

# PRESCOTT CITY COUNCIL JOINT STUDY SESSION/ SPECIAL MEETING - AGENDA

**PRESCOTT CITY COUNCIL  
JOINT STUDY SESSION/SPECIAL MEETING  
TUESDAY, OCTOBER 6, 2009  
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 Study Session 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:** Reverend Julia McKenna, Spiritual Architect
- ◆ **PLEDGE OF ALLEGIANCE:** Councilwoman Suttles
- ◆ **ROLL CALL:**

MAYOR AND CITY COUNCIL:

Mayor Wilson	
Councilman Bell	Councilman Luzius
Councilman Lamerson	Councilman Roecker
Councilwoman Lopas	Councilwoman Suttles

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

## STUDY SESSION

- I. **PROCLAMATION**
  - A. *October 2009 as United Way Month*
  - B. *October 2009 as Community Planning Month*
  - C. *October 5 – 9, 2009 as Customer Service Week*
- II. **DISCUSSION ITEMS**
  - A. *Approval of expenditure for purchase and installation of an Automated License Plate Reader and associated analysis software from PIPS Technology, Inc, for a total price of \$20,425.00.*

- B. Approval of expenditure of \$68,524.85 to Arizona Emergency Products, for emergency vehicle equipment builds relating to the recently-purchased police vehicles.
- C. Adoption of Resolution No. 3991-1021 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona approving the First Amendment to the Intergovernmental Agreement Dated May 1, 2003, which established the Central Yavapai Metropolitan Planning Organization (CYMPO), providing for addition of the Town of Dewey-Humboldt as a participating agency and amendment of the Planning Area Boundary to include Dewey-Humboldt.
- D. Approval of Water Service Agreement with Highgate Prescott, LLP located on Blooming Hills Drive for an allocation of 10.8 acre-feet annually.
- E. Approval of Special Use Permit for modifications to an existing telecommunications site located at 218 East Willis Street, Zoning is Business Regional (BR), Property owner: Roger Brown; Applicant: Brandon Brown, reliant Land Services for Verizon Wireless. APN: 113-16-032.
- F. Approval of Second Time Extension for the Cloudstone Revised Preliminary Plat Unit II-A Planned Area Development for 78 condominium units on ±5.5 acres located at the southwest corner of Rosser Street and Blooming Hills Drive. (SP04-002).
- G. Award of bid and contract to CLM Earthmovers, Inc. for the Yavapai College / Sheldon Street Right-of-way Landscape Project in an amount not to exceed \$53,081.00.
- H. Approval of Authorization for Services #5 with Z&H Engineering in the amount of \$24,140.00 for conducting an update of the Signage, Marking, and Lighting Plan at Ernest A. Love Field.
- I. Approval of payment to Arizona Public Service Company (APS) for installation of a power pole on Indian Hill in an amount not to exceed \$24,162.00.
- J. Adoption of Ordinance No. 4719-1016 – An ordinance of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the purchase of real property belonging to the Rogers-Chemas Trust for Bradshaw Drive right-of-way.
- K. Adoption of Resolution No. 3992-1022 – A resolution of the Mayor and Council of the City of Prescott, Yavapai County, Arizona, authorizing the City of Prescott to enter into an Intergovernmental Agreement with the State of Arizona Department of Transportation (ADOT) to provide for the Granite Dells Parkway SR 89A Traffic Interchange Project, accepting \$1,000,000 from ADOT for project administration during construction and authorizing the Mayor and staff to take any and all steps necessary to accomplish the above.

- L. Approval of Supplemental Agreement No. 4 to Contract No. 07-115 with Parsons Transportation Group, for engineering post design services for the SR89A - Granite Dells Parkway Project in an amount not to exceed \$315,612.00.
- M. Approval of Settlement in Bennett v. City of Prescott in the amount of \$50,000.00.
- N. Notice of Public Hearing (October 13, 2009) and consideration of a liquor license application submitted by Mary Elizabeth Whipple, applicant for Firehouse Kitchen for a new Series 12, Restaurant, license for Firehouse Kitchen located at 220 Goodwin, Suite 101.
- O. Approval of minutes of the Prescott City Council Regular Voting Meeting of September 22, 2009.
- P. Selection of items to be placed on the Regular Voting Meeting Agenda of October 13, 2009.

**III. ADJOURNMENT**

**SPECIAL MEETING**

- 1. Call to Order
- 2. Recess into Executive Session.
- 3. EXECUTIVE SESSION:
  - A. Discussion or consultation for legal advice with the attorney or attorneys of the public body, pursuant to ARS §38-431.03(A)(3).
    - i. Contractual issues associated with grant of easement for the City's 18" Chino Valley to Prescott water transmission line in the West Airport Area.
  - B. 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 Section 38-431.03(A)(4).
    - i. Asphalt Paving & Supply, Inc. v. Granite Dells Estates Properties, Inc., Granite Dells Estates Properties II, Inc.; City of Prescott.
- 4. 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.



***“United Way of Yavapai County Month”  
October 2009***

**WHEREAS**, the partnership of nonprofit agencies that collaborate with the United Way of Yavapai County serve one of four citizens of our area through many varied and vitally needed services; and

**WHEREAS**, the United Way of Yavapai County continues to be the most efficient and effective means of raising funds to reduce duplication of services and programs and respond to the most urgent needs of our community; and

**WHEREAS**, the United Way of Yavapai County is made up of many hard working and committed volunteers who contribute significantly to the welfare of this community and to those in the most need of its community based nonprofit resources; and

**WHEREAS**, many citizens, including our youth, our seniors and disabled, our homeless and families in crisis, and the working poor are helped by the monies raised to fund the partnership of nonprofit agencies that collaborate with the United Way of Yavapai County to make a positive community impact.

**NOW, THEREFORE**, I, Jack D. Wilson, Mayor of the City of Prescott, do hereby proclaim the month of October 2009, as:

***“UNITED WAY OF YAVAPAI COUNTY MONTH”***

and urge all citizens to support and generously give to this community volunteer effort that makes such a significant positive impact on our community and touches the daily lives of so many of our citizens in many ways.

**IN WITNESS THEREOF**, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 6<sup>th</sup> day of October, 2009.



  
JACK D. WILSON, MAYOR  
City of Prescott

ATTEST:

  
ELIZABETH A. BURKE  
CITY CLERK

# PROCLAMATION

## "Community Planning Month Proclamation"

**WHEREAS**, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

**WHEREAS**, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

**WHEREAS**, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

**WHEREAS**, the full benefits of planning require public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

**WHEREAS**, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

**WHEREAS**, The American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

**WHEREAS**, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Prescott, Arizona; and

**WHEREAS**, we recognize the many valuable contributions made by professional community and regional planners of the City of Prescott and extend our heartfelt thanks for the continued commitment to public service by these professionals;

**NOW, THEREFORE, BE IT RESOLVED THAT** the month of October, 2009, is hereby designated as **Community Planning Month** in the City of Prescott, in conjunction with the celebration of National Community Planning Month.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 6th day of October, 2009.



JACK D. WILSON, MAYOR  
City of Prescott

ATTEST:



ELIZABETH A. BURKE, CITY CLERK  
City of Prescott



# PROCLAMATION

## “CUSTOMER SERVICE WEEK”

OCTOBER 5-9, 2009

*WHEREAS*, the City of Prescott core beliefs include taking pride in excellent results, acting with integrity, and solving problems; and

*WHEREAS*, City of Prescott employees work as a team with commitment and loyalty beyond reproach; and

*WHEREAS*, Prescott is pleased to be home to outstanding individuals who provide the best in customer service throughout the City; and

*WHEREAS*, this nationally recognized appreciation week exemplifies the goals we strive to achieve daily; and

*WHEREAS*, those who provide customer service deserve our thanks and appreciation for all they do; and

*WHEREAS*, tales of great customer service experiences are inspirational and motivating to all; and

*WHEREAS*, this week provides us with the opportunity to show employee appreciation, promote employee welfare, and increase awareness of quality and service.

*NOW THEREFORE*, Mayor Jack D. Wilson, as Mayor of the City of Prescott, Arizona, do hereby proclaim October 5-9, 2009 as:

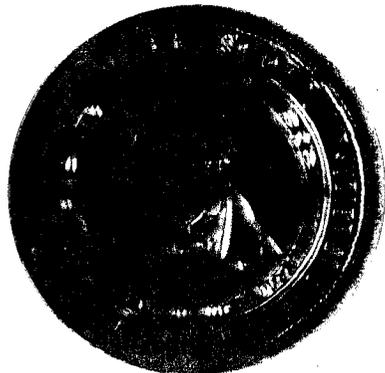
### CUSTOMER SERVICE WEEK

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the City of Prescott to be affixed this 6<sup>th</sup> day of October, 2009.

\_\_\_\_\_  
JACK D. WILSON, MAYOR  
City of Prescott

ATTEST:

\_\_\_\_\_  
ELIZABETH A. BURKE, CITY CLERK  
City of Prescott



**COUNCIL AGENDA MEMO – October 6 & 13, 2009**

**DEPARTMENT: POLICE**

**AGENDA ITEM: Recommendation for Council to approve expenditure of funds allowing purchase and installation of an Automated License Plate Reader and associated analysis software. Items will be purchased from PIPS Technology, Inc, Knoxville, Tennessee, for a total price of \$20,425.00**

**Approved By:**

**Date:**

<b>Department Head: Michael Kabbel</b>	
<b>Finance Director: Mark Woodfill</b>	
<b>City Manager: Steve Norwood</b> <i>Steve Norwood for</i>	<i>10-1-09</i>

**Summary:**

Council previously adopted Resolution No. 3949-0955 authorizing acceptance of an award from the U.S. Department of Justice, Recovery Act Edward Byrne Memorial Justice Assistance Grant. Identified within this award was the purchase of an Automated License Plate Reader to be mounted on a front-line patrol vehicle.

**Background:**

On April 14, 2009, Council approved the purchase of an Automated License Plate Reader (ALPR) through the Recovery Act Edward Byrne Memorial Justice Assistance Grant. The Prescott Police Department will use the ALPR to enhance enforcement efforts toward stolen vehicle identification, identification of wanted felons, surveillance, and criminal investigation.

To facilitate purchase and installation of the ALPR and associated analysis software, a request for bid was established by the City during September 2009. As result of this solicitation, bids were received from PIPS Technology, Inc and PlateScan, Inc. Both bids received met required specifications; however, the bid received from PIPS Technology was the lowest.

**Financial Impact:**

There will be no financial impact to the City, as per grant agreement any funds encumbered will be reimbursed within 2-4 business days from the Department of Justice, Office of Justice Programs.

**Recommended Action: MOVE** to approve expenditure of \$20,425.00 to PIPS Technology, Inc, Knoxville, TN, for purchase and installation of an Automated License Plate Reader and associated analysis software.

**COUNCIL AGENDA MEMO – October 6 & 13, 2009**

**DEPARTMENT: POLICE**

**AGENDA ITEM: Recommendation for Council to approve expenditure of funds regarding emergency vehicle equipment builds for six (6) previously purchased 2010 Ford Crown Victoria Police Interceptor (CVPI) vehicles.**

<b>Approved By:</b>		<b>Date:</b>
<b>Department Head:</b> Michael Kabbel		
<b>Finance Director:</b> Mark Woodfill		
<b>City Manager:</b> Steve Norwood <i>Craig Woodfill for</i>		10-1-09

**Summary:**

In response to the City's request for bid, Arizona Emergency Products, Phoenix, Arizona, submitted a bid of \$68,524.85 regarding emergency equipment builds for six 2010 Ford Crown Victoria Police Interceptor (CVPI) vehicles. This bid represents the lowest of three received, and meets all specifications and requirements set forth by our Department.

**Background:**

In July 2009, Council approved the purchase of six (6) 2010 CVPI vehicles. All vehicles are due for delivery in late October 2009.

To facilitate purchase and installation of required emergency vehicle equipment, a request for bid was established by the City during September 2009. As result of this solicitation, bids were received from Arizona Emergency Products, Creative Communications, and First In, Inc. All bids received met required specifications; however, the bid received from Arizona Emergency Products was the lowest.

**Financial Impact:**

The total cost of equipment, hardware, miscellaneous parts, and installation for all vehicles will be \$68,524.85.

**Recommended Action: MOVE** to approve expenditure of \$68,524.85 to Arizona Emergency Products, Phoenix, Arizona, for emergency vehicle equipment builds relating to the vehicles described above.

<b>COUNCIL AGENDA MEMO – 10/6 &amp; 10/13, 2009</b>	
<b>DEPARTMENT:</b> City Manager	
<b>AGENDA ITEM:</b> Approval of First Amendment to Central Yavapai Metropolitan Planning Organization Intergovernmental Agreement dated May 1, 2003	

<b>Approved By:</b>		<b>Date:</b>
<b>Deputy City Manager:</b> Craig McConnell	<i>Craig McConnell</i>	9-23-09
<b>Finance Director:</b> Mark Woodfill		
<b>City Manager:</b> Steve Norwood	<i>Steve Norwood</i>	09/30/09

**Background**

In May 2003 the City of Prescott, Town of Prescott Valley, Town of Chino Valley, and Yavapai County entered into an intergovernmental agreement (IGA) establishing the Central Yavapai Metropolitan Planning Organization (CYMPO). CYMPO and its member entities accomplish multi-modal transportation planning for the Prescott-Prescott Valley urbanized area in fulfillment of federal law.

The Mayor and Council of the Town of Dewey-Humboldt, seeking direct involvement in transportation planning activities, have expressed a desire to join CYMPO, adopting a resolution on July 21, 2009, requesting to become a Participating Agency of CYMPO.

Addition of Dewey-Humboldt requires approval of an amendment to the May 2003 IGA by each current member. At their meeting of September 16, 2009, the CYMPO Executive Board directed preparation of documents necessary to admit Dewey-Humboldt. The attached resolution will provide City of Prescott approval of the First Amendment to the IGA, supporting Dewey-Humboldt membership and amendment of the CYMPO Planning Boundary map to reflect their participation.

**Budget**

Operation of CYMPO is primarily supported by federal funding, subject to a match provided by the local Participating Agencies. This local match is in turn allocated among the members on the basis of population. With the addition of Dewey-Humboldt, comprising only an estimated 3% of the total population within the planning area, annual financial support to CYMPO by each of Prescott, Prescott Valley, Chino Valley, and Yavapai County will be little changed.

- Attachments**
- Resolution No. 3991-1021 approving the First Amendment
  - First Amendment to Intergovernmental Agreement

<b>Recommended Action:</b> MOVE to adopt Resolution No. 3991-1021.
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## RESOLUTION NO. 3991-1021

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT DATED MAY 1, 2003, WHICH ESTABLISHED THE CENTRAL YAVAPAI METROPOLITAN PLANNING ORGANIZATION (CYMPO), PROVIDING FOR ADDITION OF THE TOWN OF DEWEY-HUMBOLDT AS A PARTICIPATING AGENCY AND AMENDMENT OF THE PLANNING AREA BOUNDARY TO INCLUDE DEWEY-HUMBOLDT**

### **RECITALS:**

WHEREAS, CYMPO has been designated by the Governor of the State of Arizona as a Metropolitan Planning Organization for the Prescott-Prescott Valley urbanized area; and

WHEREAS, Yavapai County, Prescott, Prescott Valley, and Chino Valley entered into an intergovernmental agreement (hereinafter the "IGA") dated May 1, 2003, which agreement was recorded in Book 4035, Page 536, records of the Yavapai County Recorder, thereby becoming Participating Agencies in CYMPO; and

WHEREAS, CYMPO is funded through (a) transportation funds secured from the Federal Highway Administration (FHWA) through the Arizona Department of Transportation (ADOT), (b) federal transit funds secured from the Federal Transit Administration (FTA), (c) available grants and other authorized outside sources, and (d) contributions from the Participating Agencies; and

WHEREAS, Section 8 of the IGA provides for amendment of the IGA by a written instrument approved by the governing body of each Participating Agency, including the acceptance of other communities within the urbanized area as Participating Agencies; and

WHEREAS, Dewey-Humboldt is located within the urbanized area and desires to become a Participating Agency in order to participate in the planning process and other CYMPO activities; and

WHEREAS, the Mayor and Council of the Town of Dewey-Humboldt passed and adopted a resolution on July 21, 2009, requesting to become a Participating Agency of CYMPO.

### **ENACTMENTS:**

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

SECTION 1. THAT the City of Prescott hereby approves the First Amendment to the IGA attached hereto as Exhibit "A" and made a part hereof.

SECTION 2. THAT the Mayor and staff are hereby authorized to take all such steps as may be necessary to effectuate said First Amendment.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this 13th day of October, 2009.

\_\_\_\_\_  
JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

**EXHIBIT 'A'**

When recorded in the Office of the  
Yavapai County Recorder, return to:

Central Yavapai Metropolitan Planning Organization  
7501 E. Civic Circle  
Prescott Valley, AZ 86314

**FIRST AMENDMENT  
to  
INTERGOVERNMENTAL AGREEMENT**

**Central Yavapai Metropolitan Planning Organization  
CYMPO**

THIS FIRST AMENDMENT to INTERGOVERNMENTAL AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2009 by and between YAVAPAI COUNTY (COUNTY), a political subdivision of the State of Arizona; the CITY OF PRESCOTT (PRESCOTT), a municipal corporation of Arizona; the TOWN OF PRESCOTT VALLEY (PRESCOTT VALLEY), a municipal corporation of Arizona; the TOWN OF CHINO VALLEY, (CHINO VALLEY) a municipal corporation of Arizona, and the TOWN OF DEWEY-HUMBOLDT (DEWEY-HUMBOLDT), a municipal corporation of Arizona. These Participating Agencies shall also be collectively referred to as the "Participating Agencies."

**RECITALS**

WHEREAS, CYMPO has been designated by the Governor of the State of Arizona as a Metropolitan Planning Organization for the Prescott-Prescott Valley urbanized area; and

WHEREAS, the County, Prescott, Prescott Valley, and Chino Valley entered into an intergovernmental agreement dated May 1, 2003 and recorded May 28, 2003, in Book 4035, Page 536, in the Office of the Yavapai County Recorders office (IGA) per ARS §11-952 in order to become the Participating Agencies in CYMPO; and

WHEREAS, CYMPO is funded through (a) transportation funds secured from the Federal Highway Administration (FHWA) through the Arizona Department of Transportation (ADOT), (b) transit funds secured from Federal Transit Administration (FTA), (c) available grants and other authorized outside sources, and (d) contributions from the Participating Agencies; and

WHEREAS, Section 8 of the IGA provides that the IGA may be amended by a written instrument approved by the governing body of each Participating Agency to (among other things) accept other communities in the urbanized area to be Participating Agencies; and

WHEREAS, Dewey-Humboldt is located within the urbanized area and desires to be a Participating Agency in order to be part of the planning process and other activities of CYMPO;

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

1. That Dewey-Humboldt is one of the Participating Agencies under the IGA for any and all purposes set forth in the IGA.
2. That SECTIONS 1 and 4 of the IGA are hereby amended to replace the current Exhibits A and B (which established the initial Planning Area Boundary) with new Exhibit A, attached hereto and expressly made a part hereof, which establishes a reconstituted Planning Area Boundary that includes Dewey-Humboldt.
3. That all other SECTIONS, SUBSECTIONS and related provisions of the IGA not herein amended shall remain in full force and effect as currently set forth.

**IN WITNESS WHEREOF**, the parties hereto have entered into this FIRST AMENDMENT to the IGA on the day and year first above written.

YAVAPAI COUNTY, a political subdivision of  
the State of Arizona

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board

CITY OF PRESCOTT, a municipal corporation  
of Arizona

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

TOWN OF PRESCOTT VALLEY, a municipal corporation of Arizona

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

TOWN OF CHINO VALLEY, a municipal corporation of Arizona

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

TOWN OF DEWEY-HUMBOLDT, a municipal corporation of Arizona

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

**Determinations of Counsel**

Pursuant to ARS §11-952(D), I have reviewed the forgoing Intergovernmental Agreement and have determined that it is in the proper form and within the powers and authority granted under the laws of the State of Arizona to Yavapai County.

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Deputy Yavapai County Attorney

Pursuant to ARS §11-952(D), I have reviewed the forgoing Intergovernmental Agreement and have determined that it is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the City of Prescott.

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Prescott City Attorney

Pursuant to ARS §11-952(D), I have reviewed the forgoing Intergovernmental Agreement and have determined that it is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the Town of Prescott Valley.

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Prescott Valley Town Attorney

Pursuant to ARS §11-952(D), I have reviewed the forgoing Intergovernmental Agreement and have determined that it is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the Town of Chino Valley.

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Chino Valley Town Attorney

Pursuant to ARS §11-952(D), I have reviewed the forgoing Intergovernmental Agreement and have determined that it is in the proper form and within the powers and authority granted under the laws of the State of Arizona to the Town of Dewey-Humboldt.

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Dewey-Humboldt Town Attorney

**EXHIBIT A**

**AMENDED PLANNING AREA BOUNDARY**



<b>COUNCIL AGENDA MEMO – 10/6 &amp; 10/13/09</b>
<b>DEPARTMENT:</b> Community Development/City Manager's Office
<b>AGENDA ITEM:</b> Approval of Water Service Agreement with Highgate Prescott LLP

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Tom Guice/Craig McConnell <i>Craig McConnell</i>	9-22-09
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>Steve Norwood</i>	9/30/09

**Background**

Highgate Prescott LLP, owner of property located at 1600 Petroglyph Pointe Road in Prescott Lakes, is developing an 82-unit assisted living/Alzheimer's care facility. Their project, Highgate Senior Living, is allowed under the existing Business General (BG) zoning. Because the units will not have kitchen facilities, for water allocation purposes it is classified as a commercial use. The estimated yearly demand is 10.8 acre-feet, requiring Council approval pursuant to the City of Prescott Water Management Policy 2005-2010, as amended, since it exceeds 5 acre-feet.

Highgate Senior Living was originally reviewed as an assisted living facility. Subsequently it was determined that part of the occupancy would consist of Alzheimer's patients, requiring revisions to the plans. During the redesign, the project was modified to accommodate additional units, with the updated total water demand necessitating this agreement.

Given the commercial zoning, this parcel was not included in the list of vacant residentially-zoned lots within the existing City limits, hence, no reservation has been made for the water demand. Neither a water service agreement nor debiting from the annual water budget is required if the project demand is 5 acre-feet or less. When the demand exceeds 5 acre-feet, the difference between the total demand (10.8 acre-feet in this case) and the 5 acre-feet threshold is subtracted (debited) from that budget.

In this case, the amount (difference) to be debited from the water budget market category is 5.8 acre-feet, leaving a balance of 79.27 acre-feet for Calendar Year 2009.

**Attachment** - Water Service Agreement with Highgate Prescott LLP

<b>Recommended Action:</b> Move to approve the Water Service Agreement with Highgate Prescott LLP for an allocation of 10.8 acre-feet annually.
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**AGREEMENT FOR POTABLE WATER  
HIGHGATE PRESCOTT LLP**

WHEREAS, Highgate Prescott LLP (hereinafter referred to as "Applicant") is the owner of certain real property within the City of Prescott; and

WHEREAS, Applicant wishes to secure approval for the provision of potable water for the foregoing property from the City of Prescott (hereinafter referred to as "City"); and

WHEREAS, the Applicant contemplates constructing an 82-unit assisted living facility on the Property; and

WHEREAS, the 82 units in the facility will not have individual kitchens, hence, for water allocation purposes the use is considered to be nonresidential; and

WHEREAS, Applicant estimates annual potable water usage of 10.8 acre-feet on the Property; and

WHEREAS, Prescott City Code Section 2-1-12(H) requires that an agreement be reached between the City and the Applicant in order to provide potable water, and the City of Prescott Water Management Policy 2005-2010, as amended, requires an agreement for nonresidential use greater than five (5) acre-feet per year; and

WHEREAS the City Council finds that compliance with this Agreement by the Applicant shall result in:

1. The project or development being consistent with and conforming to, furthering the implementation of, and not contrary to, the adopted Water Management Policy; and
2. The project or development being consistent with and conforming to, furthering the implementation of, and not contrary to the adopted General Plan; and
3. The project or development being consistent with and conforming to, furthering the implementation of, and not contrary to any applicable adopted plans, including but not limited to Specific Area Plans, Circulation Plans, Capital Improvement Plans, Open Space and Trail Plans, Neighborhood Plans, Local Historic District Plans, growth planning or growth management plans, and redevelopment plans; and
4. The project being in accord with the duly adopted Prescott Water Budget.

NOW, THEREFORE, in consideration of the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That this Agreement shall relate to the property identified as APN 105-04-221A, more particularly described as Lot 6-R, a replat of the replat of Lot 6, Petroglyph Pointe Office Park, according to Book 62 of Maps and Plats, Page 17, records of Yavapai County, Arizona (hereinafter referred to as the "Property").
2. That the City will set aside and allocate 10.8 acre-feet annually of potable water to serve the Property, subject to the following:

A. That the Applicant shall be solely responsible for the costs of any water and sewer main extensions or upgrades required to serve the Property.

B. The Applicant shall connect the Property to and be served by the City's Sanitary Sewer System, and shall be responsible for any and all costs associated therewith, before water service to the property is initiated.

C. That any change in use of the Property exceeding a total of eighty-two (82) assisted living units shall result in the termination of this Agreement.

D. That the amount of water allocated pursuant to this Agreement is based upon the estimated demand provided by the Applicant.

E. That the installation of any well on the Property, or the use of water on the Property from any other exempt well (less than 35 gpm), shall result in the termination of this Agreement.

F. That there shall be no further lot splits on the Property.

3. This Agreement shall run with the land, and shall be binding upon the Property owner's successors in interest and assigns.

4. Pursuant to A.R.S. 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 this agreement on behalf of the City is, at any time while the agreement or any extension of 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 with respect to the subject matter of the agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, 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 this agreement.

5. That the Property Owner hereby agrees to indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of this agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the Applicant or its agents or employees.

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

7. Time is of the essence in this agreement. The failure of either party to require strict performance of any provision of this agreement shall not be deemed a waiver of the right of said party thereafter to require strict performance of that or any other provision of this agreement in accordance with the terms hereof, and without notice.

8. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court.

9. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorneys fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01(A) and (B), or pursuant to any other state or federal statute.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

APPLICANT:  
HIGHGATE PRESCOTT LLP

\_\_\_\_\_  
Its:

PASSED and approved this \_\_\_\_ day of \_\_\_\_\_, 2009 by the Prescott City Council.

\_\_\_\_\_  
JACK D. WILSON  
Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

STATE OF ARIZONA            )  
  )ss.  
COUNTY OF YAVAPAI        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, the \_\_\_\_\_ of Highgate Prescott LLP, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that they executed it.

\_\_\_\_\_  
[Seal]

\_\_\_\_\_  
Notary Public

STATE OF ARIZONA            )  
  )ss.  
COUNTY OF YAVAPAI        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2009, by Jack D. Wilson, Mayor, personally known to me or proven to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged that he executed it.

\_\_\_\_\_  
[Seal]

\_\_\_\_\_  
Notary Public

**COUNCIL AGENDA MEMO – 10/06/09 & 10/13/09**

**DEPARTMENT:** Community Development

**AGENDA ITEM:** Special Use Permit, SUP 09-004, Telecommunications Site, Verizon Wireless, Monopole Replacement and Electronic Equipment Upgrade, 218 E. Willis Street, APN 113-16-032

**Approved By:**

**Date:**

**Department Head:** Tom Guice

**Finance Director:**

**City Manager:** Steve Norwood

*Craig M. Norwood for*

*10-1-09*

**PROJECT DESCRIPTION**

Verizon Wireless has submitted an application for a Special Use Permit to reconstruct and modify the existing cell site located at 218 E. Willis. This property is also home to Country Wide Communications a local communications service provider. The cell site is considered to be pre-existing, non-conforming in relation to LDC Section 2.4.51 which includes the City's Land Use Provisions for Telecommunications Facilities. This site was developed in the mid 1990's. The City adopted regulations for Wireless Communication Facilities in July 1998. The current installation includes a 52' tall wooden pole with a white antenna array located at the top of the pole. Electronic Equipment is located in the adjacent garage. The proposed change includes a 50' metal mono pole with the antennas mounted on top and new electronic equipment.

**SPECIAL USE PERMIT REQUIREMENTS FOR WIRELESS FACILITIES**

The following items display the Code requirements for Special Use Permits for Wireless Facilities.

1. Inventory of sites that the applicant operates or intends to operate. A goal of the Wireless Plan and Ordinance is for wireless communication services to occur via networks that provide commercial coverage with the fewest number of sites.

*Verizon currently provides service to our area from the following locations;*

- *The site on Willis Street that is the subject of this SUP.*
- *A site located on Badger/"P" Mountain.*
- *Alltel Tower at the City's Mingus Tank Site, Douglas Street, near Willow Creek Road.*
- *City's Sundog Road site (Alltel).*
- *543 Gurley Street (Gurley and Park).*
- *6100 Wilkinson (Davidson plant at the Airpark).*
- *3741 Karicio Lane (KGCB Radio/Alltel).*
- *1046 Spire Drive (Willow Lake Mini Storage).*

2. Distance to nearest residential unit.

*This property is located in a mixed use area. There are residences in the immediate vicinity of this property. The old Mountain Bell tower, including 2 cell sites is located approximately 250' to the west. The City has a guideline (rather than an adopted rule) that suggests wireless sites be located 300 feet away from residences. The 300-foot distance was suggested for both visual impact and "electromagnetic field" purposes. The City does evaluate visual impacts associated with wireless facilities but does not regulate radio frequency or electromagnetic field issues (per limitations included in the Federal Telecommunications Act of 1996).*

*Staff recommends that redevelopment of this site include a coretin steel pole with a rust finish with the antenna panels and associated hardware to be a brown/rust finish. This will allow the structure to partially blend with the near by utility poles. The Planning and Zoning concurred with staff recommendation at their Sept. 1-th meeting.*

3. Collocation preference.

*The design and size (10" diameter) and location of this pole will not allow for collocation.*

4. Municipal sites in the area.

*The City has evaluated leasing space for a communication site at the Parking Garage on Granite Street.*

5. Wireless sites operated by others where interference may occur.

*The applicant has indicated that this site will not interfere with the other existing sites.*

6. FCC compliance.

*Verizon is licensed by the FCC.*

7. FAA compliance.

*This application does not require FAA Notice.*

8. Existing structures preferred over new structures.

***This is a request to replace an existing structure.***

9. When new structures are contemplated, it is preferred that they be of a type and design that is common to the vicinity rather than "apparent" wireless structures.

*While this site will be an "apparent" wireless structure, the rust/brown finish is suggested to reduce the visual impact.*

10. Wireless structures, which cannot be observed from the street, are preferred.

*The current cell site is visible mostly due to the white antenna panels. The new site will also be visible but the rust/brown finishes will reduce the visual impact.*

**Agenda Item: SUP09-004, Telecommunication Site, Verizon, 218 E. Willis Street.**

11. Height of structure not to exceed the height limitation of the zoning district in which it is located. *The property is zoned Business Regional (BR). The height limit is 50 feet.*
12. Opportunity for collocation of governmental or public safety communication equipment. *The size of this site will not accommodate collocation.*
13. Setbacks. LDC Section 2.4.51L.2 calls for a setback equal to the height of the structure. This current installation does not meet set back requirements. The site as proposed does not meet setbacks. The City Council does have authority to approve reduced setbacks. Engineering certification demonstrating adequacy of the structure will be required as part of the permitting process.

The Planning Commission reviewed this request at meetings on August 26 and September 10, 2009 (Public Hearing) meeting. The Commission by a vote of 6:0, recommends approval of this request.

**Recommended Action:** **MOVE** to approve SUP 09-004, allowing for modifications to the existing communication site at 218 E. Willis Street, subject to a condition that the monopole and antennas be a rust/brown color.

INTERNAL REVIEW	DATE
CONTRACT ADMINISTRATION	DATE
DESIGN	DATE
PERMITTING	DATE
FINAL REVIEW	DATE



PLEASE INDICATE IN NEW AZ STATE PROJECT AND EXISTING FULL-SCALE DRAWING

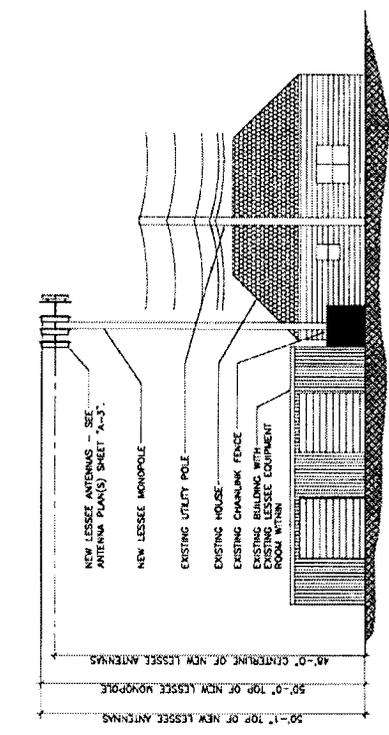
THIS PROJECT IS THE PROPERTY OF VERIZON WIRELESS. IT IS TO BE USED ONLY FOR THE PROJECT AND NOT FOR ANY OTHER PROJECT. ANY REPRODUCTION OR USE OF THE DRAWING WITHOUT THE WRITTEN PERMISSION OF VERIZON WIRELESS IS PROHIBITED.

PROJECT NUMBER	
DATE	
DESIGNER	
CHECKER	
DATE	

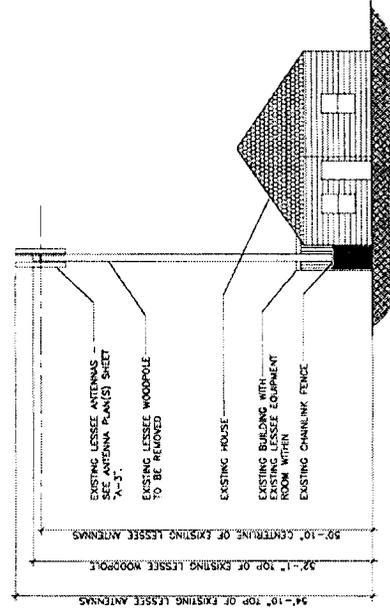
**AZZ GURLEY STREET**  
248 E WALLS STREET  
PRESCOTT, AZ

PROJECT NUMBER	
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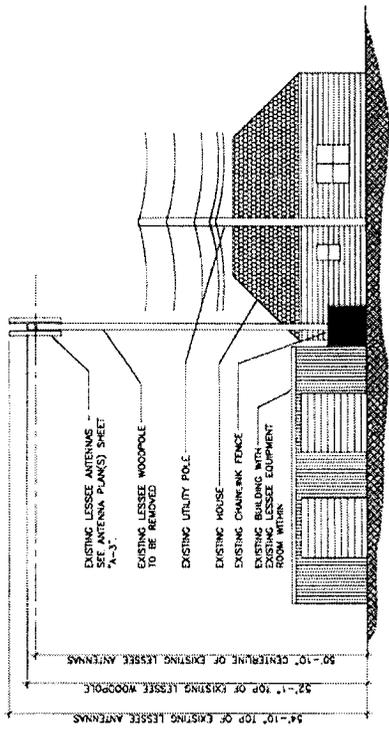
**A-4**



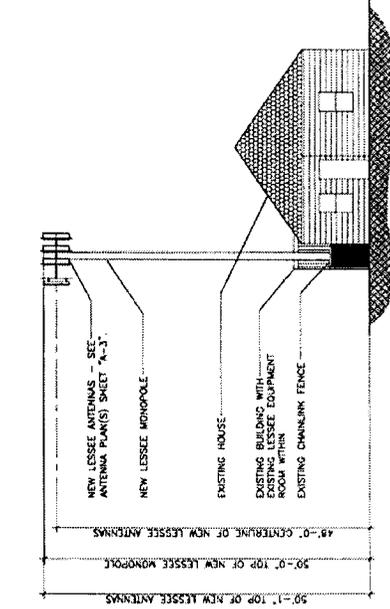
**2 EXISTING SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"



**4 EXISTING EAST ELEVATION**  
SCALE: 1/8" = 1'-0"

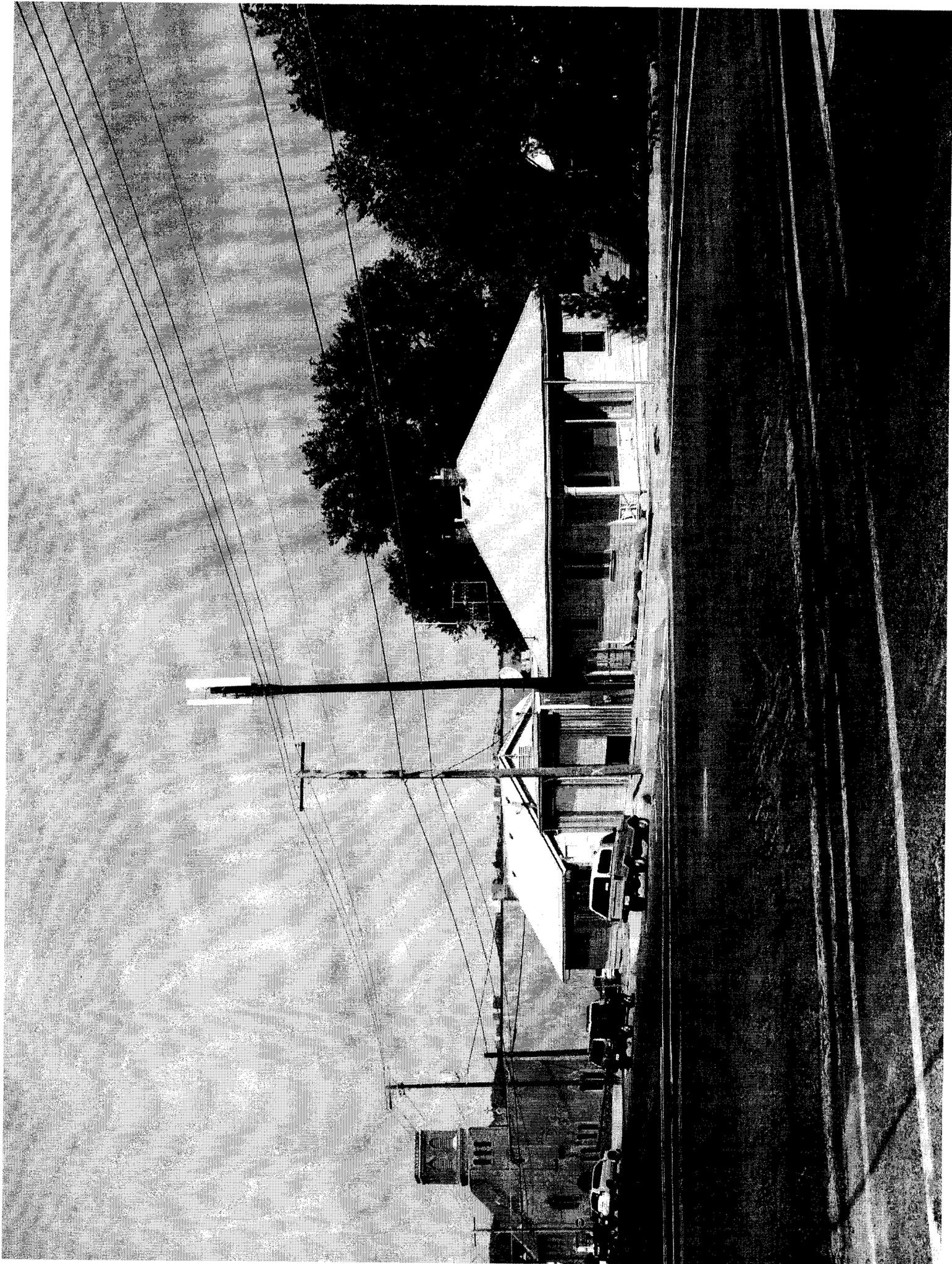


**1 NEW SOUTH ELEVATION**  
SCALE: 1/8" = 1'-0"

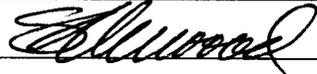


**3 NEW EAST ELEVATION**  
SCALE: 1/8" = 1'-0"

**ELEVATIONS**



<b>COUNCIL AGENDA MEMO – 10/6/09 &amp; 10/13/09</b>
<b>DEPARTMENT: COMMUNITY DEVELOPMENT</b>
<b>AGENDA ITEM: SP04-002 – Second Time Extension for the Cloudstone Revised Preliminary Plat Unit II–A Planned Area Development for 78 condominium units on ± 5.5 acres located at the southwest corner of Rosser Street and Bloominghills Drive.</b>

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Tom Guice	
<b>City Manager:</b> Steve Norwood 	09/29/09

**APN:** 105-03-005P

**Location:** Southwest corner of Rosser Street and Bloominghills Drive.

**Applicant/Owner:** First Eagle Lending Company, FN, 14201 N. 87<sup>th</sup> St. #125 Scottsdale

**REQUEST.** The applicant /owner is requesting a second time extension for submittal of a final plat. The request is being made for the following reasons:

1. Corporate Holdings II LLC just recently acquired the property via a Trustee Sale.
2. The financial markets are still in turmoil and financing is not available through any financial institutions for this type of product.
3. Second-home financing for Buyer's is also very difficult to obtain.
4. There is not enough demand from Buyer's to absorb the product..

**STAFF ANALYSIS.**

Council approved the Revised Preliminary Plat for The Cloudstone Planned Area Development (SP04-002) in 2004 for 271 lots on ±74 acres. Unit II comprises 78 condominiums is the only unit of the 3 units of this subdivision which have not yet been final platted. There are 3 approved units for the Cloudstone Planned Area Development and 2 associated City agreements:

- Unit I (FP04-014).** Final Plat for 95 patio homes is completed with a number of homes already built and a number of lots currently vacant.
- Unit II (SP04-002).** Revised Preliminary Plat for all 3 units including the condominium parcel (Unit II) which is yet to be final platted. (The subject of this time extension request described above).
- Unit III (FP05-023).** Final Plat Phase 1 for 52 lots on 41.24± ac, approved by Council in 2006 but not yet recorded; and **Unit III FP06-017** Final Plat Phase 2 for 23 lots on 10.35± ac., also approved by Council in 2006 but not yet recorded.
- A revised Development Agreement (DA) was approved by Council to extend the DA from December 1, 2007 to December 31, 2010.
- Water Service Agreement #04-146 was approved by Council in 2004 and runs with the development of the land.

In 2007, Council approved the 1st time extension for Unit II from October 10, 2007 to October 10, 2009. Sections 1.9.2 and 9.10.9.A.3.7.b of the Land Development Code provide Council with the authority to grant these extensions.

**STAFF RECOMMENDATION.** Staff recommends a 2<sup>nd</sup> time extension from Oct. 10, 2009 to Dec. 31, 2010 to coincide with the expiration of the Development Agreement.

**Recommended Action: MOVE** to approve the Second Time Extension for the Revised Preliminary Plat for Cloudstone Unit II until December 31, 2010.



RECEIVED

SEP 26 2009

CITY OF PRESCOTT  
COMMUNITY DEVELOPMENT

September 25, 2009

Mike Bacon, Community Planner  
City of Prescott Community Development Dept.  
201 S. Cortez Street  
Prescott, AZ 86303

Re: 2<sup>nd</sup> Extension of Preliminary Plat SP04-002 for Cloudstone Unit II

Dear Mr. Bacon,

We are hereby formally requesting an extension of one year for the Preliminary Plat for Cloudstone Unit II for the following reasons:

1. Corporate Holdings II, LLC. just recently acquired this property via Trustee Sale.
2. The financial markets are still in turmoll and financing is not available through any financial institutions for this type of product.
3. Second home financing for Buyer' is also very difficult to obtain.
4. There is not enough demand from Buyer's to absorb the product.

I hope that this letter meets with your conditions for extension of preliminary plats maps.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald O. Thompson'.

Donald O. Thompson  
Executive Vice President  
Corporate Holdings II, LLC.

**COUNCIL AGENDA MEMO – 10/06/09 & 10/13/09**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Award of bid and contract to CLM Earthmovers, Inc. for the Yavapai College / Sheldon Street Right-of-way Landscape Project in an amount not to exceed \$53,081.00.

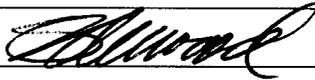
**Approved By:**

**Date:**

**Department Head:** Mark Nietupski

**Finance Director:** Mark Woodfill

**City Manager:** Steve Norwood



09/30/09

**Item Summary**

This item is to award a bid and contract for construction services for right-of-way enhancements along the north side of Sheldon Street near its intersection with Gurley Street. (see attached location map)

**Background**

On December 10, 2002, City Council adopted Resolution No. 3495 approving an Intergovernmental Agreement (IGA) between the Arizona Department of Transportation, Arizona Department of Public Safety, Yavapai Community College District and the City for acquisition of real property for construction of the SR69/SR89 Traffic Interchange improvements. As a condition of that Resolution the City agreed to provide right-of-way enhancement improvements along Sheldon Street easterly onto Gurley Street (the former DPS property). Under that agreement Yavapai Community College District agreed to maintain the right-of-way enhancements upon completion. This contract fulfills the City of Prescott's obligations under the IGA.

**Improvements include:**

- Installation of an irrigation system composed primarily of ½" poly plastic flexible tubing to connect to the Yavapai College existing water meter and irrigation systems.
- Preparation of planting areas, and constructing 125' versa lock wall varying in height from 1' to 3'.
- Planting approximately 289 trees & plants.
- Applying decomposed granite gravel mulch over final planted area (approximately 2200 square yards) to match the newly constructed SR69/SR89 Traffic Interchange project.

**Agenda Item:** Award of bid and contract to CLM Earthmovers, Inc. for the Yavapai College / Sheldon Street Right-of-way Landscaping Project in an amount not to exceed \$53,081.00.

As previously discussed in June 2009, ADOT construction plans for the new SR69/SR89 Traffic Interchange did not include pedestrian connectivity from Sheldon Street to the Veteran's Administration Hospital and the subject landscape improvements.

After discussion ADOT agreed to provide the sidewalk and necessary pedestrian lighting (approximately 1,000 lineal feet) from the end of the multiuse trail to connect to the City's existing sidewalk adjacent to the north side of Sheldon Street if the City would provide the landscaping. The ADOT portion of the work exceeds \$110,000.00. The ADOT contractor has completed the sidewalk and lighting installation to allow the right-of-way enhancements to commence.

Upon completion of the project Yavapai College will provide perpetual maintenance of the landscaping and be responsible for all maintenance watering costs.

### **Bid Results**

On September 10, 2009, seven bids were received as follows:

1- <b>CLM Earthmovers LLC</b>	<b>Prescott</b>	<b>\$ 53,081.00</b>
2- K-Ler Land Work, Inc.	Prescott Valley	\$ 58,525.00
3- Common Ground Services, LLC	Prescott	\$ 59,244.44
4- Landcraft Engineering & Design, LLC	Prescott	\$ 61,112.15
5- Wellborn Investments, LLC dba Vicente Landscaping	Prescott	\$ 67,062.60
6- Land Tech Landscape Construction, LLC	Phoenix	\$ 68,700.00
7- Prescott Valley Growers Landscaping	Prescott Valley	\$ 74,069.73
Engineer's Estimate		\$ 112,706.00

CLM Earthmovers, LLC has submitted written Confirmation of Bid and staff has verified the contractor's license, bonding capability, and references.

### **Budget**

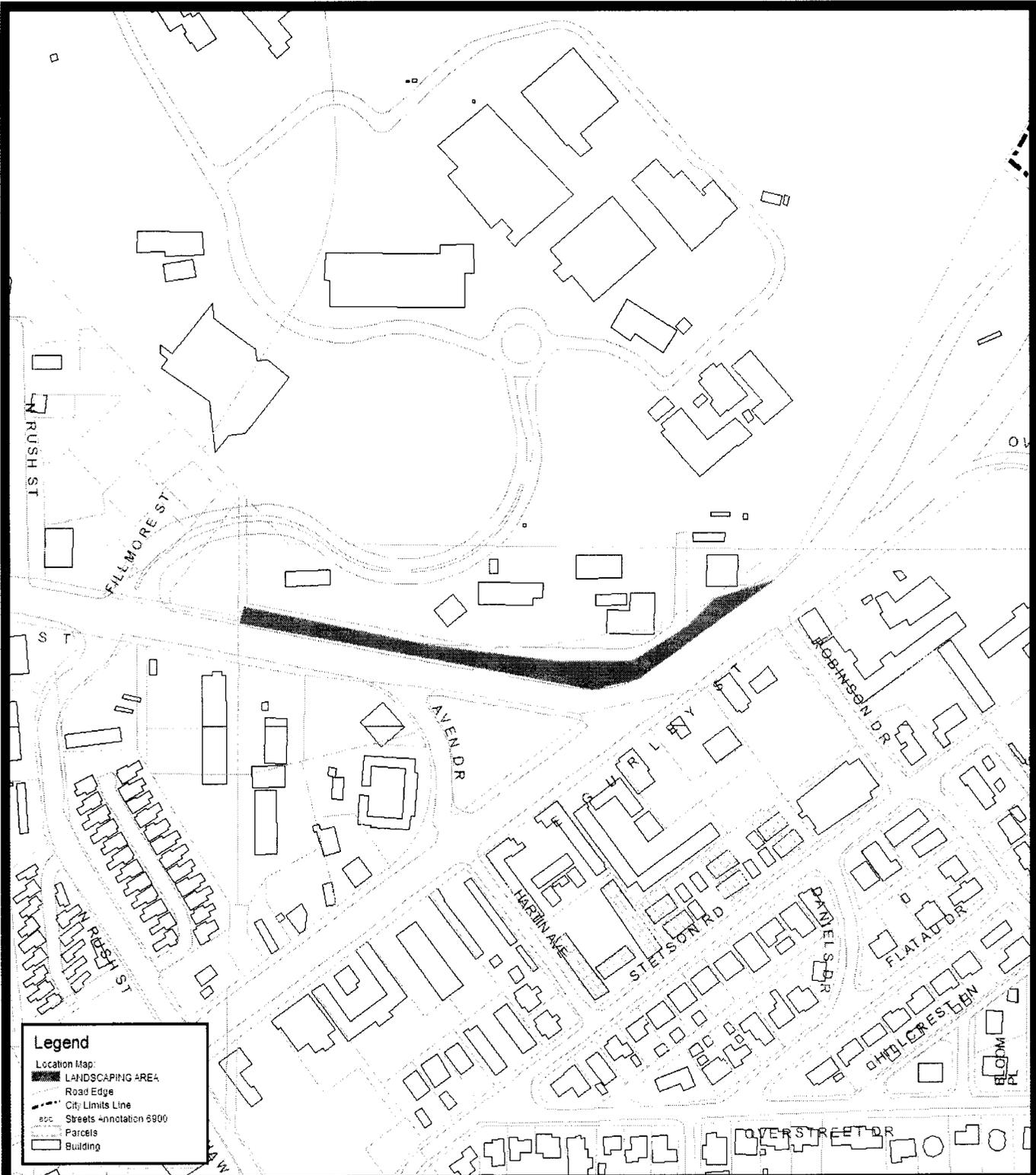
Funding for this project is available from the One Cent Sales Tax for Streets and Open Space. Account No. 2157890036

### **Schedule**

Construction is scheduled to commence in October 2009 and be completed in December 2009.

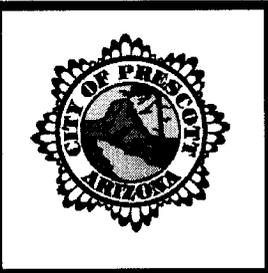
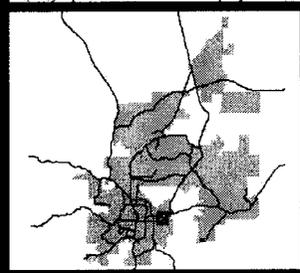
**Attachments**      – Location Map

**Recommended Action:** **MOVE** to award the bid and contract to CLM Earthmovers, LLC for the Yavapai College Landscape Project in an amount not to exceed \$53,081.00.



**Legend**

Location Map:  
 LANDSCAPING AREA  
 Road Edge  
 City Limits Line  
 Streets Annotation 6900  
 Parcels  
 Building

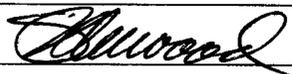


## YAVAPAI COLLEGE LANDSCAPING PROJECT LOCATION MAP

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

0' 200'

<b>COUNCIL AGENDA MEMO – October 6 &amp; 13, 2009</b>
<b>DEPARTMENT: Airport</b>
<b>AGENDA ITEM: Approval of Authorization for Services #5 with Z&amp;H Engineering in the amount of \$24,140 for conducting an update of the Signage, Marking, and Lighting Plan at Ernest A. Love Field and further authorizing the Mayor and staff to take any and all actions necessary to accomplish the above.</b>

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head: Benjamin Vardiman, ACE, Airport Manager</b>	<b>Sept 29, 2009</b>
<b>Finance Director: Mark Woodfill</b>	
<b>City Manager: Steve Norwood</b> 	

**Summary**

This item is a request to approve Authorization for Services #5 with Z&H Engineering in the amount of \$24,140 for conducting an update of the Signage, Marking, and Lighting Plan at the Airport.

**Background**

The Signage, Marking, and Lighting Plan (SMP) is a component of the Airport Certification Manual required through Title 14 Code of Federal Regulations Part 139. The most recent update of the 1997 SMP was a partial update conducted in 2006 and was focused on the signage along half of Taxiway Delta and a portion of Taxiway Foxtrot.

The update provided for in this Authorization for Services will be a complete inventory and survey of all of the airfield signage, markings, and lighting. Each sign, light, and marking as well as all of the electrical service access points (such as pull boxes, electrical cans, electrical vaults, etc) on the airport will be surveyed for their precise location and inventoried for their pertinent information. Information gathered from the inventory will include the size and type of all signage, lighting and markings that exist on the airfield.

A local company, Dava & Associates, will be providing all of the field survey work and data collection. The services provided by Dava & Associates account for almost 64% of the billable work being completed. Z&H engineering will then take the information gathered and compile it into a full set of Plans to be submitted to the FAA for approval and inclusion into the Airport Certification Manual.

**Financial Impact**

This project will be funded from the monies provided to the airport by the Capital Improvement Fund of the City for this fiscal year.

<b>Recommended Action: MOVE to approve Authorization for Services #5 with Z&amp;H Engineering in the amount of \$24,140 for conducting an update of the Signage, Marking, and Lighting Plan at Ernest A. Love Field and further authorizing the Mayor and staff to take any and all actions necessary to accomplish the above.</b>
--

**AUTHORIZATION FOR SERVICES NO. 5  
SIGNAGE, MARKING AND LIGHTING PLAN UPDATE  
PRESCOTT MUNICIPAL AIRPORT**

**ENGINEERING SERVICES**

**GENERAL AIRPORT ENGINEERING SERVICES CONTRACT  
BETWEEN  
CITY OF PRESCOTT & Z & H ENGINEERING, INC.**

**ARTICLE I AGREEMENT**

In accordance with the General Engineering Services Agreement, dated the 26<sup>th</sup> day of June, 2007, the provisions of which agreement is herein as if it had been set forth in full, CONSULTANT will perform the Scope of Services detailed in Exhibit A for providing engineering services for the Signage, Marking and Lighting Plan Update at the Prescott Municipal Airport.

**ARTICLE II COMPENSATION**

For the performance of the services identified in Exhibit A (Tasks 1.0 – 3.0), CONSULTANT shall be paid on a fixed fee basis with a total Not-To-Exceed limit of \$24,140 by the CITY, in accordance with the schedule outlined in Exhibit B.

The CONSULTANT shall not proceed with the services of work until written authorization in the form of a Notice to Proceed is received from the CITY.

**ARTICLE III TIME OF PERFORMANCE**

The services of the CONSULTANT described in Exhibit A (Tasks 1.0 – 3.0) are to commence on written notice to proceed and shall be completed within 8 weeks from the date of notice, in accordance with the anticipated plan preparation schedule.

Binding Upon Successors: This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns and legal representatives.

PASSED APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
JACK WILSON, MAYOR

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
ELIZABETH A BURKE  
City Clerk

\_\_\_\_\_  
GARY KIDD  
City Attorney

Z & H ENGINEERING, INC.  
A PROFESSIONAL CORPORATION

BY: \_\_\_\_\_  
President

**ERNEST A. LOVE FIELD  
PRESCOTT MUNICIPAL AIRPORT  
SIGNAGE, MARKING AND LIGHTING PLAN UPDATE  
EXHIBIT A**

Z & H Engineering, Inc. will provide the following engineering services to create a plan to describe and locate the current signage, marking and lighting on the Prescott Municipal Airport.

The objective of this contract is to create a Signage, Marking and Lighting Plan that will update and verify all signage, lighting and marking on the airport. The information that will be identified in the plan will include location, size and types of the items. Z & H Engineering will perform the following services:

**I. PRELIMINARY SERVICES**

**1.0 DATA COLLECTION**

Gather existing information, such as "as-built" plans, regarding the signage, marking and lighting for the project area.

**2.0 FIELD SURVEYS**

Field surveys will be conducted as required to verify location, size and types of existing signage, lighting and markings on the airport.

**II. DESIGN SERVICES**

**3.0 SIGNAGE, MARKING AND LIGHTING PLAN PREPARATION**

Using the field surveys and the information gathered Z & H will prepare a plan that will show the location, size and type of all signage, lighting and markings that exist on the airfield. The plans will appear as listed below. Some sheets may be combined or extra sheets may be added as required.

1	Cover Sheet
2-7	Airfield Signage, Marking and Lighting Plan

**EXHIBIT A-1  
SCOPE OF SERVICES**

Task 1.0	Data Collection	<u>FEE</u>
Task 2.0	Field Surveys	\$720
Task 3.0	Signage, Marking and Lighting Plan	17,820
		5,600
	Total Lump Sum	\$24,140

**EXHIBIT A-2  
SCOPE OF SERVICES**

Additional Services, as requested, will be provided at the following rates:

**Z & H ENGINEERING FEE SCHEDULE**

	<u>Hourly Rate</u>
Principal Engineer	\$160.00
Project Manager	\$130.00
Land Surveyor	\$120.00
Project Engineer	\$110.00
Assistant Project Engineer	\$80.00
Construction Observer	\$85.00
Clerical	\$40.00
3-man Survey Crew	\$200.00
2-man Survey Crew	\$140.00
1-man Survey Crew	\$85.00
Per-Diem (Overnight)	\$130.00
Miscellaneous Expenses	Cost +10%

**Z & H Engineering, Inc. Cost Proposal Worksheet  
Exhibit B**

**Client:** Prescott Municipal Airport  
**Project:** Signage, Marking and Lighting Plan  
**Date:** 8/4/2009  
**Name:** R. Apodaca

Task No.	Element	Principal Engineer	Project Manager	Assistant Engineer	Clerical	2-Man Survey Crew	Other	Total Hours	Total Cost	Cumulative Total
1.0	Data Collection	\$160	\$130	\$80	\$40	\$140		10	\$720	\$720
2.0	Field Surveys	2	4	20			\$15,380.00	26	\$17,820	\$18,540
3.0	Design Services	4	8	48	2			62	\$5,600	\$24,140
	Subtotal Hours	6	12	76	4	0				
	Costs	\$960	\$1,560	\$6,080	\$160	\$0	\$15,380.00		\$24,140	
								<b>Grand Total</b>	<b>\$24,140</b>	

**COUNCIL AGENDA MEMO – 10/06/09 & 10/13/09**

**DEPARTMENT:** Public Works

**AGENDA ITEM:** Approval of payment to Arizona Public Service Company (APS), for installation of a power pole on Indian Hill in an amount not to exceed \$24,162.00.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>SNorwood</i>	<i>09/29/09</i>

**Item Summary**

This item is to approve payment to Arizona Public Service Company (APS) for the installation of a self-supporting power pole on Indian Hill necessary for the Zone 39 Water System Improvement Project in south central Prescott. (see attached location map )

**Background**

In order to construct the new Indian Hill Reservoir relocation of an existing power pole is required. The existing power pole is within an easement must be relocated to outside of the perimeter of the new tank. Relocating the pole will facilitate removal of existing tanks, and excavation of the top 4 feet of the hill, and construction of the new 1.33 MG welded steel water storage tank. The pole relocation was anticipated and will be completed by APS in conformance with the provisions of the Franchise Agreement between the City and APS for the provision of electric services in Prescott.

**Budget**

FY 10 Funding is available from the Zone 39 Water Main, Pump Station and Water Reservoir budget for the pole relocation; Account No. 700-7810-09549

**Attachments**

- Location Map
- APS cost summary

**Recommended Action:** **MOVE** to approve payment to Arizona Public Service Company, for the installation of a power pole on Indian Hill in an amount not to exceed \$24,162.00.

# Zone 39 Water Main and Pump Station Upgrade Project

1.33MG Indian Reservoir  
(separate project)

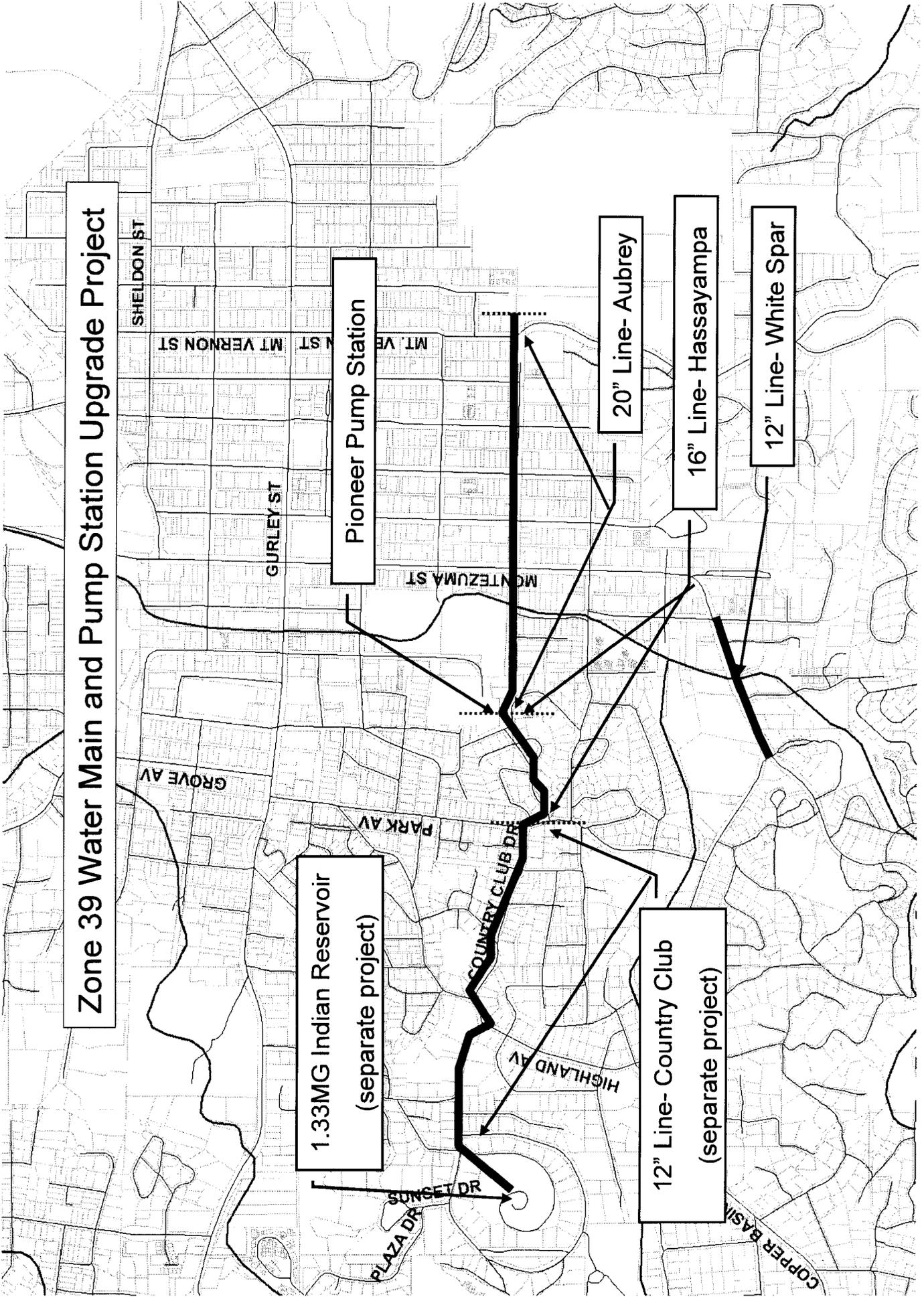
Pioneer Pump Station

12" Line- Country Club  
(separate project)

20" Line- Aubrey

16" Line- Hassayampa

12" Line- White Spar





## Project Invoice Cost Summary

**WO#** W462501 **Project Leader** RKLOOS  
**WO Description** PCT - CITY OF PRESCOTT - 1011 **Customer Name** CITY OF PRESCOTT  
COUNTRY CLUB - RELOC  
POLE/XFMR/SVC  
**Site Address** 1011 COUNTRY CLUB DR

Local Facilities Charges		Cost
	Total Project Cost	\$ 24,162.00
	LFC Material Cost \$	11,643.00
	LFC Labor Cost \$	12,519.00
	*Less APS System Improvement Cost	\$ 0.00
	*Less APS System Allowance Cost	\$ 0.00
	Less APS Street Light Cost	\$ 0.00
	Less Other	\$ 0.00
<b>Subtotal (1)</b>	<b>Cost of Local Facilities</b>	<b>\$ 24,162.00</b>
<b>Municipal Street Light Costs</b>		
<b>Subtotal (2)</b>	<b>Poles, Fixtures &amp; Other</b>	<b>\$ 0.00</b>
<b>(Subtotals 1+2)</b>	<b>Customer Project Cost (Before Tax)</b>	<b>\$ 24,162.00</b>
	Less Customer Cash Receipts	\$ 0.00
	<b>Customer Amount Due (Before Tax)</b>	<b>\$ 24,162.00</b>

### LFC Major Material List

A10 Self Supporting steel pole	1
75kva single phase OH xfmr	1
Secondary/Service dip	1
Secondary/Service Wire	100



<b>COUNCIL AGENDA MEMO – 10/06/09 &amp; 10/13/09</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Adoption of Ordinance No. 4719-1016 for the purchase of right-of-way for Bradshaw Drive south of Goodwin Street

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>[Signature]</i>	09/29/09

**Item Summary**

This item is to approve the purchase of 2,567.6 square feet of real property from the Rogers-Chemas Family Trust for Bradshaw Drive right-of-way.

**Background**

On February 18, 1963, the Yavapai County Board of Supervisors approved Dedication of a segment of Bradshaw Drive (Exhibit No.1), which was recorded on February 25, 1963, in Book 9 Page 63. On March 18, 1991, a Record of Survey was performed and recorded in Book 12, Page 73 (Exhibit No.2), which shows a portion of Bradshaw Drive right-of-way encroaching upon the adjacent property owned by the Rogers-Chemas Trust.

Violetta Chemas commissioned a Replat of her property to combine four (4) lots into two (2) lots, which was approved by the City and recorded Book 58 of Maps and Plats, Page 52, October 17, 2006. (Exhibit No.3) The Replat also depicts the Bradshaw Drive right-of-way encroachment. Trudy Rogers, Mrs. Chemas daughter, contacted the City by letter on March 4, 2007, (letter attached), advising the City of the encroachment and that Mrs. Chemas had never provided an easement nor been compensated for the encroachment. Apparently Mrs. Chemas discovered that Bradshaw Drive encroached upon her property through the Replat process.

In the March 4, 2007, letter, Trudy Rogers also made a request to abandon portions of Rush and Carleton Streets which are adjacent to Mrs. Chemas lots. Public Works went through the review and notification process for the abandonment request and subsequently determined not to proceed due to the disruption in street connectivity that would result affecting parcels and future development south of Carleton Street.

Appraisal Consultants performed an appraisal and determined the value of the encroached property to be \$13,000.00. The proportionate share of property taxes for years 2007 and 2008 are \$145.56. Total cost for the encroached Bradshaw Drive right-of-way is \$13,145.56.

**Agenda Item:** Adoption of Ordinance No. 4719-1016 for the purchase of right-of-way for Bradshaw Drive south of Goodwin Street

**Budget**

Pending approval of the acquisition an Agreement for Sale of Real Property will be processed through escrow to complete the transaction.

Funding for the purchase of this right-of-way in the amount of \$13,145.56, plus closing costs estimated to between \$500 and \$1,000.00, is available from the One Cent Sales Tax for Streets and Open Space; Account No. 215 5400 8925

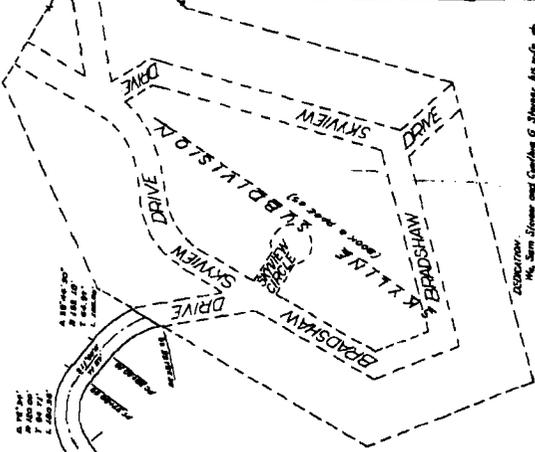
**Attachments**

- Exhibit No.1 Dedication of Bradshaw Drive, Bk. 9, Pg. 63
- Exhibit No.2 Record of Survey, Bk. 12, Pg. 73
- Exhibit No.3 Replat of the Rogers-Chemas Property, Bk.58, Pg. 52
- Letter from Trudy Rogers dated March 4, 2007
- Legal and Map of encroached area
- Ordinance No. 4719-1016
- Quit Claim Deed

**Recommended Action:** MOVE to adopt Ordinance No. 4719-1016.

# DEDICATION OF BRADSHAW DRIVE

Located in a portion of the W 1/4 of the NE 1/4 and the N 1/2 of the SE 1/4 of Section 3, T13N, R2E, G & S R. 6E, Yavapai County, Arizona  
Scale: 1"=100'



Surveyed and platted under my direction this month of Sept. 1963  
M. J. C. C. C.  
Municipal Civil Engineer

**IN WITNESS WHEREOF:**  
That Dudley W. McDougal Realtors Insurance, Inc. as Arizona incorporation, hereinafter named, its corporate name, in its named and its corporate name, is the affiant and the name to be affected by the same, presents the within plat, to be dedicated to the public use and to be shown as shown on this plat and included in the above described plat and same as such affiant respectively.

**IN WITNESS WHEREOF:**  
That Dudley W. McDougal Realtors Insurance, Inc. as Arizona incorporation, hereinafter named, its corporate name, in its named and its corporate name, is the affiant and the name to be affected by the same, presents the within plat, to be dedicated to the public use and to be shown as shown on this plat and included in the above described plat and same as such affiant respectively.

By Dudley W. McDougal  
Secretary - Insurance

By Frank C. Brown  
Mayor



Approved by the Yavapai County Board of Supervisors,  
this 12th day of Sept. 1963

By Joseph A. Sauer  
County Engineer

**STATE OF ARIZONA**  
**COUNTY OF YAVAPAI**  
I, Henry Public, Notary Public, do hereby certify that the within plat, to be dedicated to the public use and to be shown as shown on this plat and included in the above described plat and same as such affiant respectively, was presented to me by the affiant and the name to be affected by the same, and that the same was duly recorded in my office on this day of Sept. 1963.

In witness whereof I have hereunto set my hand and official seal.

By Henry Public  
Notary Public

Approved by the Yavapai County Board of Supervisors,  
this 12th day of Sept. 1963

By Joseph A. Sauer  
County Engineer

**ZONING:**  
These and copies of these plat and same as such affiant respectively, were presented to me by the affiant and the name to be affected by the same, and that the same was duly recorded in my office on this day of Sept. 1963.

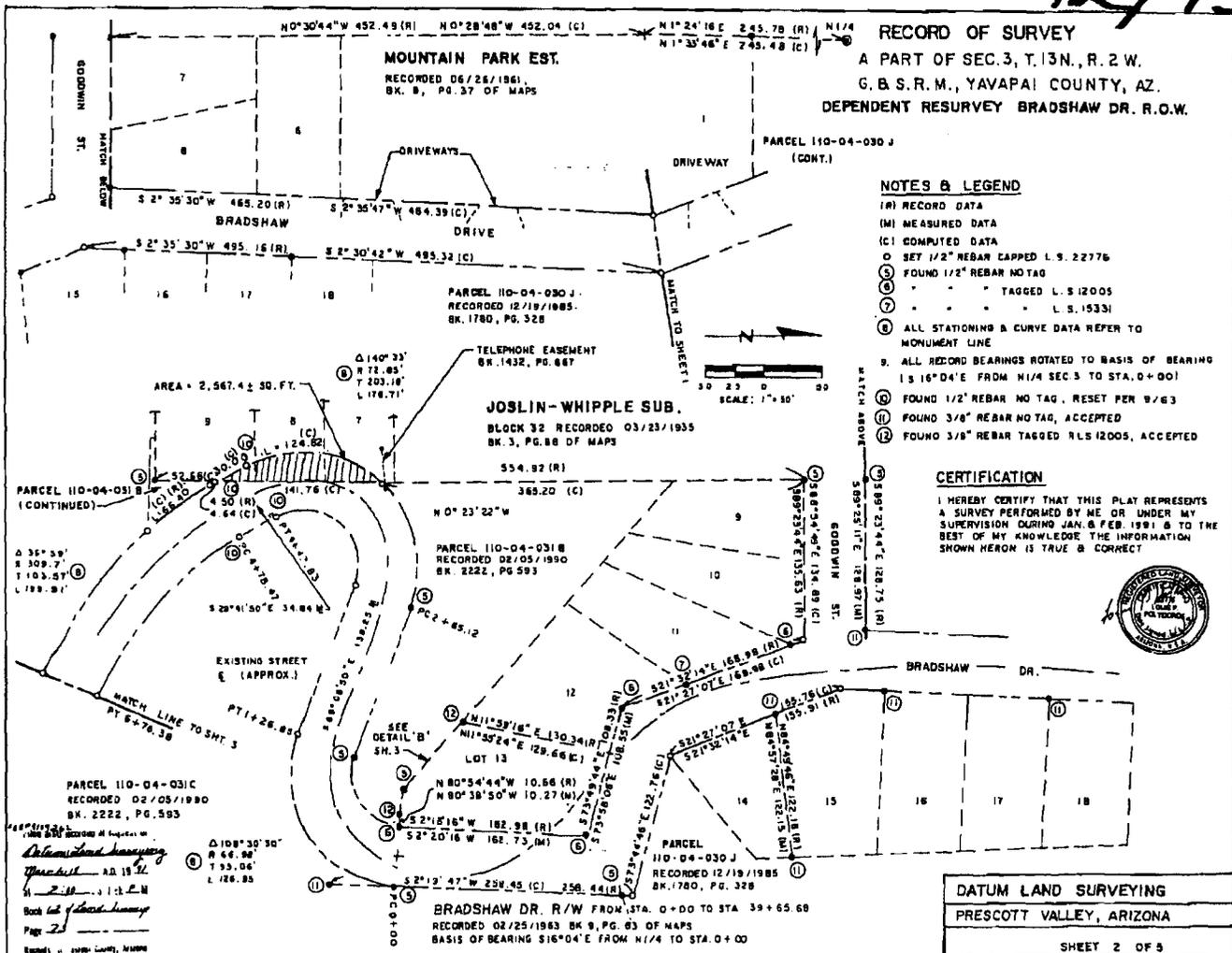
**CITY OF PHOENIX**  
The foregoing plat was presented to me by the affiant and the name to be affected by the same, and that the same was duly recorded in my office on this day of Sept. 1963.

By Frank C. Brown  
Mayor

By Joseph A. Sauer  
County Engineer

# EXHIBIT#2

12/73



**RECORD OF SURVEY**  
 A PART OF SEC. 3, T. 13N., R. 2 W.  
 G. B. S. R. M., YAVAPAI COUNTY, AZ.  
 DEPENDENT RESURVEY BRADSHAW DR. R.O.W.

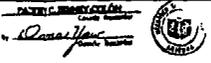
**NOTES & LEGEND**  
 (R) RECORD DATA  
 (M) MEASURED DATA  
 (C) COMPUTED DATA  
 O SET 1/2" REBAR CAPPED L.S. 22776  
 (S) FOUND 1/2" REBAR NO TAG  
 (B) " " " TAGGED L.S. 12005  
 (V) " " " " " " " L.S. 15331  
 (A) ALL STATIONING & CURVE DATA REFER TO MONUMENT LINE  
 B. ALL RECORD BEARINGS ROTATED TO BASIS OF BEARING 1 S 16° 04' E FROM N 1/4 SEC 3 TO STA. 0+00  
 (S) FOUND 1/2" REBAR NO TAG, RESET PER B/63  
 (V) FOUND 3/8" REBAR NO TAG, ACCEPTED  
 (B) FOUND 3/8" REBAR TAGGED RLS 12005, ACCEPTED

**CERTIFICATION**  
 I HEREBY CERTIFY THAT THIS PLAT REPRESENTS A SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION DURING JAN. & FEB. 1981 & TO THE BEST OF MY KNOWLEDGE THE INFORMATION SHOWN HEREON IS TRUE & CORRECT



**DATUM LAND SURVEYING**  
 PRESCOTT VALLEY, ARIZONA  
 SHEET 2 OF 5

APPROVED BY  
 State Surveyor  
 State of Arizona  
 AD 1132  
 State Seal of David L. Lammey  
 Page 2





March 4, 2007  
9635 N. 3<sup>rd</sup> Drive  
Phoenix, AZ 85021  
(602)944-8662

Mr. Richard A Mastin  
Development Services Manager  
Engineering Department  
City of Prescott  
P. O. Box 2059  
Prescott, AZ 86303

RE: Encroachment of Bradshaw Drive on Lots 6R and 8R of Block 32 of Joslin-Whipple  
Subdivision

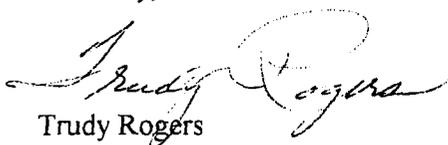
Dear Mr. Mastin:

Thank you for meeting with me several weeks ago relative to the above issue. As I mentioned to you, my mother has owned the lots effected since 1947. An easement for Bradshaw Drive was never obtained and my mother was never compensated for the encroachment of her property. I left a map copy of this with you, and you indicated you were going to check it out.

As I also mentioned to you, we are interested in requesting the abandonment of Rush St. (as it borders Lots 6R, 8R, 110-02-093B and 110-02-093A) and Carlton St. (as it borders Lots 8R and 110-02-093A). Although these sections of the two streets show on the recorded map, they have never been cut through or used as thorough fares. I have enclosed a letter from my mother, Violetta R. Chemas, as a formal request for this street abandonment.

On March 9<sup>th</sup>, I will be going out of state and will not return until April 1, 2007. If I have not heard from you, I will be in touch with you then. Thank you for your attention to this issue.

Sincerely,

  
Trudy Rogers

Enclosure

**ORDINANCE NO. 4719-1016**

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF REAL PROPERTY BELONGING TO THE ROGERS-CHEMAS TRUST FOR BRADSHAW DRIVE RIGHT-OF-WAY**

**RECITALS:**

WHEREAS, the City Council of the City of Prescott has determined that a portion of Bradshaw Drive Right-of-Way (2,567.6 SF) was inadvertently dedicated and encroached on private property owned by the Rogers-Chemas Trust; and

WHEREAS, the City Council of the City of Prescott wishes to acquire a certain portion of Bradshaw Drive located on property owned by the Rogers-Chemas Trust as described on Exhibit "A"; and

WHEREAS, the value of the Right-of-Way was appraised by an independent appraiser at \$13,000.00 and therefore will be Quit Claimed to the City of Prescott at market price. The purchase will also include proportionate share of property taxes for years 2007 and 2008 which amounts to \$145.56. Total purchase price for encroached Bradshaw Drive Right-of-Way is \$13,145.56 (\$13,000.00 + \$145.56) plus closing costs.

**ENACTMENTS:**

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

SECTION 1. THAT certain portion of Bradshaw Drive Right-of-Way recorded in Book 9, Page 63 of Maps and Plats was dedicated and encroached on private property owned by the Rogers-Chemas Trust as set forth in Exhibit "A". The City will purchase that portion of Bradshaw Drive Right-of-Way (2,567.6 SF) as shown in Exhibit "A" for \$13,145.56 and the Rogers-Chemas Trust will Quit Claim the encroached property to the City of Prescott.

SECTION 2. THAT the public interest is served by this purchase.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 13<sup>th</sup> day of October, 2009.

---

JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

---

ELIZABETH A. BURKE, City Clerk

---

GARY D. KIDD, City Attorney

**EXHIBIT 'A'**  
**RIGHT-OF-WAY ACQUISITION**  
**110-02-102A**

All that portion of Lot 6-R of the REPLAT OF LOTS 6-7-8-9, BLOCK 32, JOSLIN-WHIPPLE SUBDIVISION, according to the Plat of record, recorded in Book 58 of Maps and Plats Page 52, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

Commencing from the Southeast corner of Lot 8-R of said plat, said corner also being the Southeast corner of Lot 9 as shown in the land survey recorded in Book 12 of Land Surveys Page 73, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona,

Thence N 00°23'22" W, 129.51 feet along the East line of Lot 8-R to the Southeast corner of Lot 6-R of said subdivision;

Thence continuing N 00°23'22" W, 64.91 feet along the East line of said Lot 6-R, to the intersection of the recorded right-of-way of Bradshaw Drive as recorded in Book 9 of Maps and Plats Page 63, on file in the said Office of the Yavapai County Recorder;

Thence Southwesterly along a non-tangent curve to the left having a long chord bearing of S 22°19'18" W, a chord length of 70.37 feet, a central angle of 42°08'56", and a radius of 97.85 feet, to a point that intersects the South line of said Lot 6-R;

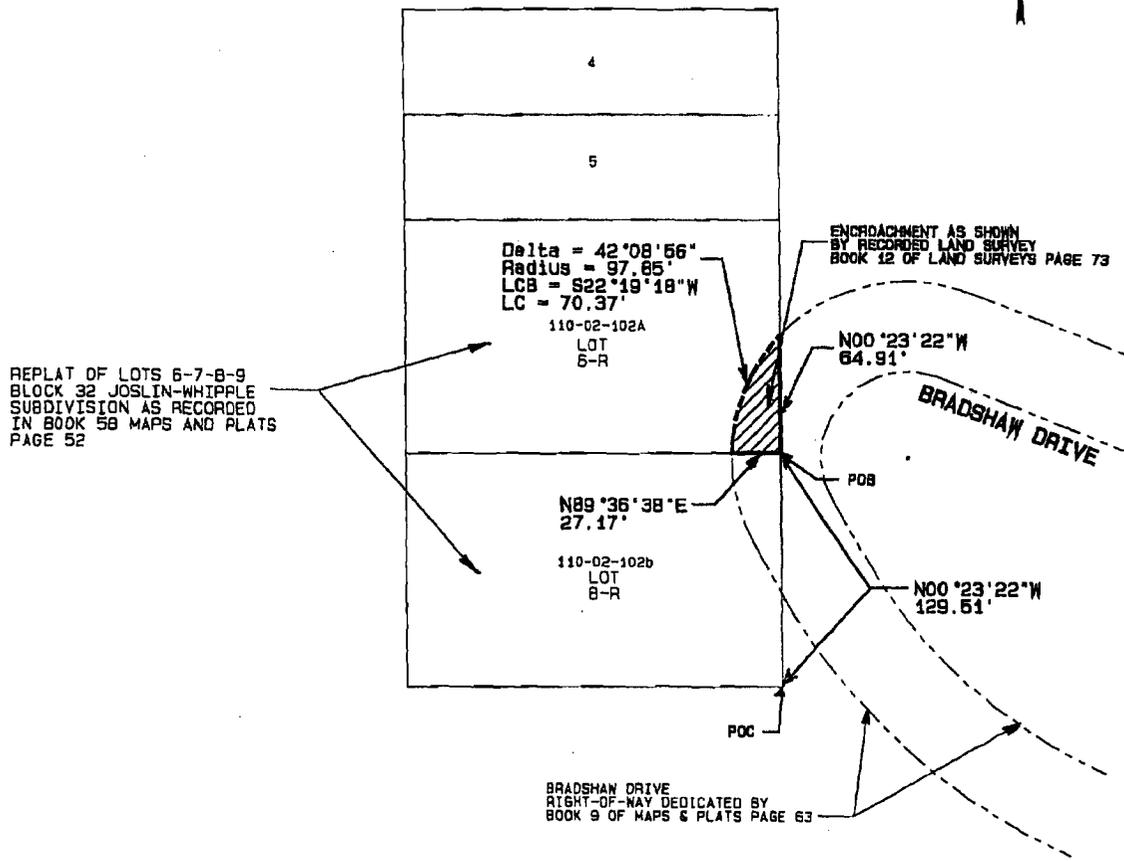
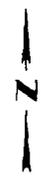
Thence N 89°36'38" E, 27.17 feet along the South line of said Lot 6-R to the Point of Beginning.

Containing 1190.9 square feet more or less.



EXPIRES  
3/31/2011

# 110-02-102A RIGHT-OF-WAY ACQUISITION



RIGHT-OF-WAY AREA = 1190.9 sq.



**EXPIRES  
3/31/2011**

**EXHIBIT 'A'**  
**RIGHT-OF-WAY ACQUISITION**  
**110-02-102B**

All that portion of Lot 8-R of the REPLAT OF LOTS 6-7-8-9, BLOCK 32, JOSLIN-WHIPPLE SUBDIVISION, according to the Plat of record, recorded in Book 58 of Maps and Plats Page 52, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona, more particularly described as follows:

Commencing from the Southeast corner of Lot 8-R of said plat, said corner also being the Southeast corner of Lot 9 as shown in the land survey recorded in Book 12 of Land Surveys Page 73, on file in the Office of the Yavapai County Recorder, Yavapai County, Arizona,

Thence N 00°23'22" W, 52.66 feet along the East line of Lot 8-R to the intersection of the recorded right-of-way of Bradshaw Drive, as recorded in Book 9 of Maps and Plats Page 63, on file in the said Office of the Yavapai County Recorder, said point also being the Point of Beginning;

Thence continuing N 00°23'22" W, 76.85 feet along the East line of said Lot 8-R, to the Northeast corner of said Lot 8-R;

Thence S 89°36'38" W, 27.17 feet along the North line of said Lot 8-R, to the intersection of the recorded right-of-way of Bradshaw Drive as recorded in Book 9 of Maps and Plats Page 63, on file in the said Office of the Yavapai County Recorder;

Thence Southeasterly along a non-tangent curve to the left having a long chord bearing of S 14°13'23" E, a chord length of 52.20 feet, a central angle of 30°56'33", and a radius of 97.85 feet;

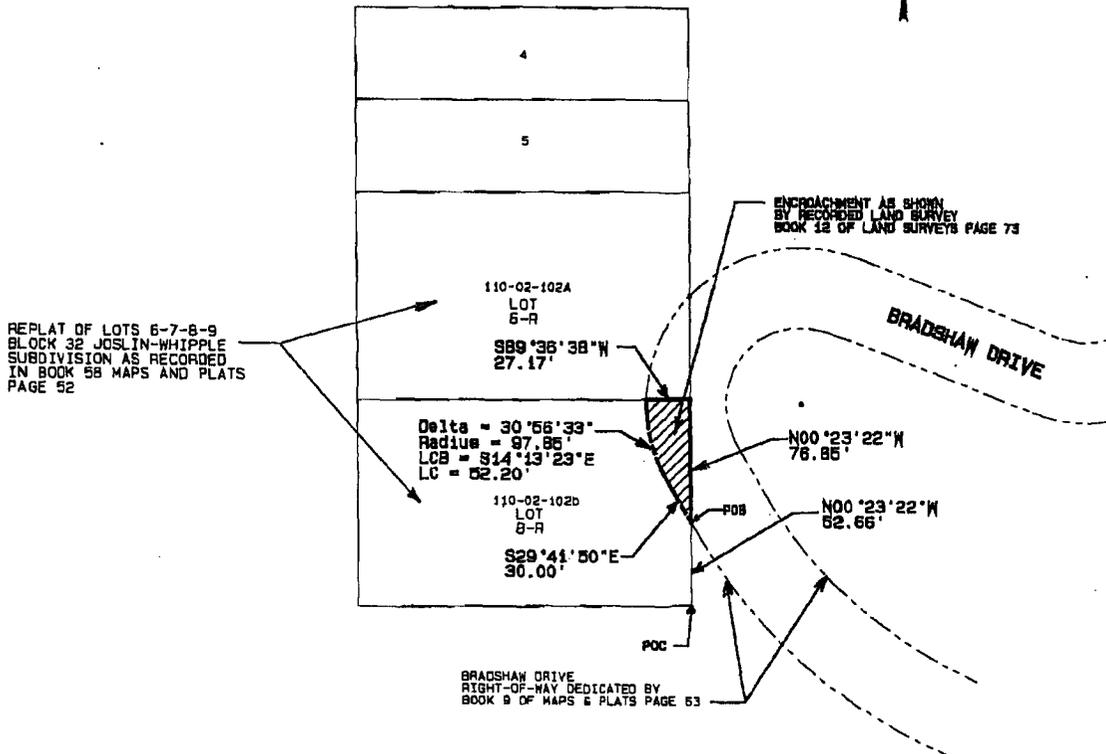
Thence S 29°41'50" E, 30.00 feet, to the Point of Beginning.

Containing 1376.7 square feet more or less.



EXPIRES  
3/31/2011

# 110-02-102B RIGHT-OF-WAY ACQUISITION



RIGHT-OF-WAY AREA = 1376.7 sq. ft.



When recorded, mail to:

CITY OF PRESCOTT  
City Clerk's Office  
P. O. Box 2059  
Prescott, AZ 86302

### QUIT CLAIM DEED

FOR THE CONSIDERATION of Thirteen-thousand-one-hundred-forty-five dollars and fifty-six cents (\$13,145.56) and other valuable consideration, the receipt of which is hereby acknowledged, Rogers-Chemas Trust , Grantor, hereby quitclaims to the CITY OF PRESCOTT, an Arizona municipality, all right, title or interest in the following real property situated in Yavapai County, Arizona:

See Exhibit "A", attached hereto and made a part hereof.

Exempt from filing fee pursuant to ARS § 11-1134(A)(3).

DATED this \_\_\_\_ day of \_\_\_\_\_, 2009.

#### OWNERS

By: \_\_\_\_\_  
Rogers-Chemas Family Trust  
Violetta Rogers Chemas Trustee

ACCEPTED AND APPROVED BY THE MAYOR AND COUNCIL this \_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

CITY OF PRESCOTT

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

\_\_\_\_\_  
JACK D. WILSON, Mayor



<b>COUNCIL AGENDA MEMO – 10/06/09 &amp; 10/13/09</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Adoption of Resolution No. 3992-1022 approving an Intergovernmental Agreement with the State of Arizona for the SR 89A Granite Dells Parkway Traffic Interchange Project

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>SNorwood</i>	<i>09/30/09</i>

**Item Summary**

Approval of this item will allow the City to enter into an intergovernmental agreement (IGA) with the State of Arizona Department of Transportation (ADOT) to provide for implementation of the Granite Dells Parkway Traffic Interchange on State Route 89A just east of Side Road; and acceptance of \$1 Million dollars from ADOT for project administration during construction.

**Background**

Parsons Transportation completed engineering of the SR 89A Granite Dells Parkway Traffic Interchange (TI), a diamond configuration with one-lane freeway ramps, 2-lane roundabouts, 4-lane bridge over SR 89A, along with south and north roadway segments to connect with Granite Dells Parkway, including the extension of Centerpointe Drive between Side Road and Granite Dells Parkway.

The attached IGA recites the responsibilities of the parties in delivery of the project. Some elements of the IGA are repeated below.

In addition to the funding ADOT will:

- Provide laboratory materials testing for Quality Acceptance, at no cost to the City.
- Permit use of the west half of the existing box culvert at MP 319.36 for the purpose of a multi-use trail to provide connectivity to the Peavine Trail.
- Provide all maintenance and operation for the ramps, the bridge and roundabout lighting and electrical power for the ramp lighting upon project acceptance.

**Agenda Item:** Adoption of Resolution No. 3992-1022 approving an Intergovernmental Agreement with the State of Arizona for construction of the Granite Dells Parkway SR 89A Traffic Interchange

The City will:

Provide for public bidding of the Project in conformance with the applicable provisions of Title 34, Arizona Revised Statutes to the extent not inconsistent with Title 28. Award or cause to be awarded, the construction contract, provide construction inspection, materials testing, verification of quantities and process change orders for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by or attributable to the City.

Provide separate metering and electrical power for the roundabout lighting and the pedestrian tunnel lighting.

Maintain the box culvert suitable for use as a multi-use trail providing all service and payment therefore.

Provide all construction inspection and management, with ADOT certified personnel, and perform field material testing meeting ADOT frequencies for the Project both within ADOT right-of-way and the City's right-of-way.

Include ADOT Prescott District in future development discussions, for all developments accessing SR 89A from Granite Dells Parkway. During this planning ADOT, City of Prescott and their developers can discuss traffic impacts to the interchange and SR 89A and who is responsible for mitigating those impacts.

Apply for and receive a construction permit from the Prescott District once the plans are completed and a contractor is under contract and before any work takes place on ADOT right-of-way.

Acquire all additional Right of Way needed for the project and its construction, at no cost to the State.

**Budget**

The contribution by the State will offset a portion of the project administration costs and augment project funding from the One Cent Sale Tax for Streets and Open Space.

**Attachments**

- IGA
- Resolution No. 3992-1022

**Recommended Action:** MOVE to adopt Resolution No. 3992-1022.

**RESOLUTION NO. 3992-1022**

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) TO PROVIDE FOR THE GRANITE DELLS PARKWAY SR 89A TRAFFIC INTERCHANGE PROJECT, ACCEPTING \$1,000,000 FROM ADOT FOR PROJECT ADMINISTRATION DURING CONSTRUCTION AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE**

**RECITALS:**

WHEREAS, the City and the State of Arizona Department of Transportation (ADOT) wish to enter into a certain Intergovernmental Agreement for the City to provide for implementation of the Granite Dells Parkway Traffic Interchange on State Route 89A just east of Side Road; and accept funds from ADOT in FY09 for \$1,000,000 for project administration during construction; and,

WHEREAS; in addition to the funding, ADOT will provide other miscellaneous contributions to the City; and,

WHEREAS, the contributions by the State will offset a portion of the project administration costs and augment project funding from the One Cent Sales Tax for Street and Open Space; and,

WHEREAS, the City of Prescott and ADOT have the authority to enter into the foregoing agreement pursuant to ARS Sections 11-952, 48-3603(9) and 9-240(5).

**ENACTMENTS:**

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

Section 1. THAT the City of Prescott hereby approves the attached Intergovernmental Agreement with ADOT for the City to provide for implementation of the Granite Dells Parkway Traffic Interchange on State Route 89A just east of Side Road and accept funds from ADOT in FY09 for project administration during construction.

Section 2. THAT the Mayor and staff are hereby authorized to execute the attached Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 13<sup>th</sup> day of October, 2009.

\_\_\_\_\_  
JACK D. WILSON, Mayor

ATTEST:

APPROVED AS TO FORM:

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

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

ADOT File No.: IGA/JPA 08-139I  
AG Contract No.: P001 2009 000002  
Project: Traffic Interchange  
Section: SR 89A MP 318 - MP 320  
TRACS No.: H7224 01C  
Budget Source Item No.: 73309

## INTERGOVERNMENTAL AGREEMENT

BETWEEN  
THE STATE OF ARIZONA  
AND  
CITY OF PRESCOTT

**THIS AGREEMENT** is entered into this date \_\_\_\_\_, 2009, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PRESCOTT, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

### I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.
3. The City has completed the design phase for a diamond interchange with one-lane freeway ramps, 2-lane roundabouts and the south and north termini and a 4-lane bridge over SR 89A at the Granite Dells arterial roadway alignment. The State and the City wish to participate in the construction and maintenance of the Granite Dells Traffic Interchange on SR 89A from MP 318 to MP 320. The City will award a contract and will administer the construction of the Project which includes the Traffic Interchange, two roundabouts, required lighting on the ramps and for the roundabouts and auxiliary lanes between Larry Caldwell and Granite Dells. The State will contribute \$1,000,000.00 for the administration of the Project.
4. The Parties hereto agree to and acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement; and any change or modification to the Project will only occur with the mutual written consent of both Parties.

**THEREFORE**, in consideration of the mutual covenants expressed herein, it is agreed as follows:

---

**II. SCOPE OF WORK**

1. The State will:
  - a. Review the design documents required for construction of the Project and provide comments to the City as appropriate.
  - b. Issue a permit for the construction of the Project, once the plans are complete and a contractor is under contract.
  - c. Provide Laboratory Quality Acceptance materials testing at no cost to the City.
  - d. Provide a Project Coordinator to oversee the administration of the Project and the permit and serve as the liaison between ADOT and the City of Prescott and their contractors.
  - e. Permit use of the west half of the existing box culvert at MP 319.36 for the purpose of a multi-use trail to provide connectivity to the Peavine Trail.
  - f. Enter into an Agreement with the property owner for the dedication and potential reversion of a portion of the Right of Way to the property owner subject to the terms of that Agreement.
  - g. Provide all maintenance and operation for the ramps, the bridge and roundabout lighting.
  - h. Provide electrical power for the ramp lighting.
  - i. Upon execution of this Agreement and receipt of an invoice from the City, remit to the City an amount not to exceed \$1,000,000.00 for the administration of the Project.
  - j. Be responsible for any contractor claims for extra compensation attributable to the State and for its proportionate share of any additional Project costs.
2. The City will:
  - a. Prepare and provide design plans, specifications and other such documents and services required for construction of the Project.
  - b. Provide for public bidding of the Project in conformance with the applicable provisions of Arizona Revised Statutes, Title 34 to the extent not inconsistent with Title 28. Award, or cause to be awarded, the construction contract, provide construction inspection, materials testing, verification of quantities and process change orders for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by or attributable to the City.
  - c. In the event unforeseen conditions or circumstances increase the cost of said work necessitated by a change in the Project's Scope of Work, such additional costs shall require prior approval of both parties. Be responsible for any contractor claims for extra compensation attributable to the City and for its proportionate share of any additional Project costs.
  - d. Upon completion of the Project, perform the final inspection and notify the State in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed.
  - e. Provide separate metering and electrical power for the roundabout lighting and the pedestrian tunnel lighting.

- f. Maintain the box culvert suitable for use as a multi-use providing all service and payment therefore.
- g. Provide all construction inspection and management with ADOT certified personnel and perform field material testing meeting ADOT frequencies for the Project both within ADOT right-of-way and the City's right-of-way.
- h. Upon execution of this Agreement, invoice the State for the State's contribution for an amount not to exceed \$1,000,000.00 for administration of the Project.
- i. Include ADOT Prescott District in future development discussions, for all developments accessing SR 89A from Granite Dells Parkway. During this planning ADOT, City of Prescott and their developers can discuss traffic impacts to the interchange and SR 89A and who is responsible for mitigating those impacts.
- j. Apply for and receive a construction permit from the Prescott District once the plans are completed and a contractor is under contract and before any work takes place on ADOT right way.
- k. Acquire all the additional Right of Way needed for the project by the completion of the construction of project, at no cost to the State.

**III. MISCELLANEOUS PROVISIONS**

- 1. This Agreement shall remain in full force and effect until completion of the work; provided, however, any provisions in this Agreement for electrical power, maintenance and operation shall be perpetual.
- 2. The parties to this Agreement agree that the State of Arizona shall be indemnified and held harmless by the City for the vicarious liability of the State as a result of entering into this Agreement. Each party to this contract is responsible for its own negligence.
- 3. This Agreement shall become effective upon filing with the Secretary of State.
- 4. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.
- 5. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.
- 6. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.
- 7. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 S. 17<sup>th</sup> Avenue, Mail Drop 637E  
Phoenix, Arizona 85007  
(602) 712-7124  
(602) 712-3132 Fax

City of Prescott  
Public Works Department  
Attn: Scott J. Tkach P.E.  
City Engineer  
430 N. Virginia Street  
Prescott, Arizona 86302  
(928) 777-1140  
(928) 771-5943 Fax

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

10. Non-Availability of Funds: Every payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available.

11. The parties shall comply with Arizona Revised Statutes § 41-4401 to the extent applicable to the activities under this Agreement.

12. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

---

**IN WITNESS WHEREOF**, the Parties have executed this Agreement the day and year first above written.

CITY OF PRESCOTT

**STATE OF ARIZONA**

Department of Transportation

By \_\_\_\_\_  
JACK D. WILSON  
Mayor

By \_\_\_\_\_  
SAM MAROUFKHANI, P. E.  
Deputy State Engineer, Development

ATTEST:

By \_\_\_\_\_  
LIZ BURK  
Clerk

**ATTORNEY APPROVAL FORM FOR THE CITY OF PRESCOTT**

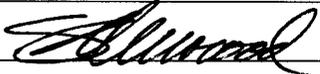
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF PRESCOTT, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
City Attorney

<b>COUNCIL AGENDA MEMO – 10/06/09 &amp; 10/13/09</b>
<b>DEPARTMENT:</b> Public Works
<b>AGENDA ITEM:</b> Approval of Supplemental Agreement No. 4 to Contract No. 07-115 with Parsons Transportation Group, for engineering post design services for the SR89A - Granite Dells Parkway Project in an amount not to exceed \$315,612.00

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Mark Nietupski	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood 	09/30/09

**Item Summary**

This item is to amend Contract No. 07-115 with Parsons Transportation Group (Parsons) through Supplemental Agreement No. 4 for engineering and post-design services associated with construction of the grade separated traffic interchange (TI) east of the Side Road intersection with SR 89A. Post design services are necessary for construction management support and project certification in accordance with ADOT requirements.

**Background**

On November 13, 2006, City Council approved Contract No. 07-115 with Parsons for engineering services, which initial proposal contemplated a phased approach for design and construction of the TI.

The project consists of a diamond interchange configuration with one-lane freeway ramps, 2-lane roundabouts, 4-lane bridge over SR 89A, along with south and north roadway segments to connect with Granite Dells Parkway, including the extension of Centerpointe Drive between Side Road and Granite Dells Parkway. The initial improvements will be constructed to meet current traffic needs, with build-out of the interchange occurring when dictated by future traffic demand.

Supplemental Agreement No. 4 in the amount of \$315,612.00 provides for post-design phase engineering services as well as compensation for additional engineering tasks required near the end of design and not previously specified including: ADOT required slope revisions after 30% & 60% design completion, changes in roundabout design, drainage revisions and legal description modifications due to slope revisions, and asbestos and lead based paint survey for existing facilities, total cost \$72,929.00.

Jack and bore design for water and sewer extension was required at three locations along the SR 89A to serve lands north of SR 89A and fulfill obligations under the Cavan Development Agreement, design of street illumination for the Centerpointe East Drive/Granite Dells Parkway intersection was also required, and additional

**Agenda Item:** Approval of Supplemental Agreement No. 4 to Contract No. 07-115 with Parsons Transportation Group, for engineering post design services for the SR89A - Granite Dells Parkway Project in an amount not to exceed \$315,612.00

environmental clearance was necessary for earthwork on Cavan property, total cost \$67,683.00.

Due to contractual obligations project design was expedited to assure the City met the completion deadline specified in the Development Agreement with Granite Dells Estates Properties, LLC to deliver plans and specifications by January 15, 2009. Supplemental Agreement No. 4 was originally scheduled for Council consideration in March 2009.

Construction period engineering, record drawing preparation, and project certification costs are in the amount of \$175,000.00 to be utilized on an as needed basis. The cost summary follows.

ADOT Required Changes	\$ 72,929.00
City Required Changes	\$ 67,683.00
Post Design Services	<u>\$175,000.00</u>
 Total SA No. 4	 \$315,612.00

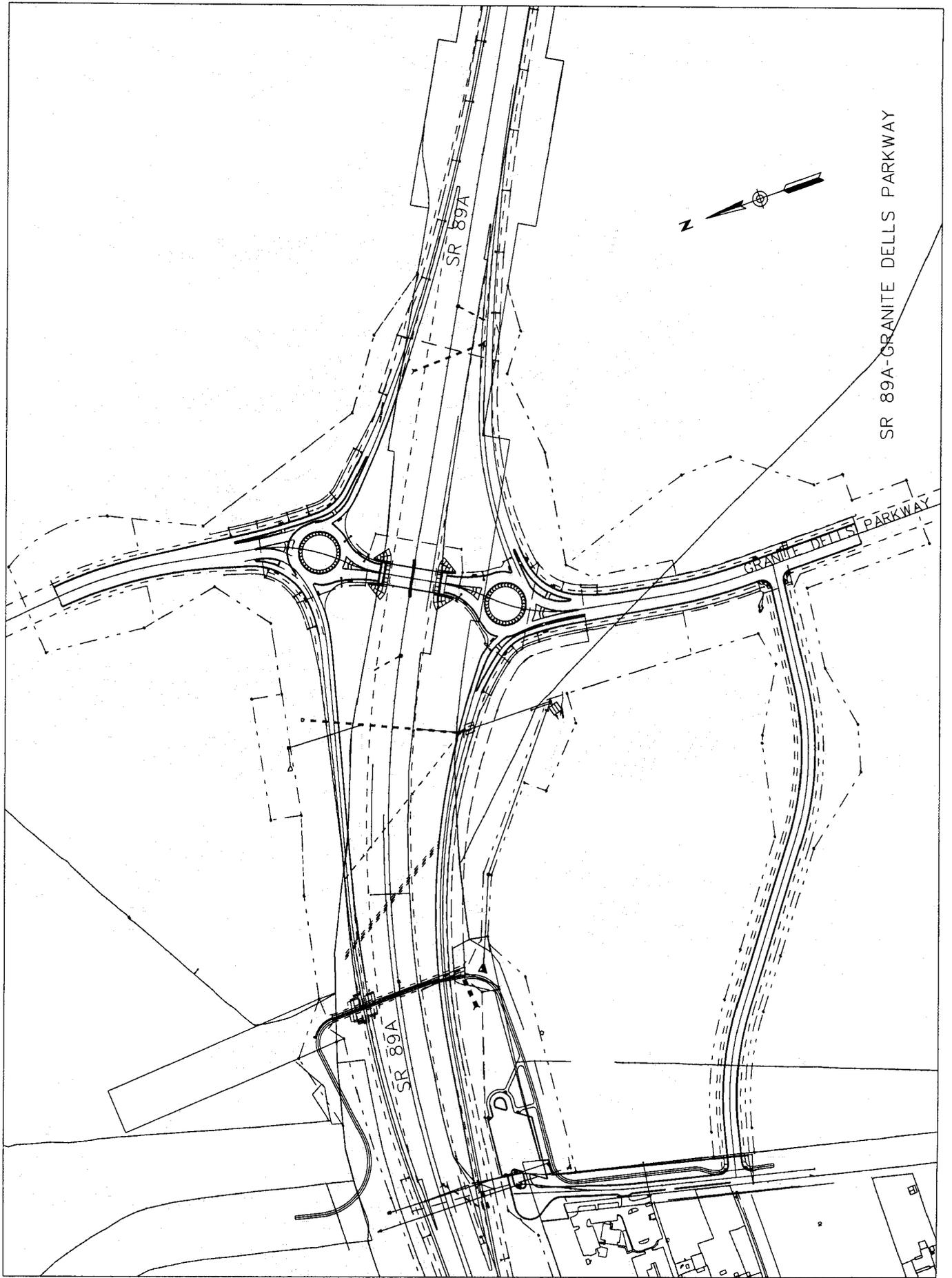
#### **Budget**

FY 10 funding for Supplemental Agreement No. 4 will be from the One Cent Sales Tax for Streets and Open Space; Account No.2157810-8410-09634.

**Attachments**

- Proposed Contract Modification No. 4
- Location Map

**Recommended Action:** MOVE to approve Supplemental Agreement No. 4 with Parsons Transportation Group for engineering post design services for the SR89A - Granite Dells Parkway TI Project in an amount not to exceed \$315,612.00.



SR 89A

SR 89A-GRANITE DELLS PARKWAY

GRANITE DELLS PARKWAY

SR 89A

# PARSONS

4801 E. Washington Street • Suite 250 • Phoenix, Arizona 85034 • (602) 852-9195 • Fax: (602) 952-9303 • www.parsons.com

February 26, 2009

646774-08

Mr. Scott Tkach, City Engineer  
City of Prescott  
433 N. Virginia Street  
Prescott, AZ 86302

**RE: Contract No. 07-115  
SR 89A – Granite Dells Parkway  
Proposed Contract Modification No. 4  
Supplemental Agreement - \$315,612  
Final Design Modifications & Postdesign Services**

Dear Scott,

Attached is our proposal and contract modification request for compensation for the out of scope work that was requested by the City of Prescott during the design process and compensation for post design services. The out of scope work requests were summarized and listed in the weekly progress reports going back to October 3<sup>rd</sup>, 2008 and discussed prior to that in e-mail correspondence and monthly coordination meetings held in Prescott. Parsons has accommodated these modifications into the design schedule which can not be extended.

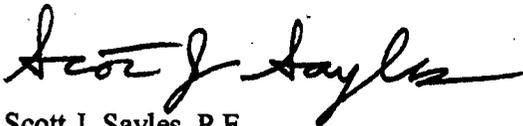
The post design service request is approximately 1.0% of the Contractor Bid (\$17,095,966.12) and based of the Task Overview and Scope of Work for Post Design Services in the attachment. The rates herein, if different than original Phase I and Phase II Contract rates, are based on actual current rates and current audited overhead rate.

An accompanying scope of service details the additional work requested.

We are requesting a contract modification to increase our compensation by \$315,612. Documentation of the derivation of these fees is attached.

I trust you will find this request in order. Should you have any questions, please contact me at 602.852.9195.

Sincerely,



Scott J. Sayles, P.E.  
Project Manager

Attachment



Firm: Parsons Transportation Group  
 4801 East Washington Street #250  
 Phoenix, Arizona 85034  
 Phone: (602) 852-9195  
 FAX: (602) 952-9303

Project Name: SR 89A - Granite Dells Parkway  
 COP Contract No.: 07-115  
 ADOT TRACS No.: 89A YV 318 H7224 01C  
 ADOT Project Number: 89A-A-NFA  
 Task: Out of Scope Work  
 Requested by City of Prescott &  
 Postdesign Services

**DERIVATION OF COST PROPOSAL - SUMMARY**

**LUMP SUM COST**

Classification	Estimated Person-Hours	Average Hourly Rate	Labor Costs
Project Principal	0	\$ -	\$ -
Project Manager	101	\$ 70.00	\$ 7,070.00
Project Engineer	202	\$ 48.50	\$ 9,797.00
Design Engineer	241	\$ 38.05	\$ 9,170.05
Technician/Drafter	129	\$ 31.10	\$ 4,011.90
Secretarial	34	\$ 19.30	\$ 656.20
<b>Total</b>	<b>707</b>		<b>\$ 30,705.15</b>

OH Negotiated @	158.32%	Total Estimated Labor	\$ 30,705.15
		of Total Estimated Labor	\$ 48,612.39
		Subtotal (Lump Sum)	\$ 79,317.54

**COST PLUS FIXED FEE (CPFF) ESTIMATED COST**

Postdesign (Includes Parsons and Subconsultants)	\$ 175,000.00
(See attached classification based post design service rates)	
Subtotal (CPFF)	\$ 175,000.00

**Lump Sum Direct Expenses**

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

Outside Reproduction	\$ -
Outside Messenger Service	\$ -
Mileage	\$ -
<b>Total Expenses</b>	<b>\$ -</b>

**Lump Sum Outside Services and Consultants**

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

Firm	Method of Compensation	Cost
RTE	Roundabout Analysis LS	4,320.00
RAALCALA	Lighting, Electrical LS	27,141.58
CRA	Drainage, Survey LS	5,377.50
AMEC	Geotechnical LS	11,998.00
SWCA	Environmental LS	4,526.00
<b>Total Lump Sum Outside Services</b>		<b>\$ 53,363.08</b>
<b>Total Lump Sum Cost to Consultant</b>		<b>\$ 132,680.62</b>
Net Fee Lump Sum [Direct Labor + Overhead] x Multiplier		10.0% \$ 7,931.75
<b>Total Estimated (CPFF) Cost to Consultant</b>		<b>\$ 175,000.00</b>
<b>TOTAL ESTIMATED COST</b>		<b>\$315,612.37</b>
<b>TOTAL PROPOSED FEE</b>		<b>\$315,612.00</b>

  
 \_\_\_\_\_  
 Signature

2/26/09  
 Date

**SR 89A – Granite Dells Parkway  
City of Prescott Contract No. 07-115  
ADOT TRACS No. 89A YV 318 H7224 01C  
Post Design & Final Design Modifications  
February 26, 2009**

**Task Overview: Post Design Services**

Parsons will be available for construction support services, including the following:

Conduct inspections to assure compliance with design requirements.

1. Respond to questions, Request of Information (RFI), regarding design intent during construction.
2. Respond to change orders as directed by the City of Prescott or resident engineer during construction.
3. Attend weekly project review meetings involving the contractor, City of Prescott, Resident Engineer, and ADOT run by the Resident Engineer.
4. Attend a Pre-construction partnering meeting to be run by the Resident Engineer.
5. Shop Drawings per ADOT Standard specifications for Road and Bridge Construction 2008.
4. As-Built drawings per ADOT "As Built Procedure" memorandum dated November 18, 2008.

**Scope of Work: Post Design Services (CPFF)**

Consultant's compensation for work during post design services will begin at construction bid date and will be on a Cost Plus Fixed Fee (CPFF) basis with a specific hourly rates by classification (to include direct labor, overhead and fixed fee), plus direct expenses approved by the City of Prescott.

The total compensation due the consultant for the performance of the work described in "Task Overview: Post Design Services" shall be the sum of the labor costs, the indirect costs, other direct costs, and subconsultant costs, and a fixed fee. This total shall not exceed the estimated maximum cost without the benefit of a supplemental contract, or other appropriate contract modification tool, executed before the work or costs to be covered in such a supplement is performed or incurred.

**Task Overview: Dual Left**

A representative from The Arizona Department of Transportation requested a dual left turn movement from Northbound Granite Dells Parkway (GDP) to Southbound SR 89A during the Stage III to Stage IV design. The City of Prescott concurred with these changes and requested Parsons to modify the design accordingly. Consultant's compensation for this work shall be lump sum.

**Scope of Work: Dual Left (Lump Sum)**

This modification consists of redesigning plan sheets for the outside lane and a median island to allow a dual left traffic movement. Plans sheets will also be modified to remove the northbound GDP traffic movement through the roundabout. Signing and pavement marking sheets will also be modified to reflect this design. Additional plan sheets will be developed for a future case when the dual left will be removed and the northern GDP movement will be allowed. The attached cost proposal summarizes the sheet covered by this contract modification. Consultant's compensation for this work shall be lump sum.

RTE will be consulted on the roundabout modifications to ensure roundabout layout is expectable.

The modifications are based on a comment received from ADOT and not based on any traffic or other reports.

**PARSONS**

**Task Overview: Slope Modifications**

The DCR indicates a 2:1 side slope. The stage II submittal used 2:1 slopes where practical to reduce the R/W footprint on developer land. Per Stage II comments the slopes were changed to 3:1. The stage III submittal used 3:1 slopes. A stage III comment requested 4:1 slopes to reduce guardrail. Parsons modified slopes to 4:1. During monthly coordination meeting between Stage III and IV the decision was reached to change back to 3:1 slopes.

Parsons to adjust plan sheets to reflect final side slope consensus.

**Scope of Work: Slope Modifications (Lump Sum)**

This modification consists of redesigning plan sheets multiple times. Drainage, roadway, lighting, and SWPPP plans were required to change during each change of the side slope. Plans will be changed to reflect 3:1 max with guardrail. Consultant's compensation for this work shall be lump sum.

**Task Overview: Jack and Bore City Sewer and Water**

On December 2, 2008 the City of Prescott directed Parsons to prepare jack and bore plans for one sewer and two water line crossings under SR89A.

**Scope of Work: Jack and Bore City Sewer and Water (Lump Sum)**

This modification consists of designing three jack and bore crossings under SR 89A. One 36" Casing with a manhole at each end will be designed for the sewer crossing. One 36" casing with plugged ends will be designed for one water crossing. One 24" casing with plugged ends will be designed for the other water crossing. These crossings will be casings only. The sewer and water lines to be placing inside the casings will be designed and constructed at a latter date by others and is not included in this scope of work. Parsons will coordinate between the City of Prescott and Lyon Engineering as is necessary. Consultant's compensation for this work shall be lump sum.

The City of Prescott will supply any YAG, MAG, or City of Prescott standard details required for inclusion with the bid document submittal. The City of Prescott will supply special provisions in ADOT format to be included in the bid document special provisions.

**Task Overview: Lighting Modifications, R.A.Alcala**

Varies out of scope work elements. R.A.Alcala task overview is attached.

**Scope of Work: Lighting Modifications, R.A.Alcala (Lump Sum)**

Varies out of scope work elements. R.A.Alcala scope of work is attached. Consultant's compensation for this work shall be lump sum.

**Task Overview: Storm Drain & Legal Descriptions, CRA**

Varies out of scope work elements. Claycomb/Rockwell Associates task overview is attached.

**Scope of Work: Storm Drain & Legal Descriptions, CRA (Lump Sum)**

Varies out of scope work elements. Claycomb/Rockwell Associates task overview is attached. Consultant's compensation for this work shall be lump sum.

**Task Overview: Stage IV Roundabout Modifications, RTE**

Varies out of scope work elements. Roundabout & Traffic Engineering task overview is attached.

**Scope of Work: Stage IV Roundabout Modifications, RTE (Lump Sum)**

Varies out of scope work elements. Roundabout & Traffic Engineering task overview is attached. Consultant's compensation for this work shall be lump sum.

**Task Overview: Limited Asbestos and Paint Survey, AMEC**

Varies out of scope work elements for asbestos testing. AMEC task overview is attached.

**Scope of Work: Limited Asbestos and Paint Survey, AMEC (Lump Sum)**

Varies out of scope work elements for asbestos testing. AMEC task overview is attached. Consultant's compensation for this work shall be lump sum.

**Task Overview: Environmental Clearance of Borrow and Slopes, SWCA**

The City of Prescott directed Parsons to have additional areas environmentally cleared for potential borrow sites and the additional area that will be needed due to the additional side slope modifications, disused above under "Slope Modifications".

**Scope of Work: Environmental Clearance of Borrow and Slopes, SWCA (Lump Sum)**

Varies out of scope work elements. SWCA task overview is attached. Consultant's compensation for this work shall be lump sum.

# Lump Sum Cost: Supporting Information

**PARSONS**

Project Name: SR 89A - Granite Delta Parkway  
 COP Contract No.: 87-115  
 ADOT Project Number: 89A-A-NFA  
 ADOT TRACS No.: 89A YV 318 H7224 81C  
 Date: 1/12/2009



Administration Item	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Proj. Princ.	Design Manager	Proj. Eng.	Eng./ Designer	Tech./ Drafter	Sec./ Clerical
Administration (Dual Left)				12		8				4
Administration (Slope Mod)				18		16				2
Administration (Change Order: Lighting Modifications) (R.A./Alcala)				10		6				4
Administration (Change Order: Storm Drain & Legal Descriptions) (CRA)				10		6				4
Administration (Change Order: Stage IV Roundabout Modifications) (RTE)				10		6				4
Administration (Change Order: Environmental Clearance of Borrow and Slopes) (SWCA)				10		6				4
Administration (Change Order: Asbestos Testing) (AMTEC)				10		6				4
Meetings (Dual Left)				4			2	2		
Meetings (Slope Mod)				8			4	4		
Meetings (Change Order: Lighting Modifications) (R.A./Alcala)				0						
Meetings (Change Order: Storm Drain & Legal Descriptions) (CRA)				0						
Meetings (Change Order: Stage IV Roundabout Modifications) (RTE)				0						
Meetings (Change Order: Environmental Clearance of Borrow and Slopes) (SWCA)				0						
Estimate Breakout Stage IV (City/Developer Cost Share)				40		4	20	16		
Subtotal Sheets	0	0	0	132	0	58	26	22	0	26
Subtotal \$						\$11,536.57	\$ 3,583.16	\$ 2,378.64	\$ -	\$ 1,425.87

Labor Budget

Estimated level of Effort: Dual Left Movement Through Northern Roundabout

Design Services Item	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Proj. Princ.	Design Manager	Proj. Eng.	Eng./ Designer	Tech./ Drafter	Sec./ Clerical
Modify				13.0		1	4	5	3	
New Sheet				25.0		1	8	10	6	
Modify				13.0		1	4	5	3	
New Sheet				25.0		1	8	10	6	
Modify				13.0		1	4	5	3	
New Sheet				52		4	16	20	12	
Modify				26		2	8	10	6	
New Sheet				26		2	8	10	6	
Modify				0		1	0	0	0	
New Sheet				25.0		1	8	10	6	
Subtotal Sheets				218	0	14	64	85	51	0
Subtotal \$						\$ 2,784.69	\$ 9,371.33	\$ 9,190.19	\$ 4,506.93	\$ -

Labor Budget

Estimated level of Effort: Side Slope Modifications Mainline, Ramps, GDP

Design Services Item	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Proj. Princ.	Design Manager	Proj. Eng.	Eng./ Designer	Tech./ Drafter	Sec./ Clerical
Modify				100		4	32	40	24	
Modify				25		1	8	10	6	
Subtotal Sheets				125	0	5	40	50	30	0
Subtotal \$						\$ 994.53	\$ 5,512.55	\$ 5,405.99	\$ 2,651.14	\$ -

Labor Budget

Project Name: SR 89A - Granite Dells Parkway  
 COP Contract No.: 07-115  
 ADOT Project Number: 89A-A-NFA  
 ADOT TRACS No.: 89A YV 318 H7224 01C  
 Date: 1/12/2009

# PARSONS

## Jack and Bore City Sewer and Water

Design Services Item	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Proj. Princ.	Design Manager	Proj. Eng.	121.92	91.49	72.59	48.84			
								Eng./ Designer	Tech./ Drafter	Sec./ Clerical				
New				32		16	4	4			8			
New		1	50.0	50		2	16	20	12					
New		1	50.0	50		2	16	20	12					
New		1	50.0	50		2	16	20	12					
New		1	25.0	25		1	8	10	6					
New		1	25.0	25		1	8	10	6					
Subtotal Sheets				232	0	24	68	84	48					
Labor Budget														
\$ 4,773.75											\$ 9,371.33	\$ 9,082.07	\$ 4,241.82	\$ 438.73

SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Proj. Princ.	Design Manager	Proj. Eng.	28.6%	34.1%	18.2%	4.8%	
							0.0%	14.3%	28.6%	34.1%	
			\$0.00								
			87,249.30				\$ 20,089.55	\$ 27,838.37	\$ 26,056.88	\$ 11,399.89	\$ 1,864.61

Percent ODC Budget Labor Budget



**SWCA**

ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.

Phoenix Office  
3033 North Central Avenue, Suite 145  
Phoenix, AZ 85012  
Tel 602.274.3831 Fax 602.274.3958  
www.swca.com

December 1, 2008

Mr. Mark Larson  
Parsons  
4801 East Washington Street  
Phoenix, AZ 85034

**Re: Proposal for Approximately 25 Acre Cultural Resource Survey for materials clearance for Side Road Interchange Project in the City of Prescott, Yavapai County, Arizona**

Dear Mr. Larson:

SWCA Environmental Consultants (SWCA) appreciates the opportunity to provide you with our scope of work and cost estimate for environmental services for the proposed Side Road Interchange Project in the City of Prescott, Yavapai County, Arizona. It is our understanding that this project will require a cultural resources (archaeological) survey.

The cost to complete these tasks, as described in the attached scope of work, is a **Fixed Fee** total of **\$4,526.00**. Thank you for providing us with the opportunity to work with you. Please contact Adrienne Tremblay or me at (602) 274-3831 if you have any questions regarding this proposal.

Sincerely,



Ralph Ellis  
Senior Environmental Planner

Attachment

## **SCOPE OF WORK**

### **For a Cultural Resource Survey of 25 Acres for the ADOT materials clearance for the SR 89A Side Road Interchange near Prescott, Arizona.**

#### **Archaeological Survey**

The scope of work outlined below involves a cultural resources survey of approximately 25 acres of private land north of Prescott, Yavapai County, Arizona for Arizona Department of Transportation (ADOT) materials certification. The scope of work includes three components.

**Background Research and Archaeological Records Search.** SWCA has previously completed a Class I records search for the project area. SWCA update this search by examining the files on the ADOT HPT Portal and the Arizona State Historic Preservation Office (SHPO). In addition, the AZSITE database, which includes records from the Arizona State Museum (ASM) and Arizona State University, will be checked. SWCA will include the all search results in the survey report.

**Field Survey.** SWCA will conduct a cultural resources survey of the project area, adhering to survey methods established by the ASM. These standards include having one or more qualified archaeologists cover the area with systematic pedestrian transects for 100% survey of the project area. During the inventory, any previously recorded sites will be re-evaluated and re-recorded as necessary. Newly discovered archaeological sites will be mapped to scale and fully recorded according to ASM guidelines. SWCA will evaluate the significance of all identified historic and prehistoric resources in terms of eligibility for listing in the State and National Registers of Historic Places. This survey will be conducted under SWCA's Arizona Antiquities Act Blanket Permit.

**Report.** After fieldwork, SWCA will prepare a summary report that includes a cover, title page, introduction, project description, environmental setting, cultural setting, background research results, methods, results of investigations, recommendations, and references cited. The report will provide recommendations regarding the management of any significant cultural resources identified in the project area.

The report will be prepared using Microsoft Word software (unless otherwise specified in the contract), with color maps created using either AutoDesk (AutoCAD) or ESRI (ArcGIS) software. SWCA will submit to ADOT a copy of the draft report for review, and will incorporate ADOT comments into the final report. At the close of the project, SWCA will prepare and submit the necessary archaeological site and survey project records for permanent curation at the ASM, as required by SWCA's ASM permit.

#### **Schedule**

The project cost and schedule are based on the expectation of timely receipt of accurate information regarding the exact boundaries of the survey area. SWCA will begin work immediately after receiving a signed contract. SWCA anticipates completing the final report within 3 to 4 weeks after receiving the fully executed contract.

## **Assumptions**

1. The total survey area will not exceed 25 acres.
2. Access to private lands, if restricted, will be arranged by a client representative.
3. If for any reason the archaeologist is not able to survey the project area due to access restrictions, additional costs could be incurred beyond the amount proposed herein.
4. These costs do not include submission of the report to ADOT, or tribal notification or costs and delays as a result of tribal consultation if any Native American tribes attach religious or cultural significance to historical properties in the project area.
5. Any task not expressly described herein is not included in the proposed cost.

***Cost to complete the archaeological survey: \$4,526.00***



**ROUNABOUTS & TRAFFIC ENGINEERING**

**ARIZONA OFFICE**  
20 CRIMSON VISTA LANE  
SEDONA, AZ 86351

**CALIFORNIA OFFICE**  
11279 HUNTSMAN LEAP  
TRUCKEE, CALIFORNIA 96161

**WWW.ROUNABOUTS.US**

December 4, 2008

Scott Sayles, P.E.  
Transportation Project Manager  
PARSONS  
4801 E. Washington Street, Suite 250  
Phoenix, AZ 85034

RE: SR 89A/Granite Dells Pkwy South Rbt Design Mods

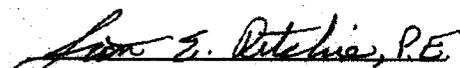
Dear Mr. Sayles:

Per your request, RTE has documented the most recent changes for the south roundabout per ADOT. As we discussed, RTE provided roundabout designs that function for WB-67 trucks staying in lane in all approaches per ADOT's typical requirement. For this interchange, RTE experimented with new design techniques to allow trucks to stay in lane through the circulatory roadway and exits for all movements except the outside lane of the south roundabout due to the dual lefts. ADOT was very fond of this idea and has requested all movements to function for trucks staying in lane. After several discussions with ADOT regarding the redesign implications of this requirement, ADOT has compromised by permitting narrower median widths at the south roundabout's bypass lane to accommodate the WB-67 without changing the entire bypass lane. As a result, RTE has redesigned the south roundabout's off-ramp approach, bypass median, circulatory roadway, and southbound exit of the roundabout to accommodate the new requirement.

The total time to complete these changes required 24 hours including coordination time. Therefore, RTE is requesting a change order in the amount of \$4,320 for the completed changes/design modifications for this project. This work will be billed in December.

Respectfully Submitted,

Roundabouts & Traffic Engineering,

  
Scott E. Ritchie, P.E., President



**CLAYCOMB / ROCKWELL ASSOCIATES, INC.**

8991 E. Valley Road • Prescott Valley, Arizona 86314-8123  
928-772-0745 • Fax 928-772-2008 • clayrock@clayrock.com

October 28, 2008

Mr. Paul Holley, PE  
Parsons Transportation Group  
4801 E. Washington Street, Suite 250  
Phoenix, Arizona 85034

Dear Mr. Holley:

Subject: Side Road Traffic Interchange on State Route 89A  
CRA Job No. 305050

Numerous changes to the project geometrics have been made since the 60% submittal in August. Changes made to side slopes, ramp locations and the profile of Centerpointe East Drive greatly affect drainage. The extent of new right of way will also increase. Most of the changes resulted from requests by ADOT to change fill slopes that had been in place since early in the design process. The adjacent landowner has also requested changes. The majority of culverts designed for the 60% submittal will require changes to horizontal alignment, profile, and in some cases size. These changes could not be anticipated at that time. As a result, CRA's General Manager, Karl Rockwell, and I believe that there has been a change in our scope. After looking at the changes that we have so far seen, we feel our contract warrants the following adjustments.

**Task 26 – Additional Field Surveying, Phase II**

Original Phase II Fee	\$2,520
Revised Phase II Fee	\$3,750

**Task 27 – ROW Legal Descriptions, Phase II**

Original Phase II Fee	\$1,280
Revised Phase II Fee	\$2,000

**Task 51 – Final Drainage Report, Phase II**

Original Phase II Fee	\$10,000
Revised Phase II Fee	\$11,270

**Task 60 – Construction Documents, Phase II**

Original Phase II Fee	\$70,000
Revised Phase II Fee	\$77,000

**Leaders In Civil Engineering & Surveying**  
**Land Development • Storm Water Management • Transportation • Water and Wastewater**

Mr. Paul Holley  
Parsons  
CRA Project No. 305050  
October 28, 2008  
Page 2

Extending ramps C and D further to the east will require survey of several existing culverts crossing 89A and design of their extensions that were previously not part of the project. Additionally, changes to the Centerpointe East Drive profile will require redesign of an irrigation culvert to cross under the road and re-evaluation of catch basin locations. Changes in side slopes throughout the project will result in changes to hydrologic and hydraulic calculations and thus re-evaluation of drainage structure locations and sizes. Changes to right of way also are affected.

Attached please find our 2006 Rate Schedule for additional work not covered under the conditions of this agreement.

**Time of Completion:** We will make every attempt to meet the current schedule. However, civil, grading and other files are still being updated. Until the grading files are complete and we have a merged finish surface, we will be delayed in completing the drainage design.

Please contact me if you have any questions or need additional information.

Respectfully submitted,

Claycomb/Rockwell Associates, Inc.



William G. Kupsch, P.E., C.F.M.

WGK/psp



EXPIRES: 12/31/2009

Enc 2006 Rate Schedule

V:\AAProj\305050\WORD\Additional Fee-Change due to slopes.doc



CLAYCOMB / ROCKWELL ASSOCIATES, INC.  
Civil Engineering and Surveying  
4701 N. Robert Road, Suite E • Prescott Valley, Arizona 86314  
Phone: 928-772-0746 • Fax: 928-772-2008  
email: clayrock@clayrock.com

## SCHEDULE OF HOURLY RATES-----July 1, 2006

Total project charges are based on hourly rates plus other direct job expenses as follows:

### PERSONNEL CHARGES

Principal	\$140.00/hr.
Assoc. Principal	\$130.00/hr.
Department Manager	\$120.00/hr.
Sr. Project Manager	\$115.00/hr.
Project Manager	\$110.00/hr.
Professional Engineer/Registered Land Surveyor	\$ 95.00/hr.
Sr. Engineer in Training/Sr. Designer	\$ 90.00/hr.
Designer/Sr. Crew Chief/ Sr. Const. Observer/Planner	\$ 80.00/hr.
Business Manager	\$ 75.00/hr.
Engineer IT/Land Surveyor IT/Crew Chief/Sr. CADD Technician	\$ 70.00/hr.
Office Manager/Accounting Manager	\$ 70.00/hr.
Construction Observer	\$ 65.00/hr.
CADD Technician/Survey Technician	\$ 60.00/hr.
Administrative Assistant/ Information Systems Manager	\$ 60.00/hr.
Jr. Surveyor/Jr. Technician/Jr. Observer/Clerical	\$ 50.00/hr.
Two Person Survey Crew	\$130.00/hr.
One Person Survey Crew	\$ 80.00/hr.
GPS Usage	\$ 35.00/hr.
Vehicle Charge	\$ 5.50/hr.
Mileage	\$ .45/mile
Copies	
Black/White 8-1/2x11 to 11x17	\$ .12/ea.
Color 8-1/2x11 to 11x17	\$ .35/ea.
24x36 Bond Prints	\$ 2.50/sht.

Direct expenses including but not limited to; meals and lodging, long distance telephone, faxes, expedited shipping, printing, copying, submittal, review and permitting fees and title reports, will be billed with a 15% markup and are not included in our hourly fees unless the contract specifically states that they are included.

Work required by the Client outside of normal business hours will be charged at 1.5 times our regular rates. Except for Expert Testimony, services related to litigation or arbitration including preparation will be charged at 2.0 times our regular rates. Hourly rates for other staff not listed above are available upon request.



January 7, 2009  
AMEC Job No. 6-117-001103

Parsons Transportation Group  
4801 East Washington Street  
Suite 250  
Phoenix, Arizona 85034-2004

Attn: Scott Sayles

**Re: Limited Asbestos and Lead-Based Paint Survey  
SR89A - Side Road Traffic Interchange  
Yavapai County, Arizona**

In accordance with your request, our man-hour estimate and cost proposal for the limited asbestos and lead-based paint (LBP) survey of the SR 89A/Side Road Traffic Interchange Improvements project in Yavapai County, Arizona is submitted herewith. Subsequent sections of this proposal present our understanding of the project, the proposed scope of work, estimated man-hours and costs for performance of the work.

The proposed scope of work is based on the project description provided by Parsons Transportation Group (Parsons). The primary elements of the project include bulk sampling of three (3) catch basins, eight (8) headwalls, nine (9) wing walls, and three (3) light pole foundation components, which will be impacted by the construction of the new Interchange and auxiliary lanes between Mile Posts 318.76 and 320.19 on State Route 89A. The roadway striping, painted yellow and white, will also be sampled to determine the presence of LBP

## **2.0 PROPOSED SCOPE OF WORK**

The limited asbestos survey proposed herein will consist of the following primary tasks:

- Preparation of field investigation and traffic control plans as necessary,
- Bulk sampling of concrete materials for asbestos analysis,
- XRF testing and paint chip sampling of roadway striping,
- Laboratory testing,
- Draft and Final Asbestos and LBP Survey Reports, and
- Project management and administration.

The work tasks are described in detail in the following sections of this proposal.

AMEC Earth & Environmental, Inc.  
1405 West Auto Drive  
Tempe, Arizona 85284-1016  
Tel (480) 940-2320  
Fax (480) 785-0970

[www.amec.com](http://www.amec.com)

## **2.1 Health and Safety Plan**

Prior to commencing work, AMEC will update the Site Specific Health and Safety Plan to include asbestos activities. The update will include a description of hazards, engineering controls and personal protective equipment specific to the activities described here-in.

AMEC will adhere to the established Traffic Control Plan established for this project. AMEC will utilize at a minimum traffic warning signs, safety vests and vehicular lights when working near the roadway.

## **2.2 Asbestos Survey**

The scope of our services for the asbestos survey includes a limited survey that consists of bulk sampling and laboratory analysis of suspect materials located in the project area to determine if asbestos containing materials (ACM) are present. Samples will be collected from each homogenous area at locations determined in a random manner.

Bulk sampling will be conducted in general accordance with American Society for Testing and Materials (ASTM) E 2356-04 "Standard Practice for Comprehensive Building Asbestos Surveys", Section 7 – Project Design Surveys. ASTM E 2356-04 incorporates Asbestos Hazard Emergency Response Act (AHERA) sampling protocol per EPA 40 CFR Part 763.86 Sampling. In addition, the Report of Findings of the asbestos inspection can be used to fulfill the requirements of the National Emission Standard for Hazardous Air Pollutants (NESHAP) applicability determination in accordance with 40 CFR Part 61.145 (a) for renovation and demolition activities.

Upon completion of the on-site portion of our work, bulk samples will be submitted to Fiberquant Analytical Services laboratory in Phoenix, Arizona for analysis using Polarized Light Microscopy (PLM) with dispersion staining techniques as outlined in the EPA's Method 600/R-93/116. The percentage quantification of individual sample constituents will be assessed by visual estimation. Non-homogeneous constituents of layered samples will be analyzed and reported by separate layer, and the percentage of each material component, including asbestos content, will be combined to represent the total sample composition. AMEC expects to collect up to 60 bulk samples to be analyzed at a cost of \$17.00 per sample with a normal turn-around time.

## **2.3 Lead-Based Paint Survey**

AMEC's accredited inspector will perform a LBP survey in accordance with Environmental Protection Agency (EPA) and U.S. Department of Housing and Urban Development (HUD) guidelines.

AMEC will conduct a visual inspection of the roadway's yellow and white striping in the project corridor and group the paint stripes that appear to be homogenous (i.e., solid yellow, solid white and dotted white lines). The inspector will then begin at one end of the project corridor and test the yellow and white striping at three locations for each striping type utilizing X-ray fluorescence (XRF)

techniques with a Niton XL-309 XRF gun. XRF methods use a non-destructive means of LBP testing. Striping sections that appear homogeneously different than the whole will be analyzed individually with the XRF gun and paint chip samples. Paint observed on culverts or light pole foundation will also be tested.

Calibration checks of the XRF gun will be performed on the equipment prior to, during, and at the end of the testing operations for quality controls measurement of the equipment utilized. AMEC will also assess the suspect paint for blistering, chalking, chipping, and peeling. The HUD revised 1997 protocol will be utilized for this inspection.

The paint chip samples will be submitted to a laboratory for analysis utilizing the Eight (8) Resource Conservation and Recovery Act (RCRA) Metals Method 6010. AMEC expects to collect up to nine (9) paint chip samples for rush turn-around time analysis at \$85.00 per sample.

Paint sampled will be considered LBP where XRF readings are equal to or greater than 1.0 milligrams per square centimeter ( $\text{mg}/\text{cm}^2$ ) or where chip samples are reported with 5,000 parts per million (ppm) lead or higher.

Some of the sample locations of the roadway paint stripes are with the center of SR89A. In order to safely sample at these locations, traffic control will be necessary. AMEC will subcontract Highway Technologies (HT) who will provide construction signs and traffic control devices necessary to provide road closures in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) standards, labor necessary to deliver, setup, move, and pickup traffic control devices, traffic control plans, two (2) flag persons, and two (2) message boards. AMEC expects to subcontract HT for one (1), eight-hour (8-hr) day to perform the road sampling. AMEC will also contract on On-Site Department of Public Safety Officer to assist with traffic control.

## **2.4 Investigation Report**

Following completion of the field work, a report will be prepared for the project that will document the sampling procedures used, the observed field conditions of the structures, results of the laboratory analysis, AMEC's conclusions, and recommendations for additional work, if warranted. The report will include sample location maps, a summary of materials present at the site, and summary tables of analytical results. Should additional investigation be required, the recommended scope of work, with potential sample locations will be identified, and an estimated cost for the additional work will be provided as an attachment to the report. Three copies of the draft and final report will be submitted. The final version of the report will be issued subsequent to receipt of review comments on the draft report.

## **3.0 COST PROPOSAL**

Our estimated lump sum cost for completion of the scope of work defined herein is outlined in the attached Derivation of Cost Proposal Summary, which presents a derivation of estimated fee in standard ADOT format. The total cost for labor is \$8,528.00, based on our approved Commercial

Parsons Transportation Group  
Limited Asbestos Survey  
SR89A- Side Road Traffic Interchange  
Yavapai County, Arizona  
AMEC Project No. 6-117-001103  
January 7, 2009



Price List for 2006. A listing of man-hours by personnel category and project task is presented in Table 2.

The total of direct expenses is \$2,497.00. Accrual of charges for laboratory testing and equipment, as presented in Table 1, as well as charges for other items listed as direct expenses, also are based on our Commercial Price List rates. The total lump sum cost is \$11,988.00.

Outside service charges for Traffic Control and DPS services are based on the estimated cost of \$973.00 in accordance with the ADOT geotechnical commercial pricing agreement.

Should you have any questions concerning the scope of work or proposed contract price presented in this letter, please do not hesitate in contacting the undersigned.

We at AMEC very much look forward to working with Parsons Transportation Group on this project.

Respectfully submitted,

**AMEC Earth & Environmental, Inc.**

A handwritten signature in black ink, appearing to read "LA Hansen".

Lawrence A. Hansen, Ph.D., P.E.  
Principal Geotechnical Engineer

c: Addressee (2)

G:\Engineering Department\2006 Projects\6-117-001103 SR89-Side Road\Asbestos and Lead Testing Cost Proposal\Cost\_Proposal Asb (2).doc

Firm Name: AMEC Earth & Environmental, Inc.

Contract No: 06-

TRACS No:

New Contract: N

Contract Mod: Y

**TABLE 1**  
**Laboratory Testing**  
**January 7, 2009**

<b>Item/Description</b>	<b>Estimated Number</b>	<b>Unit Cost</b>	<b>Extension (rounded to nearest whole dollar)</b>
<b>Laboratory Testing - Fiberquant</b>			
PLM Bulk Sample Lab Analysis for Asbestos Fibers	60	\$17.00	\$1,020.00
<b>Laboratory Testing -- ESC Laboratory</b>			
8 RCRA Metals Pain Chips	<u>9</u>	\$85.00	\$765.00
<b>Laboratory Testing Total</b>			\$1,785.00

Firm Name: AMEC Earth & Environmental, Inc.

Contract No:  
TRACS No:

New Contract: N  
Contract Mod: Y

TABLE 2  
ESTIMATE OF WORKHOURS  
January 7, 2009

Labor Code	Task No.	Task	Totals by Classification							TOTALS
			Senior Reviewer	Design Manager	Prof. Engineer/Geologist	Staff Engineer/Geologist	Draftsman	Engineering/Geologic Aide	Word Processor Operator	
	3	Project Management, Traffic Control Development & Field Reviews	4	6	3	14	2	0	6	35
	2.1	Asbestos and LBP Testing	0	0	0	8	0	20	0	28
	2.2	Laboratory Testing	0	0	0	0	0	3	0	3
	2.3	Asbestos Inspection Report (Draft & Final)	2	0	1	8	4	12	8	35
	<b>TOTAL</b>		<b>6</b>	<b>6</b>	<b>4</b>	<b>30</b>	<b>6</b>	<b>35</b>	<b>14</b>	<b>101</b>
	<b>Percent of Total</b>		<b>5.9%</b>	<b>5.9%</b>	<b>4.0%</b>	<b>29.7%</b>	<b>5.9%</b>	<b>34.7%</b>	<b>13.9%</b>	<b>100.0%</b>

Firm Name: AMEC Earth & Environmental, Inc.

Contract No:  
 TRACS No:  
 New Contract:   
 Contract Mod:

**DERIVATION OF COST PROPOSAL SUMMARY**  
 January 7, 2009

**ESTIMATED DIRECT LABOR**

Classification	Man-hours	Commercial Unit Rate	Extension
Senior Reviewer	6	\$145.00	\$870
Design Manager	6	\$128.00	\$768
Prof. Engineer/ Geologist	4	\$112.00	\$448
Staff Engineer/ Geologist	30	\$90.00	\$2,700
Draftsman	6	\$73.00	\$438
Engineering/Geologic Aide	35	\$74.00	\$2,590
Word Processor Operator	14	\$51.00	\$714
<b>TOTALS</b>	<b>101</b>		

Total Estimated Labor = \$8,628 EC 10  
 \*\*Overhead Provisional/Maximum @ N/A% of Direct Labor = N/A EC 20  
 Sub-Total = \$8,628

**ESTIMATED DIRECT EXPENSES**

Item/Description	Unit	Estimated Number	Unit Cost	Extension (rounded to nearest whole dollar)
Printing (8½x11)	page	1,000	\$0.05	\$50
Color Digital imaging (8½x11)	page	10	\$1.00	\$10
Travel Subsistence	man-day	1	\$60.00	\$60
Per Diem	man-day	1	\$25.00	\$25
CADD Usage	hour	3	\$12.00	\$36
AMEC Vehicle Mileage	mile	520	\$0.405	\$211
GPS Unit	test	1	\$120.00	\$120
XRF Gun	Test	1	\$200.00	\$200
Laboratory Testing (See Table 3)	N/A	see Table 3	see Table 3	\$1,785
<b>Total Estimated Direct Expenses =</b>				<b>\$2,497 EC 30</b>

**ESTIMATED OUTSIDE SERVICES AND CONSULTANTS**

Firm	Method of Compensation	Estimated Number	Unit Cost	Extension (rounded to nearest whole dollar)
<b>Traffic Control Rental – Highway Technologies</b>				
10- 16 sq' DG Signs	Each	12	\$2.25	\$27
Windmaster Signs	Each	12	\$3.45	\$41
Flashing Lights	Each	12	\$0.33	\$4
Traffic Control Plan	Each	1	\$55.00	\$55
After Hours Labor Rate	Hours	6	\$97.00	\$582
DPS On-Site Officer	Hours	6	\$44.00	\$264
<b>Total Estimated Outside Services =</b>				<b>\$973 EC 40</b>

Total Estimated Cost to Consultant = \$11,998  
 Fixed Fee (Direct Labor + Overhead x N/A%) = N/A EC 30  
**TOTAL LUMP-SUM ESTIMATED COST = \$11,998**

CONTRACT TIME 380 CALENDAR DAYS

\*\*Note: Overhead and Fee are subject to Preaward Audit findings

*L. Haun*

AMEC Earth & Environmental, Inc.

1/7/09

DATE

Fee Deriv Asb Parsons.xls

# RAALCALA'

**& Associates, Inc.**

~~consulting electrical engineering~~  
2560 N. Coyote Dr., Suite 103  
Tucson, Az. 85745

Robert A. Alcalá, P.E., C.L.E.P.  
Principal

November 13, 2008

Paul Holley, PE  
Parsons  
4801 East Washington Street, Suite 250  
Phoenix, Arizona 85034

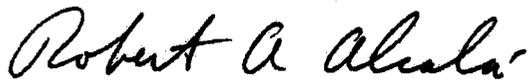
RE: Electrical Engineering Services – Change Order Request  
SR89A/Side Road TI Lighting  
Ramp Gore and Roundabout Lighting  
RAAI No. 08024 – CO1

Dear Mr. Holley:

As I indicated, enclosed is our work hour estimate and associated fee value for items that are out of the original Scope of Work sent to us by Parsons and also re-work caused by changes to the ramp and decision to design all items to the Year 2024 alignment.

Sincerely,

R.A. ALCALÁ AND ASSOCIATES, INC.



Robert A. Alcalá, P.E., C.L.E.P.  
Principal

RAA/ak

**SCOPE OF WORK**

Electrical Engineering  
Lighting Design Services – Change Order

SR89A/Side Road Traffic Interchange Improvements  
and Roundabout Lighting

RAAI Project No. 08024 – CO1

November 13, 2008

**General**

RAAI is requesting a Contract Modification, additional Scope of Work elements.

- Conduct an additional site visit to determine existing conditions of the existing culvert with lighting.
- Engineer new lighting for the culvert to be used as a pedestrian underpass of SR89.
- Design the lighting layout for the pedestrian tunnel.
- Modify the power distribution as may be required for compliance to ADOT and City of Prescott preferences.
- Prepare lighting calculations as a part of the lighting design for the pedestrian tunnel.
- Segregate the roundabout lighting from the ADOT ramp lighting.
- Add intersection lighting at the intersection of Centerpointe East Dr. and Granite Dells.
- Recalculating the lighting layout, three additional times owing to revisions to the ramp, roundabout, and ultimate Year 2024 alignment.

**Length of Service**

Compressed to complete the assignment with the original TI

**Design Team Progress Meetings**

No additional meetings were required.

### **Engineering Design**

RAAI developed construction documents reflecting the new requirements, materials and construction methods appropriate for the project as required to bring the design into ADOT and City of Prescott compliance. The plans will also meet the requirements of the ADOT standards for design level plans and in accordance with the project specifications and/or scope of work. The design will also comply with the National Electrical Code, local laws and ordinances, and recognized standards of design as may apply.

### **Design Submittals**

RAAI will prepare the added electrical design requirements with the scheduled submittal packages for review for the 90%, 100%, and Final milestones.

### **Specifications**

RAAI will utilize the overall project specifications as may be appropriate for the TI and roundabout project additional requirements and acceptable to ADOT. Special Provisions will be submitted as may be required. Special provisions for the added requirements will be submitted at the 90%, 100%, and Final milestone submittals.

### **CAD**

RAAI will receive electronic files of the site from Parsons in Microstation format for use by RAAI in preparing the design level electrical construction documents. RAAI will furnish Parsons CAD files on CD upon completion of the project. This will be issued periodically and at the end of the design.

### **Quantities**

RAAI will prepare a revised quantities list for each milestone submittal (90%, 100%, and Final).

**END OF SCOPE OF WORK FOR DESIGN**

### **Qualifications to Engineering Design Scope of Work**

1. Parsons will furnish to RAAI all “backgrounds” in Microstation electronic file format as may be required for the entire project on a timely basis. All “backgrounds” are to include but are not limited to the following:
  - (a). The roundabout and roadway mapping for the SR89A/Side Road TI.
  - (b). All crossroad plans.
  - (c). Backgrounds to have all existing utilities shown.
  - (d). Electronic files of other Team disciplines designing the overpass structure, roundabout, landscape system, roadway drainage, as they apply to the task.
  - (e). Details as may be needed from other design elements to properly design the new electrical facilities.
  
2. The following is excluded from RAAI’s design fee:
  - (a) Parsons will provide as a part of their design team services all structural calculations and designs for all pole foundations and/or bases as may be required for pole mounting in earth.
  - (b) Parsons will provide as a part of their design team services all structural calculations and designs for all special support details that may be required for conduit or luminaires mounted on/under/recessed into structures of any kind.
  - (c) Parsons will provide as part of their design team services all survey data/drawings as may be required for location of existing or new poles.
  
3. Parsons will receive reproducible plan sheets of the electrical plans from RAAI at each submittal for Parsons use in producing all copies required for Parsons to submit to all utility companies and parties that may require the plans for review, comment, or coordination requirements.

**END OF QUALIFICATIONS**

## R.A. ALCALA' & ASSOCIATES, INC.

Project Name: SR89A/Side Road TI and Roundabout Lighting - Change Order

TRACS No.: H 7224 SID

RAAI No.: 08024 - CO1

Date: November 13, 2008

### DERIVATION OF PERSON HOURS

**Task: Summary**

#### CLASSIFICATION

Subtask	Description	Proj Mgr	Proj Eng	Engr Desgn	Des	Cadd Tech	Cler	Total
1	Field inventory (Site Visit)	1	0	8	0	0	0	9
2	Additional lighting calculations	4	6	36	12	38	0	96
3	Revise plans for ramp lighting	3	2	8	32	64	0	109
4	Intersection lighting plan	1	0	2	8	12	0	23
5	Lighting calculations - Tunnel	1	1	4	8	6	0	20
6	Voltage drop calculations	1	2	8	12	4	0	27
7	Revise special provisions	1	0	0	2	0	2	5
8	Preparation of cost estimates	1	0	0	2	0	4	7
9	Power distribution	1	2	8	18	30	0	59
10	Revise roundabout ltg 3 times	1	2	0	12	24	0	39
								0
								0
	<b>Subtotal</b>	15	15	74	106	178	6	394

# R.A. ALCALA' & ASSOCIATES, INC.

Project Name: SR89A/Side Road TI and Roundabout Lighting - Change Order  
TRACS No.: H 7224 SID  
RAAI No.: 08024 - CO1  
Date: November 13, 2008

## DERIVATION OF COST PROPOSAL SUMMARY

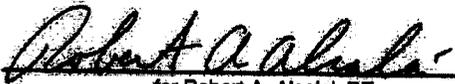
### Estimated Direct Labor

<u>Classification</u>	<u>Estimated Person-Hours</u>	<u>Average Hourly Rate</u>	<u>Labor Costs</u>
Project Manager	15	\$ 52.88	\$ 793.20
Project Engineer	15	35.32	529.80
Engineer/Designer	74	26.00	1,924.00
Designer/Field Tech	106	23.33	2,472.98
CADD Technician	178	19.37	3,447.86
Secretary/Clerical	6	15.25	91.50
Total Estimated Labor	394		\$ 9,259.34
*Provisional Overhead @ 165%			15,277.91
<b>Sub-Total Direct Labor</b>			<b>\$ 24,537</b>

### Direct Expenses

	<u>Cost</u>
Travel	
Local Travel (120 mi @ 0.355/mi)	42.60
Copying	
Prints (10 x 4 x 0.15)	0.00
Vellums (0 x 0 x 7.50)	0.00
Mylars (6 x 1 x 18)	108.00
Meals	
<b>Sub-Total Direct Expenses</b>	<b>\$ 150.60</b>

Total Estimated Cost to Consultant		\$ 24,687.85
Net Fee = (Direct Labor + OH) X Multiplier	10%	2,453.73
<b>Total Estimated Cost</b>		<b>\$ 27,141.58</b>

  
for Robert A. Alcala, PE

13-Nov-08  
Date

\*Provisional Overhead Rate

# Cost Plus Fixed Fee: Supporting Information

**PARSONS**

Contract No. 07-115  
 SR 89A/Side Road Interchange Design, Phase III  
 Supplemental Agreement Four

**PARSONS**

**Post Design Services  
 Proposed Billing Rates**

Classification*	Abbreviation	Average Class Rate	Billing Rate
PROJECT MANAGER	DM	\$ 58.80 /hr	\$ 167.08 /hr
PROJECT ENGINEER	PE	\$ 48.50 /hr	\$ 137.81 /hr
ENGINEER / DESIGNER	Eng/Des	\$ 32.59 /hr	\$ 92.60 /hr
CADD / TECHNICIAN	Tech	\$ 34.23 /hr	\$ 97.27 /hr
CLERICAL	Clerical	\$ 20.37 /hr	\$ 57.88 /hr
Overhead Rate :		158.32%	
Net Fee :		10.00%	

\*Classification designates level of experience and not registration.

Paul D. Dil Area Manager  
 Name, Title

2/26/09  
 Date



**ROUNABOUTS & TRAFFIC ENGINEERING**

**ARIZONA OFFICE**  
20 CRIMSON VISTA LANE  
SEDONA, AZ 86351

**CALIFORNIA OFFICE**  
11279 HUNTSMAN LEAP  
TRUCKEE, CALIFORNIA 96161

**WWW.ROUNABOUTS.US**

**MEMORANDUM**

**TO: All Clients**

**FROM: Scott Ritchie, P.E., President**  
**Roundabouts & Traffic Engineering**

**SUBJECT: RTE Rate Sheet**

Roundabout Specialist.....	\$180.00/hour
Engineering Assistant.....	\$70.00/hour
Administrative Assistant.....	\$45.00/hour
Traffic Technician.....	\$35.00/hour
Mileage Rate.....	\$0.495/mile

Other Travel Expenses (lodging, meals, travel, etc.), Postage/Phone/Copies/Printing/Delivery Costs, Out-of-Office Printing/Copies: Billed on a time and materials basis unless already included in a lump sum contract.

*Note: All time and materials billing do not have additional markups or percentage increases as a courtesy to the client.*





LOGAN SIMPSON  
DESIGN INC.

SR. 89A / Granite Dells Parkway Contract No. 07-115 Tracs No. H7224 01C

LOGAN SIMPSON DESIGN INC. RATES AS OF January-09				
Classification	Current Rate	Ovhd 177.00%	Profit 12.00%	Contract Rate
Project Environ. Planner IV/Land. Arch. Average Hourly Rate	\$ 56.50	177.00%	12.00%	\$ 175.29
Landscape Architect IV Average Hourly Rate	\$ 42.67	177.00%	12.00%	\$ 132.37
Landscape Architect III Average Hourly Rate	\$ 32.67	177.00%	12.00%	\$ 101.35
Landscape Designer III Average Hourly Rate	\$ 34.00	177.00%	12.00%	\$ 105.48
Irrigation Designer III Average Hourly Rate	\$ 33.00	177.00%	12.00%	\$ 102.38
Construction Inspector IV Average Hourly Rate	\$ 40.00	177.00%	12.00%	\$ 124.10
Construction Inspector III Average Hourly Rate	\$ 33.00	177.00%	12.00%	\$ 102.38
Landscape Designer/Community Planner II Average Hourly Rate	\$ 22.33	177.00%	12.00%	\$ 69.29
Landscape Designer I/Community Planner I Average Hourly Rate	\$ 18.50	177.00%	12.00%	\$ 57.39
CAD Technician II Average Hourly Rate	\$ 21.00	177.00%	12.00%	\$ 65.15
Administrative II Average Hourly Rate	\$ 19.63	177.00%	12.00%	\$ 60.88

This is to certify that the individuals listed above are compensated at the listed current hourly rate as of (01/21/2009).

  
Wayne Colebank  
Vice President

  
Date



**CLAYCOMB / ROCKWELL ASSOCIATES**  
 Civil Engineering & Surveying  
 8891 E. Valley Rd.  
 Prescott Valley, AZ 86314  
 Phone (928) 772-0745 Fax (928) 772-2008



**SCHEDULE OF HOURLY RATES-----July 1, 2006**

Total project charges are based on hourly rates plus other direct job expenses as follows:

**PERSONNEL CHARGES**

Principal	\$140.00/hr.
Assoc. Principal	\$130.00/hr.
Department Manager	\$120.00/hr.
Sr. Project Manager	\$115.00/hr.
Project Manager	\$110.00/hr.
Professional Engineer/Registered Land Surveyor	\$ 95.00/hr.
Sr. Engineer in Training/Sr. Designer	\$ 90.00/hr.
Designer/Sr. Crew Chief/ Sr. Const. Observer/Planner	\$ 80.00/hr.
Business	\$ 75.00/hr.
Engineer IT/Land Surveyor IT/Crew Chief/Sr. CADD Technician	\$ 70.00/hr.
Office Manager/Accounting Manager	\$ 70.00/hr.
Construction Observer	\$ 65.00/hr.
CADD Technician/Survey Technician	\$ 60.00/hr.
Administrative Assistant/ Information Systems Manager	\$ 60.00/hr.
Jr. Surveyor/Jr. Technician/Jr. Observer/Clerical	\$ 50.00/hr.
Two Person Survey Crew	\$130.00/hr.
One Person Survey Crew	\$ 80.00/hr.
GPS Usage	\$ 35.00/hr.
Vehicle Charge	\$ 5.50/hr.
Mileage	\$ .45/mile
Copies      Black/White 8-1/2x11 to 11x17	\$ .12/ea.
Color 8-1/2x11 to 11x17	\$ .35/ea.
24x36 Bond Prints	\$ 2.50/sht.

Direct expenses including but not limited to; meals and lodging, long distance telephone, faxes, expedited shipping, printing, copying, submittal, review and permitting fees and title reports, will be billed with a 15% markup and are not included in our hourly fees unless the contract specifically states that they are included.

Work required by the Client outside of normal business hours will be charged at 1.5 times our regular rates. Expert Testimony, services related to litigation or arbitration including preparation will be charged at 2.0 times our regular rates. Hourly rates for other staff not listed above are available upon request.

I certify that as of January 20, 2009, the above billing rates reflect actual payroll rates plus overhead and profit.

Karl Rockwell, General Manager

1/20/09

Date

**AMEC EARTH & ENVIRONMENTAL, INC.**  
**PROPOSED 2008 ADOT COMMERCIAL PRICE LIST**

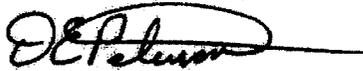
**Personnel**

Charges will be made at the following unit rates for all project related time including travel to and from the project site.

Legal projects requiring deposition or court appearances will be billed at our standard personnel billing rates for all investigative and preparation activities. The rate will be increased 50 percent for deposition time and for court appearance time.

	<u>Hourly Rate</u> <u>Regular</u>	<u>Hourly Rate</u> <u>Overtime</u>
Senior Project Manager/Reviewer	\$158.00	\$158.00
Project Manager	\$139.00	\$139.00
Professional Engineer, Geologist & Hydrologist & Senior Environmental Specialist	\$121.00	\$121.00
Project Engineer, Geologist & Hydrologist II & Environmental Specialist II	\$112.00	\$112.00
Staff Engineer/Geologist I & Environmental Specialist I*	\$ 97.00	\$ 97.00
Environmental/GPR Technician	\$ 80.00	\$ 80.00
Engineering & Geologic Aide (Tech IV)	\$ 80.00	\$ 80.00
Word Processor Operator	\$ 54.00	\$ 54.00
Draftsman	\$ 78.00	\$ 78.00
Senior Engineering/NDE Technician (Tech III)	\$ 58.00	\$ 78.00
Engineering Technician (Tech II)	\$ 48.00	\$ 67.00

\*Category designates level of experience and not registration.



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David E. Peterson, P.G.  
Vice President

**AMEC EARTH & ENVIRONMENTAL, INC.**  
**PROPOSED 2008 ADOT COMMERCIAL PRICE LIST**

<b><u>Vehicles &amp; Miscellaneous Charges</u></b>	<b><u>Rate</u></b>
Printing - 8 1/2" x 11"	\$ 0.05/page
Color Printing - 8 1/2" x 11"	\$ 1.00/page
Printing - Outside Services	Cost
Printing - Plan Size Blueline/Blackline	\$ 4.75/sheet
CAD Plotting - Standard 24x36"/Blackline	\$12.70/sheet
CAD Plotting - Standard 24x36"/Color	\$16.50/sheet
CADD Computer/Computer Modeling/System Usage	\$12.50/hour
Digital Imagery Printing	\$ 2.80/page
Air Fare, Taxi, Car Rental, etc.	Cost
Rented Pickups & Cars	Cost
Rented Heavy Equipment (backhoe, bulldozer)	Cost + 5%
Chartered Aircraft	Cost
Travel Subsistence for Personnel (usually billed at daily rate but in some cases at actual expense per ADOT travel policy)	\$60.00/day hotel + tax
Daily meal allowance	\$25.00/day - meals
Miscellaneous Subcontracts	Cost
Sedans & Pickups – 2-Wheel Drive (3/4 ton)	\$ 0.445/mile
Sedans & Pickups – 4-Wheel Drive	\$ 0.445/mile
Geometrics SE12 – 12-Channel Seismograph	\$100.00/test
Geometrics SE24 – 24-Channel Seismograph	\$200.00/test
Pressuremeter	\$255.00/day
Inclinometer	\$225.00/day
Expendable Supplies	Cost
Core Boxes - Cardboard	\$ 9.50/each
Global Positioning Service (GPS)	\$105.00/day
GSSI SIR3 Ground Penetrating Radar w/Generator	\$435.00/day
MAG Particle (wet)	\$ 17.00/can
Penetrant, Cleaner	\$ 14.50/can
UT Couplant	\$ 15.50/12 oz.
Film, 4.5" x 10"	\$ 5.95/sheet
Film, 4.5" x 17"	\$ 8.30/sheet

**AMEC EARTH & ENVIRONMENTAL, INC.**  
**PROPOSED 2008 ADOT COMMERCIAL PRICE LIST**

**Environmental Equipment & Supplies**

Charges will be made at applicable rate for equipment usage or for items consumed.

	<u>Rate</u>
Water Quality Sampling Equipment	\$ 56.00/day
Oxygen Meter/Combustible Gas Indicator	\$ 49.00/day
Methane Gas Detector	\$ 49.00/day
Hydrogen Sulfide Detector	\$ 49.00/day

**Water Quality Equipment & Supplies**

Ph Meter	\$ 46.00/day
Salinity – Conductivity – Temperature (SCT) Meter	\$ 39.00/day
Alkalinity Test Kit	\$ 17.50/day
Peristaltic Pump	\$ 39.00/day
Bladder Pump	\$ 49.00/day
Well Sounder	\$ 39.00/day
Stainless Steel Bailer	\$ 35.00/day
Disposable PVC Bailer	\$ 11.00/each

**Laboratory Testing, Soils, Rock & Aggregates**

Bulk Density of Rock Core (ASTM C567)	\$ 32.50
Consolidation	
Up to 16 tsf – no time rate of consolidation (ASTM D2435)	\$187.00
Including time rate of consolidation for assigned loads (Modified ASTM D2435)	\$275.00
Triaxial Consolidation	\$330.00
Density of Undisturbed Ring Samples (ASTM D2937)	\$ 20.00
Direct Shear Test – In Situ (ASTM D3080)	
One Point	\$105.00
Two Points	\$143.00
Three Points	\$165.00
Direct Shear Test – Saturated or Remolded (ASTM D3080)	
One Point	\$118.00
Two Points	\$149.00
Three Points	\$177.00
Expansion (swell, constant surcharge)	\$120.00
Fractured Face/Angularity	\$ 89.00
L.A. Abrasion (ASTM C535)	\$136.00
Moisture Content (ASTM D2216)	\$ 15.50
Moisture-Density Relations Test (Proctors)	
Standard	
ASTM D698 A, B	\$116.00

**AMEC EARTH & ENVIRONMENTAL, INC.**  
**PROPOSED 2008 ADOT COMMERCIAL PRICE LIST**

<b><u>Laboratory Testing, Soils, Rock &amp; Aggregates Cont.</u></b>	<b><u>Rate</u></b>
Plasticity Index (Atterberg limits) (ASTM D4318)	
Dry Preparation	\$ 56.00
Wet Preparation	\$112.00
Point Load Index (ISFRM)	\$ 50.00
Permeability (ASTM D5084)	\$335.00
pH/Resistivity	\$140.00
Pinhole Dispersion (ASTM D4647)	\$248.00
R-Value (ASTM D2844)	\$235.00
Fine Sieve Analysis including Elutriation (ASTM C136 & C117)	\$ 53.00
Total Sieve Analysis, Coarse & Fine (ASTM C136 & C117)	\$ 82.00
Sand Equivalent (ASTM D2419)	\$ 63.00
Sodium Sulfate Soundness	\$224.00
Soil Cement Compression Strength (ARIZ 220)	
Lab mixed and molded	\$ 56.00
Lab molded	\$ 45.00
Soluble Salts (ASTM D4542)	\$ 54.00
Specific Gravity – Coarse (ASTM C127)	\$ 63.00
Specific Gravity – Fine (ASTM C127)	\$ 73.00
Splitting Tensile	\$ 75.00
Triaxial Compression	
CU (ASTM D4767) 3 point	\$1,780.00
UU (ASTM D2850) per point	\$173.00
Unconfined Compression (ASTM D2166)	
Rock Core Sample	\$ 51.00
<b><u>Laboratory Testing, Concrete &amp; Asphalt</u></b>	
Compressive Strength (including mold) – Slump, Air and Unit Weight included with technician hourly rate	\$ 16.00
Concrete Cores, trim, unit weight, cap break	\$ 40.00
Density of Cores	\$ 31.00
Extraction & Gradation (Ignition Method)	\$135.00
Flexural Strength (ASTM C78)	\$ 31.00
Gyratory Compaction	\$108.00
Ignition Furnace Calibration	\$393.00
Marshall Density, Stability & Flow	\$117.00
Rice Maximum Theoretical Density	\$145.00
Unit Weight & Thickness of AC Cores, each core	\$ 20.50

<b>COUNCIL AGENDA MEMO – October 6, 2009</b>
<b>DEPARTMENT:</b> Legal
<b>AGENDA ITEM:</b> Virginia Bennett vs. City - Lawsuit Settlement.

<b>Approved By:</b>	<b>Date:</b>
<b>Department Head:</b> Gary D. Kidd <i>GPK</i>	
<b>Finance Director:</b> Mark Woodfill	
<b>City Manager:</b> Steve Norwood <i>straight through for</i>	<i>10-2-09</i>

**Item Summary-**

The City was served with a Complaint for among other claims, the wrongful death of Mr. Bennett. Plaintiffs were his surviving spouse and daughter and they were represented by the law firm of Musgrove, Drutz & Kack. The homeowner of the property where Mr. Bennett fell was also sued and was being represented by a large law firm in Phoenix. Mr. Bennett was 86 years old at the time of the accident and suffered from numerous pre-existing medical conditions including dementia. Plaintiffs' Complaint alleged that Mr. Bennett was traveling down the sidewalk in a motorized wheelchair and fell from his wheelchair when it tipped over after hitting cracks in the sidewalk. The City did not locate any eye-witnesses to the accident. Mr. Bennett was hospitalized for a broken hip and subsequently developed an infection and died. Discovery was completed and depositions were taken. Mediation was unsuccessful and Plaintiffs filed an offer of judgment in the amount of \$200,000 which was not accepted by the City. Plaintiff filed a motion for leave to amend the complaint to allow Mrs. Bennett to state claims individually and the Court denied this. Plaintiff then filed a Motion for Reconsideration and the court again denied this motion on June 9, 2009. Plaintiffs filed a motion for summary judgment which was to be heard on September 22, 2009 but after a second settlement conference on September 17, 2009, the parties negotiated a total settlement which included \$50,000 participation by the City subject to Council approval in an effort to avoid the necessity of further litigation and trial. This settlement is deemed reasonable and likely much less than the total cost of trial. The retention amount was \$250,000 so the settlement is less than our reserve amount.

<p><b>Recommended Action:</b> Authorize the Mayor and City Attorney to enter into a Settlement Agreement with Plaintiffs and Co-defendants and payment of \$50,000.00 as settlement of this case.</p>
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**COUNCIL AGENDA MEMO – (10/06/09 & 10/13/09)**

**DEPARTMENT:** City Clerk

**AGENDA ITEM:** Public Hearing and consideration of a liquor license application from Mary Elizabeth Whipple, applicant for Firehouse Kitchen, for a Series 12, Restaurant, license for Firehouse Kitchen located at 220 Goodwin, Suite 101.

**Approved By:**

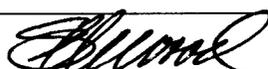
**Date:**

**Department Head:** Elizabeth A. Burke

8/28/2009

**Finance Director:** Mark Woodfill

**City Manager:** Steve Norwood



09/30/09

A Liquor License Application, City No. 09-152, State No. 12133454, has been received from Mary Elizabeth Whipple, Applicant for Firehouse Kitchen for a new Series 12, Restaurant License for **Firehouse Kitchen** located at 220 Goodwin, Suite 101.

The public hearing will be held at the Regular Council Meeting of Tuesday, October 13, 2009. The applicant has been requested to attend the Regular Meeting to answer any questions Council may have.

A copy of the application is available for Council's review in the City Clerk's Office.

**Recommended Action:** (1) **MOVE** to close the Public Hearing, and (2) **MOVE** to approve/deny State Liquor License Application No.12133454 for a new Series 12, Restaurant, License for Mary Elizabeth Whipple, applicant for Firehouse Kitchen located at 220 Goodwin, Suite 101.

## R19-1-102. Granting a License for a Certain Location

Local governing authorities and the Department may consider the following criteria in determining whether public convenience requires and that the best interest of the community will be substantially served by the issuance or transfer of a liquor license at a particular unlicensed location:

1. Petitions and testimony from persons in favor of or opposed to the issuance of a license who reside in, own or lease property in close proximity.
2. The number and series of licenses in close proximity.
3. Evidence that all necessary licenses and permits have been obtained from the state and all other governing bodies.
4. The residential and commercial population of the community and its likelihood of increasing, decreasing or remaining static.
5. Residential and commercial population density in close proximity.
6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers.
7. Effect on vehicular traffic in close proximity.
8. The compatibility of the proposed business with other activity in close proximity.
9. The effect or impact of the proposed premises on businesses or the residential neighborhood whose activities might be affected by granting the license.
10. The history for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant has received a detailed report(s) of such activity at least 20 days before the hearing by the Board.
11. Comparison of the hours of operation of the proposed premises to the existing businesses in close proximity.
12. Proximity to licensed childcare facilities as defined by A.R.S. § 36-881.

### **Historical Note**

Former Rule 2; Former Section R4-15-02 renumbered as Section R4-15-102 without change effective October 8, 1982 (Supp. 82-5). Repealed effective July 11, 1983 (Supp. 83-4). New Section adopted effective March 3, 1993 (Supp. 93-1). R19-1-102 recodified from R4-15-102 (Supp. 95-1). Amended by final rulemaking at 11 A.A.R. 5119, effective January 9, 2006 (Supp. 05-4).

Editor's Note: The following Section was amended under an exemption from the Arizona Administrative Procedure Act (A.R.S. Title 41, Chapter 6) pursuant to Laws 1996, Ch. 307 § 18. Although exempt from certain provisions of the rulemaking process, the Department was required to provide for reasonable notice and hearing. This Section was not reviewed by the Governor's Regulatory Review Council; and the Department did not submit notice of proposed rulemaking to the Secretary of State for publication in the Arizona Administrative Register (Supp

**ARIZONA STATE LIQUOR LICENSES  
TYPES / PURPOSES  
AS OF 04/07**

**License Types: Series 01 In-State Producer's License**

Allows an in-state producer to produce or manufacture spirituous liquor and sell the product to a licensed wholesaler.

**License Types: Series 02 Out-of-State Producer's License**

Allows an out-of-state producer, exporter, importer or rectifier to ship spirituous liquor into the state to a licensed Arizona wholesaler.

**License Types: Series 03 Domestic Microbrewery License**

Allows the licensee of a microbrewery to manufacture or produce not less than 5,000 gallons of beer in each calendar year following the first year of operation and not more than 620,000 gallons of beer in a calendar year.

**License Types: Series 04 Wholesaler's License**

Allows a wholesaler to warehouse and distribute for sale, spirituous liquor to a licensed retailer.

**License Types: Series 05 Government License**

Allows the holder of a government license to sell and serve spirituous liquor solely for consumption on the premises for which the license is issued. The license is issued in the name of a county, city, town or state university whose governing body has authorized its use.

**License Types: Series 06 Bar License – Transferable**

Allows a bar retailer to sell and serve spirituous liquors, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

**License Types: Series 07 Beer and Wine Bar License - Transferable**

Allows a beer and wine bar retailer to sell and serve beer and wine, primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises.

**License Types: Series 08 Conveyance License (Airplanes, Trains, and Boats)**

Allows the owner or lessee of an operating airline, railroad or boat to sell all spirituous liquors in individual portions or in original containers for consumption *only* on the plane, train or boat.

**License Types: Series 09 Liquor Store License (All spirituous liquors) - Transferable**

Allows a spirituous liquor store retailer to sell all spirituous liquors, only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

**License Types: Series 10 Beer and Wine Store License (Beer and wine only)**

Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

**License Types: Series 11 Hotel/Motel License (with Restaurant)**

Allows the holder of a hotel/motel license to sell and serve spirituous liquor solely for consumption on the premises of a hotel or motel that has a restaurant where food is served on the premises.

**License Types: Series 12 Restaurant License**

Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

**License Types: Series 13 Domestic Farm Winery License**

Allows a domestic farm winery licensee to manufacture or produce more than two hundred (200) gallons, but less than seventy-five thousand (75,000) gallons of wine annually, from grapes or other agricultural products, of which at least seventy-five percent (75%) are grown in this state.

**License Types: Series 14 Club License**

Allows the holder of a club license to sell and serve spirituous liquor for consumption only on the premises owned, leased or occupied by the club, and only to bona fide members of the club and their guests.

**License Types: Series 15 Special Event License**

Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

**Non-transferable License Types: Series 16 Wine Festival/Wine Fair License (Temporary)**

1. Wine festival license: Allows a licensed domestic farm winery to serve samples of its products on the wine festival premises and the sale of such products in original containers for consumption off the wine festival premises.
2. Wine fair license: Allows a licensed domestic farm winery to serve samples of its products at a sanctioned county or state fair, and the sale of such products in original containers for consumption off the fair premises.

**License Types: Series 17 Direct Shipment License**

Allows an out-of-state producer, exporter, importer, or rectifier to take orders from retail customers by telephone, mail, catalog or the Internet. The orders must be shipped into the state to a licensed Arizona wholesaler. The wholesaler must sell the product to a licensed retailer. The retailer will deliver the spirituous liquor to the customer.