to Operate" the constructed facilities.

***Task 3: Observe Water Testing***

Observe and record results of waterline pressure/leakage testing and chlorination testing by the contractor. Includes initial and residual observations of chlorination testing.

***Task 4: Observe Sewer Testing***

Observe mandrel testing and low pressure air testing of sewer lines and vacuum testing of manholes by the Contractor.

***Task 5: Final Project Walk-Through***

Attend final walk-through with Country personnel, Contractor and others. Identify items to be included on a final punch list.

***Task 6: Punch List***

Prepare a project punch list from observations and comments from the Final Walk Through prior to final project acceptance and certification.

***Task 7: Project Certification***

Provide project certification as it relates to engineering issues under our direction including ADEQ approvals of the construction.

***Task 8: As-Built Survey***

Provide a final survey of the completed project and incorporate changes from the original design into the final as-built project drawings. The record drawings will be based on the Contractors as-built information, our site observations and measurements during construction and the final survey.

**Subconsultant**

This task includes plan review, bid and construction phase services by Mr. Scott Ritchie, Roundabout and Traffic Engineering, and completion of the electrical drawings by the Electrical Consultant.

Our estimated hours and the associated fees for the services identified above are shown on the attached spreadsheet. Charges will be based upon time and material, not to exceed the total estimated fee limit amount without specific authority from you. QA/QC materials testing is not included in this proposal and is anticipated to be provided by the Contractor and County as appropriate. Construction staking is also anticipated to be a Contractor supplied item.



**Shepherd & Wesnitzer, Inc.**

221 N. Marina St Ste 102  
Prescott, Arizona 86301

928.541.0443 ph  
928.541.1063 fx

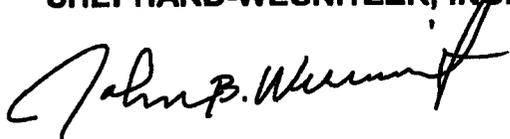
info@swiaz.com  
www.swiaz.com

**Final Plans and Construction Phase Services Scope and Estimated Fees SWI #10305**  
**Yavapai Country – Prescott Lakes Parkway Roundabout**

If other services are needed which are above and beyond the scope of services outlined in this proposal, a contract addendum will be issued defining the additional scope of services and fee. Our Standard Rate Schedule is attached for your reference. Invoices will be sent on a monthly basis for services performed during the previous month. All invoices are net 30 days.

We appreciate the opportunity to propose our services to Yavapai County on this roadway project. Please call or email if you have any questions in regard to the Tasks included in this proposal.

Accepted for:  
**SHEPHARD-WESNITZER, INC.**



John B. Wesnitzer, P.E.  
President

Accepted for:  
**YAVAPAI COUNTY**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name

**Attachments:**  
Shephard-Wesnitzer Inc. Scope and Fee Worksheet, July 26, 2010  
Shephard-Wesnitzer Inc. Standard Rate Schedule, 2010



**Shephard & Wesnitzer, Inc.**

221 N. Marina St. Ste 102  
Prescott, Arizona 86301

928.541.0443 ph  
928.541.1063 fx

info@swiaz.com  
www.swiaz.com

Page 4 of 4

SEDONA

COTTONWOOD

FLAGSTAFF

PRESCOTT

KINGMAN

Prescott Lakes Parkway Roundabout - Yavapai County - Shephard-Wesnitzer Inc. Scope and Fee Worksheet  
 Attachment to SWI Proposal #10305, July 15, 2010

# Roundabout Project Work Tasks

TASK TASK DESCRIPTION	\$ 185		\$ 155		\$ 145		\$ 130		\$ 90		\$ 80		\$ 120		\$ 80		\$ 55		Total Labor Hours	Total Cost
	U	S	U	S	U	S	U	S	U	S	U	S	U	S	U	S	U	S		
<b>PHASE 1 - Pre-Construction Activities</b>																				
1			12		24		24												60	\$ 9,060
2					16		16										4		36	\$ 4,780
3					12		12		12										24	\$ 2,940
<b>SUBTOTAL</b>																				
<b>PHASE 2 - Construction Phase Activities</b>																				
1			8		26		480										10		524	\$ 49,260
2					20		20												40	\$ 4,900
3					6		24												30	\$ 3,060
4					6		12												12	\$ 1,080
5					8		16												24	\$ 2,550
6					8		16												24	\$ 2,880
7					8		32							12		64			76	\$ 6,560
8					8														40	\$ 4,120
9																			0	\$ -
<b>SUBTOTAL</b>																				
<b>PHASE 3 - Post Construction Services</b>																				
1			4		4														8	\$ 1,360
2					4														4	\$ 620
3					4		8												12	\$ 1,340
4					2		4												10	\$ 1,030
5					2		4												6	\$ 670
6					2		8												10	\$ 1,030
7					8		8										4		20	\$ 2,180
8					2		8							8		16			34	\$ 3,270
<b>SUBTOTAL</b>																				
<b>SWI GRAND TOTAL</b>																				
<b>\$ 102,520</b>																				
<b>Subconsultants:</b>																				
<b>Roundabout &amp; Traffic Engineering (Scott Ritchie)</b>																				
Design & plan review, bid services, construction services																				
Electrical Consultant																				
<b>REIMBURSABLE EXPENSES ESTIMATE</b>																				
Miscellaneous, equipment, expedited shipping, copying																				
<b>Total Reimbursable Expenses Estimate</b>																				
<b>\$ 18,588</b>																				
<b>PROJECT TOTAL</b>																				
<b>\$ 121,108</b>																				

## CONTRACT

THIS AGREEMENT, made and entered into this 4th day of October, 2010, by and between YAVAPAI COUNTY, ARIZONA, party of the first part, hereinafter designated the OWNER, and CLM EARTHMOVERS, LLC of the City/Town of Prescott, State of Arizona, party of the second part, hereinafter designated the CONTRACTOR.

WITNESSETH: That the said Contractor, for and in consideration of the sum to be paid him by the said Owner, in the manner and at the time hereinafter provided, and of the other covenants and agreements herein contained, and under the penalties expressed in the bond hereto attached, hereby agrees, for himself, his heirs, administrators, successors, and assigns as follows:

**ARTICLE I - SCOPE OF WORK:** The Contractor shall furnish any and all plant materials, labor, construction equipment, services, and transportation required for performing all work **PRESCOTT LAKES PARKWAY ROUNDABOUT IN YAVAPAI COUNTY, ARIZONA; PROJECT #1018403**, in accordance with the plans and these specifications, and to completely and totally construct the same and install the material herein for the Owner, in a good and workmanlike and substantial manner and to the satisfaction of the Owner through its Engineers and under the direction and supervision of the Engineer, or his properly authorized agents and strictly pursuant to and in conformity with the Specifications prepared by the Engineers for the Owner, and with such modifications of the same and other documents that may be made by the Owner through the Engineer, or his properly authorized agents, as provided herein.

**ARTICLE II - CONTRACT DOCUMENTS:** The attached "Call for Bids", "Specifications", "Proposal", "Bidding Schedule", "Bid Bond", "Labor and Materials Bond", "Contract Performance Bond", and Plans and Addenda thereto, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

**ARTICLE III - TIME OF COMPLETION:** The Contractor further covenants and agrees, at his own proper cost and expense, to do all work and furnish all materials, labor, construction equipment, services and transportation for performing all of the work for construction of said improvements and to completely construct the same and install the material therein, as called for by this agreement free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Proposal.

Work on this project shall start within ten (10) calendar days after the starting date set forth in the "Notice to Proceed" and shall be completed within the following limits:

### SCHEDULE:

For construction in the contract documents, the project shall be completed within **ONE HUNDRED (100) TEN-HOUR WORKING DAYS FROM THE DATE SPECIFIED IN THE NOTICE TO PROCEED.**

It is expressly understood and agreed that in case of failure on the part of the Contractor, for any reason, except with the written consent of the Owner's Engineer, to complete the work to the satisfaction of the Owner's Engineer and within the aforesaid time limits, the Owner may deduct from any money due, or which may become due the Contractor, as liquidated damages, an amount as fixed by the following schedule:

WORK ITEM

LIQUIDATED DAMAGES

All work not complete within the above specified time.

PER MAG SPECIFICATIONS

If no money shall be due the Contractor, the Owner shall have a cause of action to recover against the Contractor in a court of competent jurisdiction, liquidated damages as fixed by the above schedule; said deduction to be made, or said sum to be recovered, not as a penalty, but as liquidated damages; provided, however, that upon receipt of written notice from the Contractor, of the existence of causes, as herein provided, over which said Contractor has no control and which must delay the completion of the said work or any delay occasioned by the Owner, the Owner's Engineer may extend the period hereinafter specified for the completion of said work in accordance with the specifications and in such case, the Contractor shall become liable for said liquidated damages for delays commencing from date said extension period shall expire.

**ARTICLE IV – COMPLIANCE WITH IMMIGRATION LAWS:** Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to Contractor's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this contract likewise complies with the State and Federal Immigration Laws.

Contractor agrees and warrants that Owner shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws. Contractor agrees that any act by the Contractor or subcontractor that result in the impediment or denial of access of the books and records of Contractors or subcontractor shall be a material breach of the Contract on the part of the Contractor.

Nothing herein shall make Contractor or subcontractor an agent or employee of the Owner. Nothing herein shall act to establish privity of contract between the Owner and any subcontractor. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, subject to Owner approval as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of Owner's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that Owner may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

**ARTICLE V - CANCELLATION:** This agreement is subject to cancellation pursuant to ARS 38-511.

**ARTICLE VI - PAYMENTS:** The Contractor shall make an estimate of the work performed during the preceding month and submit the same to the Engineer for checking. On or before fourteen (14) days after the certified and approved estimate of the work is received by the Owner, the Owner shall pay to the Contractor ninety percent (90%) of the value of said work in place, as approved by the Owner's Engineer. The balance of ten percent (10%) of the estimate shall be retained by the Owner until the time of final payment and acceptance of said work, as per ARS 34-221.

In addition, when the contract is fifty percent completed, one half of the amount retained including any securities substituted under paragraph 5 of ARS 34-221, shall be paid to the Contractor upon the Contractor's written request provided the Contractor is making satisfactory progress on the Contract and there is no specific cause or claim requiring a greater amount to be retained. After the Contract is fifty per cent completed, no more than five percent of the amount of any subsequent progress payments made under the Contract may be retained providing the Contractor is making satisfactory progress on the project, except that if at any time the owner determines satisfactory progress is not made ten percent retention shall be reinstated for all progress payments made under the Contract subsequent to the determination, all in accordance with ARS 34-221.

IN WITNESS WHEREOF, four (4) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the date and year first above written.

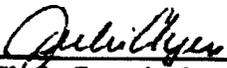
In return for the performance of this Contract by the Contractor, the Owner agrees to pay the amount of **ONE MILLION EIGHT HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED SIXTY AND 80/100 DOLLARS (\$1862,260.80)**, through a payment schedule as described in the Contract documents and as may be modified and executed by change orders and by final quantities. Contractor understands that Yavapai County has established an Electronic Funds Transfer (EFT) program for all payments to providers of goods and services to the County and agrees to accept EFT payments in full satisfaction of the County's payment obligations pursuant to this Contract. Contractor further agrees to register for the County's EFT program within one month following the

effective date of this Contract and understands that failure to comply with this registration requirement shall result in suspension of payments pursuant to this Contract until such time as the registration process is completed.

The Contractor agrees that this contract, as awarded, is for the following work, and understands that payment for the total work will be made on the basis of the indicated amount(s), as bid in the Proposal and attached Bidding Schedule for **PRESCOTT LAKES PARKWAY ROUNDABOUT IN YAVAPAI COUNTY, ARIZONA; PROJECT #1018403.**

**YAVAPAI COUNTY**

ATTEST:

  
\_\_\_\_\_  
Clerk, Board of Supervisors

  
\_\_\_\_\_  
A.G. "Chip" Davis  
Chairman, Board of Supervisors

**CLM EARTHMOVERS, LLC**  
Party of the Second Part

BY:   
\_\_\_\_\_  
Connor Muddy/President  
1507 Talon Place  
Prescott, AZ 86301  
Phone: 928.445.1918  
Fax: 928.445.4773



Office (928) 445-1918  
 Fax (928) 445-4773  
 earthmovers.moody@yahoo.com  
 O Box 12002 Prescott, AZ 86304  
 ROC No. 263879

Project Name: PRESCOTT LAKES PARKWAY ROUNDABOUT  
 Date of Bld: \_\_\_\_\_

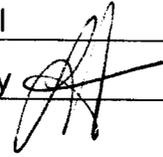
Estimate Number: 101B403  
 Date of Plans: \_\_\_\_\_

Item Description	Unit	Quantity	Unit Price	Total Price	Estimate Price
<b>REMOVALS</b>					
SAWCUT ASPHALT/CONCRETE	LF	130	\$ 2.00	\$ 260.00	\$ -
REMOVE EXISTING ASPHALT	SY	6262	\$ 1.90	\$ 11,897.80	\$ -
REMOVE EXISTING CONCRETE CURB & GUTTER	LF	3470	\$ 3.25	\$ 11,277.50	\$ -
REMOVE EXISTING SIDEWALK	SF	8100	\$ 1.70	\$ 13,770.00	\$ -
REMOVE EXISTING GUARDRAIL	LF	365	\$ 4.10	\$ 1,498.50	\$ -
OBLITERATE STRIPING	LS	1	\$ 2,750.00	\$ 2,750.00	\$ -
REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$ 6,500.00	\$ 6,500.00	\$ -
<b>SITWORK/EARTHWORK</b>					
CLEARING & GRUBBING	LS	1	\$ 4,600.00	\$ 4,600.00	\$ -
EMBANKMENT - FILL - IMPORT (COMPACTED IN-PLACE)	CY	26191	\$ 6.96	\$ 182,027.45	\$ -
EXCAVATION - CUT TO FILL (COMPACTED IN-PLACE)	CY	6166	\$ 3.80	\$ 23,430.80	\$ -
<b>PAVING AND STREETWORK</b>					
SUBGRADE PREPARATION	SY	7550	\$ 2.75	\$ 20,762.50	\$ -
12" AGGREGATE BASE COURSE	SY	7550	\$ 8.60	\$ 64,930.00	\$ -
6" ASPHALT CONCRETE PAVEMENT	SY	7550	\$ 27.89	\$ 210,568.50	\$ -
4" ABC (TURNAROUND)	SY	950	\$ 5.81	\$ 5,519.50	\$ -
CONCRETE APRON WITH AGGREGATE BASE COURSE	SF	4200	\$ 11.45	\$ 48,090.00	\$ -
CONCRETE SPILLWAY TO COMBINATION INLET	EA	1	\$ 5,522.00	\$ 5,522.00	\$ -
CONCRETE TRANSITIONAL CURB AND GUTTER	LF	2640	\$ 14.20	\$ 37,488.00	\$ -
CONCRETE TRANSITIONAL VERTICAL CURB AND GUTTER	LF	105	\$ 14.20	\$ 1,491.00	\$ -
CONCRETE VERTICAL CURB AND DEPRESSED GUTTER	LF	1456	\$ 14.20	\$ 20,661.00	\$ -
CONCRETE VERTICAL CURB	LF	790	\$ 13.70	\$ 10,823.00	\$ -

CATCH BASIN (MAG 533-1) 10' WING, H = 8' OR LESS	EA	2			\$	4,905.00	\$	8,810.00
CATCH BASIN (MAG 533-1) 17' WING, H = 8' OR LESS	EA	1			\$	5,640.00	\$	5,640.00
CATCH BASIN (ADOT C-15.30) DOUBLE, H > 8'	EA	1			\$	4,140.00	\$	4,140.00
CATCH BASIN (ADOT C-15.80) SINGLE, H = 8' OR LESS	EA	1			\$	2,785.00	\$	2,785.00
CATCH BASIN (ADOT C-15.80) SINGLE, H > 8'	EA	1			\$	2,785.00	\$	2,785.00
CONCRETE SCUPPER	EA	4			\$	2,467.00	\$	9,868.00
CONCRETE SPILLWAY	EA	7			\$	4,850.00	\$	33,950.00
CONCRETE BOX CULVERT (DOUBLE 6' X 4')	LF	263			\$	863.85	\$	227,192.55
CONCRETE HEADWALL DROP INLET - MAG 501-5	EA	1			\$	4,032.00	\$	4,032.00
CONCRETE HEADWALL - ADOT B-11.11	EA	2			\$	2,427.00	\$	4,854.00
CONCRETE HEADWALL - MODIFIED ADOT B-08.10 INLET	EA	1			\$	17,730.00	\$	17,730.00
CONCRETE HEADWALL - ADOT B-04-50 OUTLET	EA	1			\$	9,500.00	\$	9,500.00
CONCRETE HEADWALL - ADOT B-11.14	EA	1			\$	13,075.00	\$	13,075.00
EXTEND EXISTING 48" CMP CULVERTS	LF	44			\$	57.50	\$	2,530.00
<b>DRY UTILITIES</b>					\$	-	\$	-
4" PVC SLEEVE	LF	1000			\$	3.20	\$	3,200.00
<b>LIGHTING</b>					\$	-	\$	-
PROJECT LIGHTING	LS				\$	-	\$	-
2-1/2" DIAMETER ELECTRICAL CONDUIT AND PULL BOXES PER APS REQUIREMENTS	LF	3600			\$	35,800.00	\$	35,800.00
<b>LANDSCAPING</b>					\$	4.90	\$	17,150.00
4' DIAMETER BOULDERS	LS	1			\$	-	\$	-
1-1/2" CLEAN LANDSCAPING ROCK WITH FABRIC	SY	2130			\$	12,000.00	\$	12,000.00
HANDPLACED MEDIAN LANDSCAPE ROCK	SY	1255			\$	2.95	\$	6,283.50
3" DIAMETER PVC IRRIGATION SLEEVE	LF	1000			\$	9.00	\$	11,295.00
EROSION CONTROL & SEEDING OF DISTURBED AREAS	AC	1.1			\$	3.50	\$	3,500.00
<b>ADDITIONAL BID ITEMS</b>					\$	-	\$	-
PUBLIC INVOLVEMENT	LS	1			\$	5,000.00	\$	5,000.00
SWPPP	LS	1			\$	10,336.00	\$	10,336.00
TRAFFIC CONTROL	LS	1			\$	36,000.00	\$	36,000.00
QUALITY CONTROL AND TESTING	LS	1			\$	30,542.00	\$	30,542.00
staking	LS	1			\$	17,475.00	\$	17,475.00
mobile	LS	1			\$	85,000.00	\$	85,000.00
4" Orwest	LF	750			\$	3.20	\$	2,400.00
FORCE ACCOUNT	LS	1			\$	150,000.00	\$	150,000.00
<b>TOTAL AMOUNT BID (IN WORDS):</b>					\$	-	\$	1,862,280.90

ROLLED CURB AND GUTTER	LF	400				\$	13.70	\$	5,480.00
GUARDRAIL	LF	440				\$	22.18	\$	9,759.20
GUARDRAIL TERMINATIONS AND END SECTIONS	EA	8				\$	896.00	\$	5,376.00
CONCRETE SIDEWALK/PATH	SF	16900				\$	3.88	\$	62,192.00
CONCRETE BIKE RAMP	EA	2				\$	716.00	\$	1,432.00
CONCRETE ADA RAMP	EA	8				\$	2,963.00	\$	23,704.00
CONCRETE DEPRESSED CURB AT SIDEWALK RAMP	EA	16				\$	1,665.00	\$	26,640.00
6" X 6" REFLECTIVE MARKER	EA	15				\$	125.00	\$	1,875.00
RECESSED THERMOPLASTIC PAVEMENT MARKING SYMBOL	EA	24				\$	403.00	\$	9,672.00
PAINT 4" WIDE STRIPE	LF	875				\$	0.22	\$	192.50
PAINT 6" WIDE STRIPE	LF	1080				\$	0.35	\$	378.00
RECESSED THERMOPLASTIC 6" WIDE STRIPE	LF	1010				\$	3.74	\$	3,777.40
RECESSED THERMOPLASTIC 18" WIDE STRIPE	LF	200				\$	6.72	\$	1,344.00
PAINT 24" WIDE STRIPE	LF	520				\$	1.70	\$	884.00
RECESSED THERMOPLASTIC YIELD LINE	LF	50				\$	10.70	\$	535.00
ADJUST VALVE/MANHOLE/OTHER TO FINISH GRADE	LS	1				\$	375.00	\$	375.00
REGULATORY AND WARNING SIGNS WITH BASE	EA	20				\$	685.00	\$	13,700.00
DIAGRAMMATIC SIGNS WITH BASE	EA	9				\$	6,200.00	\$	55,800.00
TRAFFIC BARRICADES	EA	2				\$	750.00	\$	1,500.00
BARBED WIRE FENCE	LF	650				\$	3.70	\$	2,405.00
SEWER						\$	-	\$	-
12" SDR-35 PVC SANITARY SEWER MAIN	LF	610				\$	24.65	\$	15,036.50
CONCRETE ENCASE SEWER MAIN	EA	2				\$	1,690.00	\$	3,380.00
48" CONCRETE MANHOLE	EA	1				\$	3,696.00	\$	3,696.00
4" SEWER CLEANOUTS	EA	2				\$	636.00	\$	1,270.00
WATER						\$	-	\$	-
2" DOMESTIC WATER SERVICE AND METER	EA	1				\$	3,120.00	\$	3,120.00
12" DUCTILE IRON WATER MAIN	LF	635				\$	50.58	\$	32,118.30
12" VALVE	EA	4				\$	2,025.00	\$	8,100.00
6" DUCTILE IRON WATER MAIN	LF	130				\$	37.95	\$	4,933.50
6" VALVE	EA	2				\$	1,191.00	\$	2,382.00
BLOW OFF VALVE	EA	4				\$	830.00	\$	3,320.00
VERTICAL REALIGNMENT OF WATER MAIN	EA	2				\$	1,815.00	\$	3,630.00
DRAINAGE						\$	-	\$	-
STORM DRAIN OUTLET WITH SLOPE END TREATMENT	EA	2				\$	1,100.00	\$	2,200.00
24" HDPE	LF	860				\$	34.18	\$	28,394.80
RIPRAP, 18" LAYER OF D50 = 9"	SY	300				\$	30.00	\$	9,000.00
RIPRAP, 24" LAYER OF D50 = 12"	SY	936				\$	35.00	\$	32,760.00
RIPRAP, 36" LAYER OF D50 = 18"	SY	173				\$	45.00	\$	7,785.00
CATCH BASIN (MAG 533-1) 3' WING, H = 8' OR LESS	EA	1				\$	3,855.00	\$	3,855.00
CATCH BASIN (MAG 533-1) 6' WING, H = 8' OR LESS	EA	2				\$	4,485.00	\$	8,970.00

<b>COUNCIL AGENDA MEMO – January 25, 2011</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Approval of professional services agreement with Shephard-Wesnitzer, Inc., for engineering and design of the Zone 19 Reservoir, Piping, and Pump Station Replacement Project in an amount not to exceed \$627,724.00

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Laurie Hadley 	1-19-11

**Item Summary**

Approval of this item will authorize a contract for engineering and design services for a new 1.0 million gallon storage facility, 12" water main extension, and replacement of the existing pump station on Sierra Vista and Copper Basin Road. The scope of work also includes public involvement through open-house meetings and construction support services.

This project will provide needed water system improvements in southwest Prescott by replacing aged and deficient equipment, increasing storage and pumping capacity, including decommissioning and removing the existing Sierra Vista Pump Station, the Village Pump Station, and Reservoir, and the Tank Road Reservoir. The combined capacity of reservoirs being decommissioned is 220,000 gallons. As-built plans for the Sierra Vista system are dated 1959, and the Village system 1977.

This project also includes design of a water main extension in Mullen Way from Copper Basin Road to the City limits.

**Background**

In 2009, the City contracted with Claycomb-Rockwell and Associates to perform preliminary water system analysis, site analysis, investigation and site selection, perform public involvement, and to assist in right-of-way acquisitions. A matrix of potential sites was generated based on water system requirements including elevation of the proposed reservoir and proximity to Zone 19, also considering availability and constructability of the sites. A public meeting was held on May 20, 2010, to provide information and seek input before proceeding with the design.

On October 12, 2010, Council approved acquisition of 5 easements necessary for the project, which are currently in escrow. One of the easements requires a lot split to be recorded and that is currently in progress.

**Agenda Item:** Approval of professional services agreement with Shephard-Wesnitzer, Inc., for engineering and design of the Zone 19 Reservoir, Piping, and Pump Station Replacement Project in an amount not to exceed \$627,724.00

Pursuant to City Code and State Statutes for procurement of professional services, a Request for Statements of Qualifications (SOQs) was advertised on September 19, 2010. The City received SOQs from 5 Prescott firms. A committee evaluated the SOQs and identified 3 firms for interview on November 22, 2010. Shephard-Wesnitzer was determined to be the top ranked firm. Subsequently, the project scope and fee were successfully negotiated.

### **Schedule**

Engineering is scheduled to begin in February and be completed by late summer 2011. Construction is scheduled for late fall 2011.

### **Budget**

FY 11 funding for this engineering contract in the amount of \$627,724.00 is available from the Water Fund in accounts 7007810-09550, 7157810-09550, 7007810-09554, 7157810-09554, 7007810-11024.

<b>Attachment</b>	Scope of Work	Exhibit A
	Design Schedule	Exhibit B
	Location Map	Exhibit C

**Recommended Action:** MOVE to approve a professional services agreement with Shephard-Wesnitzer, Inc., for engineering and design of the Zone 19 Reservoir, Piping and Pump Station Replacement Project in an amount not to exceed \$627,724.00.



1990 - 2010

Shephard & Wesnitzer, Inc.

Celebrating 20 Years

## EXHIBIT A

### Scope of Services for the ZONE 19 Reservoir, Piping & Pump Station Replacement Projects & Mullen Way Waterline

City of Prescott, Arizona  
Shephard-Wesnitzer Inc. – Prepared January 6, 2011

#### PROJECT DESCRIPTION

The City of Prescott will be entering into a contract for consulting engineering services and other associated services required to produce a set of bid ready construction documents (plans and specifications) for the Zone 19 1.0 MG Water Storage Reservoir, 12" Waterline Extension and Pump Station Replacement. A separate set of plans will be prepared for the Mullen Way waterline.

#### PRELIMINARY PROJECT INFORMATION

##### Existing Conditions

- The existing multiple small water tanks and existing Sierra Vista & Village pump stations serving the Zone 19 water distribution system will be replaced with new construction.
- The existing facilities will be decommissioned.
- The current 12" water main ends in Copper Basin at Sheriffs Posse Lane.
- The City has acquired the 1.7 acre parcel and 30' access easement for the new tank construction.

##### Proposed Improvements

- Construct a new 1.0 MG water storage reservoir with mixing system.
- Construct new 12" water main extension in Copper Basin Road and Wickwood Lane to serve the new Zone 19 water storage reservoir.
- Construct a new Zone 19 pump station to replace both the existing Sierra Vista pump station at Hassayampa Village Lane/Copper Basin Road and the Village Pump Station.
- Design an 8" waterline extension in Mullen Way as a stand alone set of bid documents for future construction
- Decommission and remove from service the existing Sierra Vista Pump Station and water reservoir, Village Pump Station and water reservoir, and the Tank Road water storage reservoir.



Shephard & Wesnitzer, Inc.

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Page 1 of 9

## **ZONE 19 Reservoir, Piping & Pump Station Replacement Projects & Mullen Way Waterline**

### **Project Key Activities**

- Alternatives design analysis to select the appropriate reservoir and pump station configurations (2 pump station alternatives are anticipated)
- Site and Access Plan for Reservoir, Site Plan for Pump Station, Water Storage Reservoir Plans, Pump Station Plans, Instrumentation & Controls/SCADA Plans and Waterline Plan development
- Decommissioning and removal of Sierra Vista Pump Station and Reservoir, Village Pump Station and Reservoir, and Tank Road Reservoir. Will include salvaging to City for identified equipment and materials.
- Development of construction plans, specifications, and construction cost estimates
- Meetings with City Staff, City Council, Public, and Utility representatives
- Utility locating for construction plan base maps – 20 excavations anticipated
- Topographic Survey
- Boundary Survey & ROW verification
- Legal Descriptions and Easements
- Geotechnical explorations and design and a Phase 1 Environmental site review
- Asbestos and Lead Paint surveys
- ADEQ submittal, including design reports for reservoir, pump station and waterline improvements
- Public participation – two open house Public Meetings by City & SWI (ESMpr public relations firm will be the PR subconsultant for the project)
- An Archeological investigation is required
- Landscape plan for site restoration by T. Barnabas Kane & Associates
- Architectural design for the pump station building by Stroh Architects
- A drainage report for the reservoir and pump station sites
- Water System Modeling and surge analysis for the new system improvements
- 404 Permit Evaluation site visit
- A traffic analysis is not required

### **1.0 PROJECT PLANNING**

#### **Project Kick Off Meeting**

Project kick off meeting – The Engineer will attend a kick-off meeting with City staff at a time and on a date agreeable to both parties. At the kick off meeting the Engineer shall provide to the City

- A detailed design schedule and project directory of team members.
- An organization chart showing the relationship of all of the team members.
- Any required contractual submittals.

Design Workshop – The Engineer will organize and conduct a design workshop with City Staff to identify critical project design issues, preferences, constraints, etc. that will affect the elements of the project design. This Workshop may be held concurrently with the Kick Off Meeting.

#### **Open House Presentations and Coordination**

Open House Prep – The Engineer will prepare for two (2) open house meetings. Prior to the open house, the City of Prescott will provide the meeting location, newspaper advertisements, and an electronic list of addresses within the distribution area for the project. The Engineer shall recommend the names of key participants and residential areas for the open house notice mailing.



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Page 2 of 9

## **ZONE 19 Reservoir, Piping & Pump Station Replacement Projects & Mullen Way Waterline**

SWI shall prepare and send the meeting notification letters/notices to stakeholders, comment cards, and similar meeting items. The Engineer shall provide display boards and construction plans for each meeting based on the 30% & 90% design concepts.

Open House Participation – The Engineer will attend and provide assistance with exhibits for two (2) open house meetings. This meeting will deal with project issues including right-of-way, project design description, reservoir design and construction impacts.

Individual business/property owner meetings – None anticipated.

### **Monthly Progress Meetings**

Monthly Coordination Meetings – The City and Engineer will meet monthly to discuss the project status and any pertinent issues. Coordination meetings will continue for the duration of the schedule provided at the project kick off meeting. Six (6) monthly meetings in Prescott are anticipated.

Additional Coordination Meetings – The City and Engineer will augment the monthly coordination meetings with up to three (2) additional meetings when issues arise that require action during intervening periods.

### **Topographic/Boundary Survey, Legal Descriptions and Easements**

Topographic/Boundary Survey – SWI will perform the necessary topographic and boundary verification survey for the project sites. The base maps will be prepared in AutoCAD 2009 format. SWI will coordinate with the City Surveyor in regard to the information required to be shown on the survey.

Existing right-of-way mapping – The City will provide existing right-of-way limits information for delineation on the plans as well as a listing of all City benchmarks, which are to be utilized on the project. SWI will verify the ROW and include the information on the project design base maps.

Legal Descriptions – SWI shall prepare up to three legal descriptions and a map for the acquisition of additional right-of-way parcels and or easements if required to construct the proposed improvements. The City will provide pertinent title reports to the Engineer if required. The Engineer will not be required to negotiate with the pertinent property owners for the acquisition of any of the required right-of-way parcels/easements.

Final Record of Survey Map – A final sealed record of survey/topographic map will be provided by SWI for the project and will be used as the background drawings for the design.

### **404 Permitting Site Evaluation**

SWI will conduct a walkthrough of the project sites to determine if the project will require a 404 permit. This task does not include 404 permitting or associated tasks.

### **Geotechnical Investigations**

Field Exploration – The field exploration will consist of site borings with traffic control required. This will include an exploration for soil characteristics and soil sampling, and water level measurements (if encountered). We anticipate 9 total borings drilled to depths of 10-25 feet or auger refusal at the locations selected for the proposed tank, the waterline and pump station sites. The waterline and



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Page 3 of 9

## **ZONE 19 Reservoir, Piping & Pump Station Replacement Projects & Mullen Way Waterline**

pump station borings will only be to 10' depth. Additionally, up to 4 seismic refraction surveys will be conducted near the reservoir footprint.

**Laboratory Analysis** – Selected field samples will be tested for soil characteristics as determined by the Geotechnical engineer.

**Final Report** – A final report will be compiled including at least:

- Boring logs showing the stratification lines of the various soil types encountered during field exploration.
- Results from laboratory testing conducted on selected samples.
- General site conditions information.
- Description of the subsurface conditions encountered.
- Recommendations for water storage reservoir, waterline and pump station design parameters. Such parameters will include surface and subsurface conditions, recommendations for site excavations, side slope stability, shoring, subgrade support for foundations, foundation design, and the re-use of on-site soils for engineered fill.

A Phase 1 Environmental evaluation of the site will be conducted.

An Asbestos and Lead Paint survey will be conducted for the existing facilities that will be decommissioned.

### **Investigation of Existing Utilities**

**Existing Utility Mapping** – The Engineer will be responsible for coordinating with all utility companies (i.e. water, sewer, cable TV, electric, gas, telephone) in the area. Available information shall be depicted on the plans as clearly and accurately as possible in order to minimize unforeseen utility conflicts. Visible utilities and above ground utilities will be identified and located during the topographic survey, including water valves, hydrants, electrical poles, street lighting, equipment pads, telephone and television risers, and above ground gas facilities. Any available "Bluestake" markings of underground utilities (water, sewer, electrical, telephone, cable and gas) will also be surveyed.

**Potholing** – SWI will be responsible for potholing utilities at locations where the possibility of conflict exists between the existing utilities and proposed underground improvements. 20 utility explorations are anticipated.

**Utility Coordination** – The Engineer shall be required to coordinate with the utility companies to assist them with their endeavors to upgrade, replace or enhance their facilities prior to or as part of the construction project. The Engineer will be responsible for providing each of the utility companies a set of plans at completion of the 30%, 60%, 90% and 100% levels and will provide any written responses from each of the involved utilities at the completion of each design level to the City.

**Regional Utility Coordination** – The Engineer will be required to attend three (3) Regional Utility Coordination meetings.

**Basis of Design Report** – The Engineer will prepare a Basis of Design report identifying the project design elements to be used, assumptions and other design parameters incorporated into the project.



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Page 4 of 9

## **ZONE 19 Reservoir, Piping & Pump Station Replacement Projects & Mullen Way Waterline**

### **2.0 ALTERNATIVES ANALYSIS**

Alternative Analysis Report – Welded & Bolted Steel and Concrete reservoir configurations will be evaluated for constructability, costs, and appropriateness for the site. The pump station will also be evaluated for up to 2 different pump configurations and pump types to determine the best design for the pump station. The reservoir and pump station designs will be based on the results of this analysis after acceptance by the City.

Water Modeling – The SWI team will prepare a water model and surge analysis for the new system improvements for incorporation into the City's current water model. The City will provide the current model information for use by the SWI team.

### **3.0 PREPARATION OF PLANS, REPORTS AND SPECIFICATIONS**

The general requirements for the project design and the plan set will be in accordance with the attached City of Prescott CIP Design Submittal Requirements. The anticipated sheet set and the design reports would consist of the following:

General Construction Plan Sheets – This task involves work necessary for the creation of the general plan set sheets. Tasks include necessary design calculations, summary of quantities calculations, annotations, and drafting. The following list of general plan sheets will be required for this project:

Cover Sheet (with title, index of sheets, City seal, list of utility contacts, Mayor/Council names, approval signature blocks and key map.) – To be provided to the Engineer in digital format by the City; General Notes Sheet (with general notes, earthwork quantities table, symbols legend and design data); Details; Estimated Quantities Matrix (by sheet); Geometric Layout and Data Sheet

Site Plan/Water Reservoir & Pump Station Design Sheets – This task involves work necessary for the creation of the reservoir and pump station site grading and drainage plans, the water storage reservoir and pump station design sheets and the reservoir site access drive plan/profile sheets. Tasks include base sheet preparation (including survey control, topographic mapping, existing right-of-way, and existing utilities), demolition sheet(s), necessary design calculations, drawing annotations, construction notes and drafting.

Traffic Control Sheets – This task involves work necessary for the creation of Traffic Control Sheets. The following list of sheets will be required for this project.

Traffic Control Plan (to provide traffic control guidelines during construction)  
Pavement Marking & Signing Notes, Details, and Sign Summary Sheet (with quantities) as necessary for the site and access drive

Waterline Sheets – This task involves work necessary for the construction of the new 12" waterline. The following list of water sheets will be required for this project.

- Plan and Profiles for the 12" line in Copper Basin Road and Wickwood Lane to the tank and on site profiles where necessary.
- A new waterline in Mullen Way that will provide a water supply to those residents but will require pressure boosting by each individual property owner. This will be a separate, stand alone plan set.



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Page 5 of 9

## **ZONE 19 Reservoir, Piping & Pump Station Replacement Projects & Mullen Way Waterline**

- A new connection from Zone 39 to the lower elevations that are currently served by the Sierra Vista Reservoir and Pump Station. This connection will be made from the existing feed to the Sierra Vista Pump Station in Copper Basin Road.

**Survey Control** – Survey control for the project will be provided by SWI and will be in accordance with City of Prescott requirements. Benchmarks will be set on site as necessary for the construction. Site improvements will be located using this sheet as the basis of the construction layout.

**Topographic Mapping** – A complete field topographic survey will be done by SWI for the project within the property and right-of-way limits for the project. This includes the new Pump Station Site and roadway intersections, the 1.7+/- acre reservoir site and access easement, the existing facilities reservoir and tank sites (Village Tank & Pump Station, Sierra Vista Tank and the Tank Road Tank sites) and the Copper Basin Road and Wickwood Lane roadway and waterline alignments. A separate topographic/boundary survey will be completed for the Mullen Way right of way for the preparation of the waterline plan set. One foot (1') contours will be generated for the construction plan base maps. A minimum of 3 construction control points will be shown on the plans and set in the field. City provided survey control information will also be shown on the plans. This sheet will be used for the demolition plan and as the base map for the project design.

**Drainage Report** – A Drainage Report will be prepared for this project for the tank site. A drainage report is not anticipated for the pump station site or waterline alignments.

**Traffic Study** - A Traffic Study is not required.

**Preparation of a SWPPP** – The Engineer will be responsible for preparing a Storm Water Pollution Prevention Plan in compliance with ADEQ requirements. SWI will prepare Erosion Control plans for the project at a maximum 1" = 200' scale. Plans include layout of silt fence, straw bales, rock mulch, and the like to control sediment runoff from the project site along with details for each of these treatments. The City or the Construction Contractor will be responsible for any necessary agency notifications or implementation of the SWPPP plan. A SWPPP binder will not be prepared for the Mullen Way waterline plans, but the erosion controls plan sheets will be included.

**Specifications** – The Engineer will develop project specifications in accordance with City requirements. The project reservoir specifications will be "conformance" specifications for the type of reservoir used. Specifications will be in COP, MAG, YAG, and/or CSI format as appropriate. A separate set of construction plans will be prepared for a future 8" water line in Mullen Way and be submitted concurrently with the Reservoir, Waterline and Pump Station Plans. Sheet information will be identical to the sheet information required for the 12" waterline plans.

The sheets anticipated for the project are identified in the following table, based on the submittal phase:

**ZONE 19 Reservoir, Piping & Pump Station Replacement Projects & Mullen Way Waterline**

<b>Reservoir, Waterline, Pump Station &amp; Mullen Way Waterline Anticipated Sheets</b>	<b>30%</b>	<b>60-90%</b>	<b>100%</b>
1 - Cover Sheet (with title, index of sheets, City seal, list of utility contacts, Mayor/Council names, approval signature blocks and key map.)	X	X	X
1 - General Notes Sheet (with general notes, earthwork quantities table, symbols legend and design data)		X	X
6 - Detail sheets for Reservoir, Pump Station and Water Line Design		X	X
1 - Estimated Quantities – included on the details sheet		X	X
1 - Geometric Layout and Data Sheet(s)	X	X	X
1 - Survey Control Map/ROW (with coordinates on City control basis)	X	X	X
4 - Demolition Sheets (showing existing improvements to be removed)		X	X
5 - Waterline & Roadway Improvement Plan & Profile Sheets (including Reservoir Access Road)	X	X	X
1 - Pump Station Building	X	X	X
1 - Traffic Control Plan (for construction)		X	X
1 - Pavement Marking and Signing Notes, Details and Sign Summary Matrix Sheet (with quantities)		X	X
2 - Landscape/Restoration Plan Sheets		X	X
3 - Erosion Control Sheets and Detail Sheets		X	X
28 - Electrical Controls/SCADA and other Associated Sheets	X	X	X
17 - Pump Station Design, Details, and other Associated Sheets	X	X	X
5 - Reservoir Site Grading & Drainage Plan, Tank Design, Details and other Associated Sheets	X	X	X
10 - Mullen Way Waterline Design Sheets	X	X	X
<b>ENGINEERS DESIGN REPORT TO INCLUDE:</b>			
Cost Estimates	X	X	X
Alternatives Analysis for Tank and Pump Station	X	90% X	X
Geotechnical-Environmental Report	X	90% X	X
Water Modeling Results	X	90% X	X
Drainage Design Report	X	90% X	X
ADEQ Submittal Section		90% X	X

**PRELIMINARY 30% PLAN REQUIREMENTS**

The Engineer shall submit to the city and to all utilities, a set of 30% preliminary plans including those elements required by the attached City of Prescott CIP Design Submittal Requirements. These plans will show basic site plan and profile views with proposed and existing grades, reservoir and pump station location and water line construction. These plans will be reviewed to assure satisfaction with the general grades and alignment of the proposed improvements. The Engineer shall include an estimate of probable construction cost and preliminary reports to the City with the submittal.



## **ZONE 19 Reservoir, Piping & Pump Station Replacement Projects & Mullen Way Waterline**

Public Relations – a public meeting will be conducted at the 30% design completion.

### **4.0 PREPARATION OF 60% PLANS**

The Engineer shall incorporate any alternative selections, changes, corrections and/or additions as a result of the preliminary 30% plan review including those elements required by the City of Prescott CIP Design Submittal Requirements for a 60% submittal. The resulting set of plans will be submitted to the City and utilities as a 60% design, which will be reviewed by the City and utilities for any final adjustments or corrections. A cost estimate, design reports and draft specifications/special provisions shall be included.

### **5.0 PREPARATION OF PRE-FINAL (90%) BIDDING DOCUMENTS**

The Engineer shall incorporate any changes, corrections and/or additions as a result of the preliminary 60% plan review including those elements required by the City of Prescott CIP Design Submittal Requirements for a 90% submittal. The resulting set of plans will be submitted to the City and utilities as a pre-final design, which will be reviewed by the City and utilities for any final adjustments or corrections. A cost estimate, design reports and specifications/special provisions shall be included.

Public Relations – a public meeting will be conducted at the 90% design completion.

### **6.0 PREPARATION OF FINAL (100%) BIDDING DOCUMENTS**

The Engineer shall incorporate corrections and/or additions as a result of the pre-final 90% plan review. The resulting set of plans will be submitted to the City and utilities as a pre-final design, which will be reviewed by the City and utilities for any final adjustments or corrections. A cost estimate shall be included along with final versions of all reports, bid schedules, specifications and other documents required for completion of the design phase of the project.

### **7.0 ASSISTANCE DURING THE BIDDING & CONSTRUCTION PHASES**

**This task assumes the City will organize and chair all of the bid and construction phase meetings.**

Pre-Bid Conference & Addenda Preparation – The Engineer will attend and participate in the pre-bid conference and the bid opening. The Engineer will assist in the preparation of up to two Addenda for the project during the Bid Phase.

Pre-construction Conference – The Engineer will attend and participate in the pre-construction conference.

Weekly Meetings & Site Observations – The Engineer will attend the weekly construction meetings and review the progress of the construction immediately afterward. Photo documented field reports will be prepared for each site visit to document the work that was observed. A total of 12 hours/week for a 40 week construction period is assumed for meetings and site visits, including substantial & final walkthrough and punch list preparation. The Contractors as-built plans will be reviewed after each weekly meeting.

RFI's & Change Orders – The Engineer will respond to requests for information and change orders for up to 20 RFI's and 2 change orders.

Shop Drawing & Submittal Reviews – The Engineer will review and provide written comments for up to 20 total shop drawing and product submittals and re-submittals.



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Page 8 of 9

## **ZONE 19 Reservoir, Piping & Pump Station Replacement Projects & Mullen Way Waterline**

**Pump Station Start Up and Testing** – The Engineer will provide up to 4 site visits for pump station start up observation and controls verification.

**As-Built Plans & Field Surveys** – The Engineer will provide up to 30 field survey visits for recording the actual construction installations. The contractors as-built plans, SWI surveys and site observations will be utilized to prepare the final project As-Built plans for record. Final as-built Mylar reproducibles and digital files in AutoCAD 2010 format will be provided by SWI to the City at project closeout.

**NOTE:** Work hours estimated for “Bid & Construction Phase Services”, inspections, construction site meetings, shop drawing reviews, as-built survey and responding to construction questions and concerns (RFI's) will not be exceeded without express written permission from the City of Prescott.

### **STANDARD OF CARE:**

SWI shall be responsible to the level of competency and standard of care presently maintained by other practicing Professional Engineers performing the same or similar type of work at the time notice to proceed is issued. SWI and the City of Prescott mutually agree that standard of care, as applied to design professionals, shall be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.

### **OPINIONS OF COST:**

SWI has no control over the cost of labor, materials, equipment, or services furnished by others, or over Contractor's methods of determining prices, or other competitive bidding or market conditions, practices, or bidding strategies. Cost estimates are based on SWI's opinion based on experience and judgment. SWI cannot and does not guarantee that proposals, bids, or actual project construction costs will not vary from cost estimates prepared by SWI.

## **END OF THE ZONE 19 RESERVOIR, PIPING & PUMP STATION REPLACEMENT PROJECTS & MULLEN WAY WATERLINE EXHIBIT A**

**Attachments:** Cost Summary and Scope/Fee Spreadsheet – 1-6-2011

SWI 2011 Rate Schedule

City of Prescott CIP Design Submittal Requirements

Subconsultant Proposals (N&M, TBK, Stanley, Networkx, ESMpr, Stroh, Northland)



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Page 9 of 9

# SUMMARY OF TASKS AND FEES BY PROJECT



PROJECT NAME: Zone 19 Tank, Waterline and Pump Station Replacement  
 DATE PREPARED: January 6, 2011  
 SWI Project Number 10393

## DESIGN PHASE SERVICES

CONSULTANT FEE BY PROJECT ELEMENT	RESERVOIR	PUMP STATION	12" WATERLINE	DEMO EXISTING	MULLEN WAY	TOTALS
SHEPARD WESNITZER, INC	\$ 160,720	\$ 12,800	\$ 37,500	\$ 8,730	\$ 24,540	\$ 244,290
STANLEY CONSULTANTS (PUMP STA-ELEC-CONTROLS)	\$ 18,101	\$ 176,858	\$ -	\$ -	\$ -	\$ 194,959
NINYO & MOORE (GEOTECHNICAL)	\$ 7,000	\$ 2,500	\$ 4,400	\$ -	\$ -	\$ 13,900
NINYO & MOORE (PHASE I ENVIRONMENTAL)	\$ 2,500	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 4,500
NINYO & MOORE (ASBESTOS & LEAD BASED PAINT)	\$ -	\$ -	\$ -	\$ 3,500	\$ -	\$ 3,500
STROH ARCHITECTS (BUILDING)	\$ -	\$ 3,800	\$ -	\$ -	\$ -	\$ 3,800
NORTHLAND RESEARCH (ARCHAEOLOGICAL)	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ 3,000
T. BARNABAS KANE (LANDSCAPE ARCHITECTURE)	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 3,000
ESMpr (PUBLIC RELATIONS)	\$ 2,000	\$ 1,000	\$ 1,000	\$ 200	\$ -	\$ 4,200
NETWORX CABELING (UTILITY LOCATING)	\$ -	\$ 6,500	\$ 3,250	\$ -	\$ -	\$ 9,750
<b>TOTAL DIRECT LABOR FEE ALLOCATIONS</b>	<b>\$ 194,321</b>	<b>\$ 205,458</b>	<b>\$ 48,150</b>	<b>\$ 12,430</b>	<b>\$ 24,840</b>	<b>\$ 484,899</b>
CONTRACT ALLOWANCE	\$ 4,000	\$ 4,000	\$ 2,000	\$ -	\$ -	\$ 10,000
REIMBURSABLE EXPENSES	\$ 3,000	\$ 3,000	\$ 1,000	\$ 500	\$ 500	\$ 8,000
	\$ 7,000	\$ 7,000	\$ 3,000	\$ 500	\$ 500	\$ 18,000
<b>GRAND TOTAL DESIGN, CONTRACT ALLOWANCES &amp; REIMBURSABLES</b>	<b>\$ 201,321</b>	<b>\$ 212,458</b>	<b>\$ 51,150</b>	<b>\$ 12,930</b>	<b>\$ 25,040</b>	<b>\$ 502,899</b>

## CONSTRUCTION PHASE SERVICES

CONSULTANT FEE BY PROJECT ELEMENT	RESERVOIR	PUMP STATION	12" WATERLINE	DEMO EXISTING	MULLEN WAY	TOTALS
SHEPARD WESNITZER, INC	\$ 54,994	\$ 5,360	\$ 29,500	\$ 2,000	\$ -	\$ 91,854
STANLEY CONSULTANTS (PUMP STA-ELEC-CONTROLS)	\$ 3,500	\$ 23,971	\$ -	\$ -	\$ -	\$ 27,471
T. BARNABAS KANE (LANDSCAPE ARCHITECTURE)	\$ 250	\$ 250	\$ -	\$ -	\$ -	\$ 500
STROH ARCHITECTS (BUILDING)	\$ -	\$ 500	\$ -	\$ -	\$ -	\$ 500
<b>TOTAL DIRECT LABOR FEE ALLOCATIONS</b>	<b>\$ 58,744</b>	<b>\$ 30,081</b>	<b>\$ 29,500</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ 120,325</b>
CONTRACT ALLOWANCE	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ -	\$ 2,000
REIMBURSABLE EXPENSES	\$ 1,000	\$ 1,000	\$ 500	\$ -	\$ -	\$ 2,500

<b>GRAND TOTAL CONSTRUCTION PHASE SERVICES, CONTRACT ALLOWANCES &amp; REIMBURSABLES</b>	<b>\$ 60,744</b>	<b>\$ 32,081</b>	<b>\$ 30,000</b>	<b>\$ 2,000</b>	<b>\$ -</b>	<b>\$ 124,825</b>
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**PROJECT GRAND TOTAL \$ 627,724**

ESTIMATED CONSTRUCTION COST AT 0% DESIGN \$ 4,075,000

DESIGN FEE AS A PERCENT OF CONSTRUCTION COST, INCLUDING CONTRACT ALLOWANCES AND REIMBURSABLE EXPENSES	4.9%	5.2%	1.3%	0.3%	0.6%	12.3%
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NOTE: MINOR SUBCONSULTANT FEE ALLOWCATIONS WERE ESTIMATED BY SWI

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SEDONA

COTTONWOOD

FLAGSTAFF

PRESCOTT

KINGMAN

## SUMMARY OF TASKS AND FEES

PROJECT NAME: Zone 19 Tank, Waterline and Pump Station Replacement  
DATE PREPARED: January 6, 2011  
SWI Project Number 10393



### DESIGN PHASE - ZONE 19

SWI DESIGN PHASE SERVICES	\$ 252,290
SUBCONSULTANT DESIGN PHASE SERVICES	\$ 240,609
<b>SUBTOTAL</b>	<b>\$ 492,899</b>
CONTRACT ALLOWANCE	\$ 10,000
<b>TOTAL DESIGN PHASE SERVICES FOR ZONE 19 W/CONTRACT ALLOWANCE</b>	<b>\$ 502,899</b>

### BID & CONSTRUCTION PHASE - ZONE 19

SWI BID & CONSTRUCTION PHASE SERVICES	\$ 94,354
SUBCONSULTANT BID & CONSTRUCTION PHASE SERVICES	\$ 28,471
<b>SUBTOTAL</b>	<b>\$ 122,825</b>
CONTRACT ALLOWANCE	\$ 2,000
<b>TOTAL BID &amp; CONSTRUCTION PHASE SERVICES FOR ZONE 19 W/CONTRACT ALLOWANCES</b>	<b>\$ 124,825</b>

<b>GRAND TOTAL - DESIGN, BID &amp; CONSTRUCTION PHASE SERVICES WITH ALLOWANCES</b>	<b>\$ 627,724</b>
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### ESTIMATED CONSTRUCTION COST

TANK & SITE DEVELOPMENT	\$ 2,000,000
12" WATERLINE	\$ 450,000
ZONE 19 PUMP STATION	\$ 1,500,000
MULLEN WAY WATERLINE	\$ 125,000
<b>TOTAL ESTIMATED CONSTRUCTION COST</b>	<b>\$ 4,075,000</b>

DESIGN FEE AS A PERCENT OF CONSTRUCTION COST	12.1%
DESIGN FEE WITH CONTRACT ALLOWANCE AS A PERCENT OF CONSTRUCTION COST	12.3%
CONSTRUCTION PHASE FEE W/CONTRACT ALLOWANCE AS A PERCENT OF CONSTRUCTION COST	3.1%

### PREPARED BY: SHEPHARD WESNITZER, INC.

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SMI Engineering  
 PROJECT NAME: Zone 19 Tank, Waterline and Pump Station Replacement  
 DATE PREPARED: January 6, 2011  
 SWI Project Number 10393

**PROJECT TASKS & HOURS**

No.	Contract Task/Phase	SWI STAFF HOURS										Total Man Hours	Total Labor Cost	Subtotals		
		F4 Aldridge	F4 Brink and/or Beckwith	F3 Monahan, Link or Shively	ETT McCormick	CADD Drafter	Survey Manager	Surveyor	Clerical							
1	<b>PLANNING &amp; DESIGN PHASE SERVICES - SWI TASKS</b>															
2	<b>TASK 1.0 Project Planning</b>															
3	Meetings															
4	Schedule, Team Organizational Chart, Preliminary Project Schedule, Contract Monthly Meetings - Attend, Conduct, Agenda and Minutes Preparation, Schedule Updates	12	4									4			20	\$ 2,700
5	<b>Data Collection &amp; Surveys</b>	68		12											80	\$ 12,280
6	Obtain Previous Construction Plans for Existing Site Improvements															
7	Field Verify Existing Maps															
8	Verify boundary ties from City Surveys and Deeds															
9	Conduct Topographic and Boundary Survey															
10	Geotechnical Evaluation and Report/Recommendations															
11	Archeological & Phase 1 Environmental Coordination															
12	Utility Company Maps and As-Builts - Coord Pot Hoing for Existing Utility Identification															
13	404 Permit Site Evaluation															
14	<b>Project Coordination</b>															
15	Coordination with Sub Consultants & Attend RUCC Meetings															
16	Draft Report	2	8												12	\$ 1,860
17	QA/QC Reviews & Revisions														18	\$ 2,270
18	<b>Task 2 Alternatives Analysis</b>															
19	Alternatives Analysis															
20	Cost Benefit Analysis															
21	Preparation of Preliminary Report															
22	Report Revisions - QA/QC Reviews & Revisions															
23	Final Alternatives & Recommendations Report															
24	<b>Task 3 30% Bid Documents</b>															
25	Construction Plan Preparation															
26	Drainage Study															
27	Site Geometrics & ROW Sheet/Layout of Facilities (Construction Control)															
28	Cover & Misc Support Sheets/Utility Data/Erosion Control Sheets															
29	Storage Tank Site Construction Plans															
30	Structural - Pump Station Building & Retaining Walls															
31	Waterline Plan/Profiles															
32	Preliminary 30% Construction Cost Estimates															
33	Preliminary Specifications															
34	QA/QC Reviews & Revisions															
35	<b>Project Coordination</b>															
36	30% Design Meeting with City and Authorization to Proceed to 60% Design															
37																
38																
39																
40																
41																
42																
43																
44																
45																

SWM Engineering  
 PROJECT NAME: Zone 19 Tank, Waterline and Pump Station Replacement  
 DATE PREPARED: January 6, 2011  
 SWM Project Number 10393

**PROJECT TASKS & HOURS**

No.	Contract Task/Phase	SWM STAFF HOURS										Total Labor Cost	Subtotals		
		F. A Aldridge	F. A Binick and/or Beckwith	F.3 Monihan, Link or Shively	EIT McCormick	CADD Drafter	Survey Manager	Surveyor	Clerical	Total Man Hours	Total Labor Cost				
46	<b>PLANNING &amp; DESIGN PHASE SERVICES - SWM TASKS</b>														
47	Distribution of 30% Plans to Utility Companies - Attend RUCC Meeting	\$ 155	\$ 155	\$ 145	\$ 90	\$ 85	\$ 120	\$ 80	\$ 55					6	\$ 670
48	Field Review	8			16									26	\$ 2,790
49	30% Design Review - Site Visit with City	4		6										10	\$ 1,490
50	<b>TASK 4 60% Bid Documents</b>														
51	<b>Construction Plans</b>														
52	Cover Sheet													8	\$ 720
53	General Notes & Quantities	4			24									28	\$ 2,780
54	Details	4			40									44	\$ 4,220
55	Demolition, Removals & Survey Control Sheet	4			40		2							46	\$ 4,460
56	Geometrics and Construction Survey Control Sheet	4			40		4							48	\$ 4,700
57	Storage Tank Site Construction Plans	12		24	60									88	\$ 9,500
58	Waterline Plan/Profile Sheet(s)	4			60									72	\$ 7,260
59	Traffic Control Plan	4			16									20	\$ 2,060
60	Structural - Pump Station Building & Retaining Walls	2		12	40									54	\$ 5,650
61	SWPPP Plan and Erosion Control Sheet(s)	2		8	24									34	\$ 3,630
62	Drainage Report Update	2		8	24									34	\$ 3,630
63	Preparation of 60% Specifications/Special Provisions/Permitting	16		12										28	\$ 4,220
64	QA/QC Reviews & Revisions	4	4	4										12	\$ 1,820
65	<b>Project Coordination</b>														
66	60% Design Meeting with City and Authorization to Proceed to 90% Design	4		6										10	\$ 1,490
67	Distribution of 60% Plans to Utility Companies	2			4									6	\$ 670
68	<b>Design Review</b>														
69	60% Design Review	4												4	\$ 620
70	<b>TASK 5 90% Bid Documents</b>														
71	<b>Construction Plans</b>														
72	Cover Sheet	2			2									4	\$ 490
73	General Notes & Quantities	2		4	8									14	\$ 1,610
74	Details	2		2	8									12	\$ 1,320
75	Demolition, Removals & Survey Control Sheet	2		2	20									24	\$ 2,400
76	Geometrics and Construction Survey Control Sheet	2		2	16	4	4							26	\$ 2,570
77	Storage Tank Site Construction Plans	2		8	48									58	\$ 5,790
78	Waterline Plan/Profile Sheet(s)	4			48									52	\$ 4,940
79	Traffic Control Plan	2			8									10	\$ 1,030
80	Structural - Pump Station Building & Retaining Walls	2		2	8									12	\$ 1,320
81	Erosion Control Sheet(s)	2			8									10	\$ 1,030
82	Preparation of 90% Specifications/Special Provisions	12		8										20	\$ 3,020
83	QA/QC Reviews & Revisions	8	4	4										16	\$ 2,440
84	<b>Project Coordination</b>														
85	Conduct Public Open House - Exhibits	8			12									22	\$ 2,430
86	90% Design Meeting with City and Authorization to Proceed to 100% Design	4		6										10	\$ 1,490
87	Distribution of 90% Plans to Utility Companies	4			4									8	\$ 960
88	Submit to ADEQ for Approval to Construct	4		8	4									16	\$ 2,140
89	<b>TASK 6 100% Bid Documents</b>														
90	<b>Construction Plans</b>														

SWM Engineering  
 PROJECT NAME: Zone 19 Tank, Waterline and Pump Station Replacement  
 DATE PREPARED: January 6, 2011  
 SWM Project Number 10393

**PROJECT TASKS & HOURS**

No.	Contract Task/Phase	SWM STAFF HOURS										Total Man Hours	Total Labor Cost	Subtotals	
		F. Aldridge	F. A. Brink and/or Beckwith	F. 3. Monihan, Link or Shively	ET McCormick	CADD Drafter	Survey Manager	Surveyor	Central						
<b>PLANNING &amp; DESIGN PHASE SERVICES - SWM TASKS</b>															
91	Cover Sheet	2	\$ 155	\$ 155	\$ 145	\$ 90	\$ 85	\$ 120	\$ 80	\$ 55			4	\$ 490	
92	General Notes & Quantities	2			2								6	\$ 780	
93	Details	2			2								4	\$ 490	
94	Demolition, Removals & Survey Control Sheet	2			2								6	\$ 780	
95	Geometrics and Construction Survey Control Sheet	2			2								8	\$ 900	
96	Storage Tank Site Construction Plans	2			4	16	2	2					22	\$ 2,330	
97	Waterline Plan/Profile Sheet(s)	2			4	16							22	\$ 2,330	
98	Traffic Control Plan	2			2								4	\$ 490	
99	Structural - Pump Station Building & Retaining Walls	2			4								10	\$ 1,250	
100	SWPPP Plan and Erosion Control Sheet(s)	2			4								6	\$ 670	
101	Preparation of 100% Specifications/Special Provisions/Bid Schedule	12			4								16	\$ 2,440	
102	QA/QC Reviews & Revisions	2	4	2									8	\$ 1,220	\$ 14,170.00
103	<b>Project Coordination</b>														
104	100% Design Meeting with City and Final Design Approval	4			4								8	\$ 1,200	
105	Distribution of 100% Plans to Utility Companies				4								4	\$ 360	\$ 1,560.00
106	Subconsultant 5% Markup													\$	\$ 12,030.45
<b>DESIGN SERVICES SUMMARY</b>															
<b>TOTAL SWM LABOR HOURS &amp; FEE - DESIGN</b>		<b>372</b>	<b>42</b>	<b>420</b>	<b>912</b>	<b>96</b>	<b>72</b>	<b>88</b>	<b>20</b>	<b>2024</b>					<b>\$ 244,290.45</b>
<b>TASK 7 Bid &amp; Construction Phase - 10 Month Construction Period</b>															
<b>Bid Phase</b>															
108	Attend Pre-Bid Conference	4			4								8	\$ 1,200	
110	Prepare Addenda (up to 2)	4			8								12	\$ 1,780	\$ 2,980.00
<b>Construction Phase</b>															
111	Pre-Construction Conferences, Weekly Meetings & Construction Observations (12 hrs/week @ 40 weeks)	80			400								480	\$ 48,400	
113	Shop Drawing Reviews & Respond to RFI's (up to 20 RFI's)	4			20								36	\$ 4,600	
114	Change Order Preparation (up to 2)	4			12								28	\$ 3,440	
115	As-built Survey												210	\$ 18,450	
116	Prepare Record Drawings & Final Certification/Close Out	8			16	100							124	\$ 12,560	\$ 87,450.00
SWM Markup on Subconsultants @ 5%															
<b>BID AND CONSTRUCTION PHASE SERVICES SUMMARY</b>															
<b>TOTAL SWM LABOR HOURS &amp; FEE - BID &amp; CONSTRUCTION PHASE</b>		<b>104</b>	<b>0</b>	<b>60</b>	<b>524</b>	<b>10</b>	<b>40</b>	<b>160</b>	<b>0</b>	<b>898</b>				<b>\$ 91,863.55</b>	
<b>GRAND TOTAL SWM LABOR HOURS &amp; FEE - DESIGN &amp; CONSTRUCTION PHASES</b>															
												<b>2922</b>		<b>\$ 336,144.00</b>	
<b>SUBCONSULTANT DESIGN FEES</b>															
STANLEY CONSULTANTS (PUMP STATION, ELECTRICAL & SCADA)															
															\$ 194,959
NINYO & MOORE (GEOTECHNICAL)															
															\$ 13,900
NINYO & MOORE (PHASE 1 ENVIRONMENTAL)															
															\$ 4,500
NINYO & MOORE (ASBESTOS & LEAD BASED PAINT SURVEY)															
															\$ 3,500
STROH ARCHITECTS (ARCHITECTURAL SPECS/REVIEW)															
															\$ 3,800
NORTHLAND RESEARCH (ARCHAEOLOGICAL)															
															\$ 3,000

SMI Engineering  
 PROJECT NAME: Zone 19 Tank, Waterline and Pump Station Replacement  
 DATE PREPARED: January 6, 2011  
 SWI Project Number 10393

**PROJECT TASKS & HOURS**

No.	Contract Task/Phase	SWI STAFF HOURS										Total Labor Cost	Subtotals
		F-4 Aldridge	F-4 Brinck and/or Beckwith	F-3 Monihan, Link or Shively	EIT McCormick	CADD Drafter	Survey Manager	Surveyor	Clerical	Total Man Hours			
	<b>PLANNING &amp; DESIGN PHASE SERVICES - SWI TASKS</b>	\$ 155	\$ 155	\$ 145	\$ 90	\$ 85	\$ 120	\$ 80	\$ 55			\$ 3,000	
	T. BARNABAS KANE (LANDSCAPE ARCHITECTURE)											\$ 4,200	
	ESmpr (PUBLIC RELATIONS)											\$ 9,750	
	NETWORK CABELING (UTILITY LOCATING - 20 BORINGS)												\$ 240,609.00
	<b>TOTAL SUBCONSULTANT DIRECT LABOR FEES</b>												
	<b>SUBCONSULTANT BID &amp; CONSTRUCTION PHASE FEES W/10% SWI MARKUP</b>												
	STANLEY CONSULTANTS (PUMP STATION & ELECTRICAL/SCADA TASKS)											\$ 27,471	
	STROH ARCHITECTS (SUBMITTAL REVIEWS & INSPECTION ALLOWANCE)											\$ 500	
	T. BARNABAS KANE (SUBMITTAL REVIEWS & INSPECTION ALLOWANCE)											\$ 500	
	<b>TOTAL SUBCONSULTANT BID &amp; CONSTRUCTION PHASE DIRECT LABOR FEES</b>												\$ 28,471.00
	<b>DESIGN PHASE REIMBURSABLE EXPENSES</b>												\$ 8,000.00
	<b>CONSTRUCTION PHASE REIMBURSABLE EXPENSES</b>												\$ 2,500.00
	<b>TOTAL REIMBURSABLE EXPENSES</b>												\$ 10,500.00
	<b>ZONE 19 GRAND TOTAL DESIGN-CONSTR WITH SUBCONSULTANTS AND REIMBURSABLE EXPENSES</b>												\$ 615,724.00

<b>GRAND TOTAL WITH SUBCONSULTANTS AND REIMBURSABLE EXPENSES &amp; MULLEN WAY WATERLINE</b>	\$ 615,724.00
<b>CONTRACT ALLOWANCE - DESIGN</b>	\$ 10,000.00
<b>CONTRACT ALLOWANCE - CONSTRUCTION</b>	\$ 2,000.00
<b>GRAND TOTAL WITH CONTRACT ALLOWANCES</b>	\$ 627,724.00



# Zone 19 Improvement Project Construction & Abandonment Sites

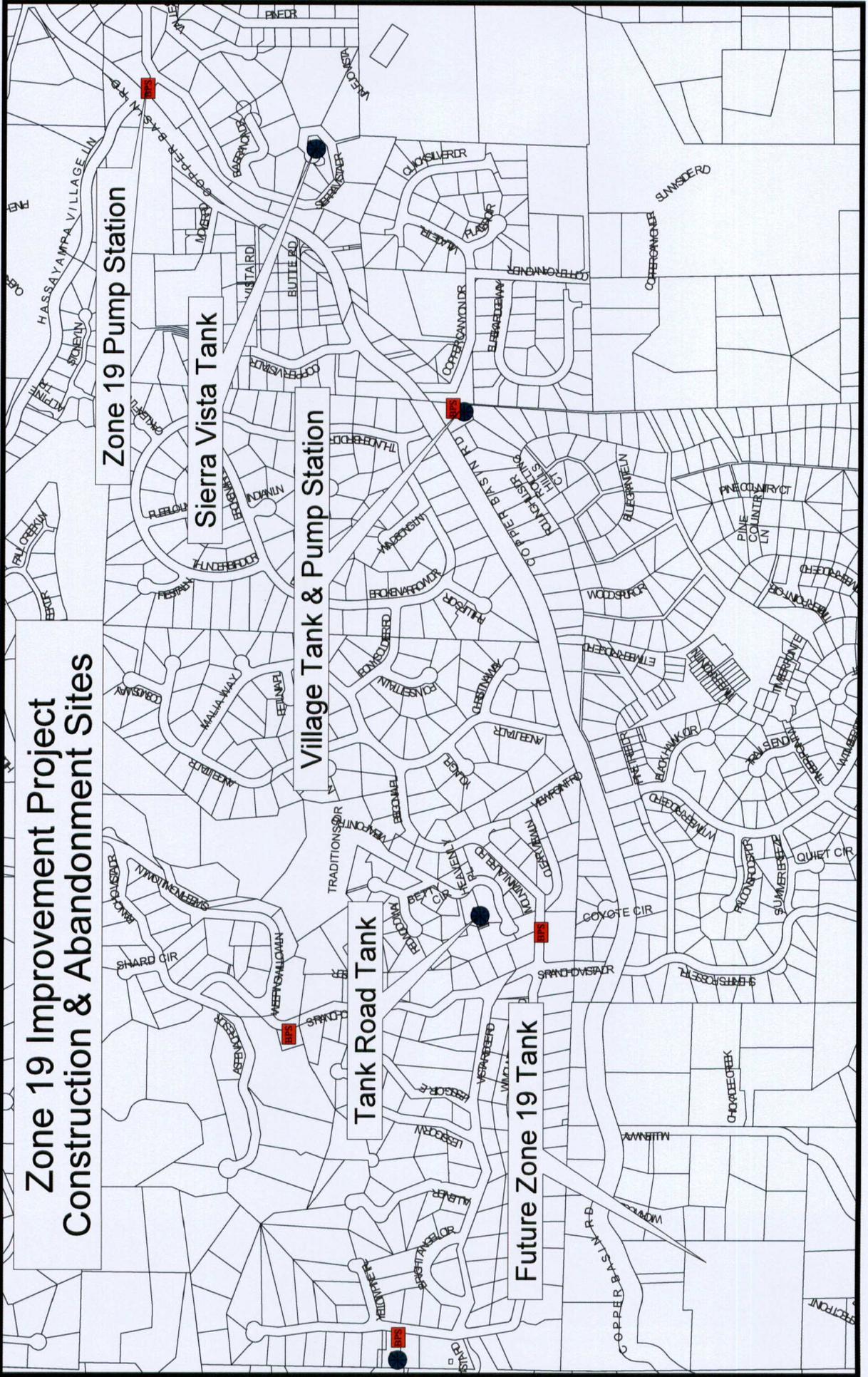
Zone 19 Pump Station

Sierra Vista Tank

Village Tank & Pump Station

Tank Road Tank

Future Zone 19 Tank



**COUNCIL AGENDA MEMO – January 25, 2010**

**DEPARTMENT:** Legal

**AGENDA ITEM:** Lexington Insurance v. City of Prescott

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**Approved By:**

**Date:** 1/18/2011

**Department Head:** Gary D. Kidd, City Attorney *G.D.K.*

**Finance Director:** Mark Woodfill

**Acting City Manager:** Laurie Hadley *LH*

*1-19-11*

Background

This is a claim by Lexington Insurance Company who paid their insured's loss claim after a sewer backup allegedly affected the Casa de Pinos housing facility on Cory Avenue. The insurance company originally claimed \$154,521 in damages.

On January 12, the parties participated in mediation before an experienced mediator, Phoenix attorney Thomas Toone. Councilwomen Suttles and Linn, and Wastewater Superintendent Scott Gregorio and Risk Management Analyst Julie McGirk also attended the mediation. Council may wish to consider litigation alternatives during the executive session discussion.

**Recommended Action: Motion to approve settlement with Lexington Insurance Company in the amount of \$**