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

PRESCOTT CITY COUNCIL
REGULAR VOTING MEETING
TUESDAY, AUGUST 14, 2012
3:00 P.M.

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

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

◆ **CALL TO ORDER**

◆ **INTRODUCTIONS**

◆ **INVOCATION** Pastor Adam Arquardt, American Evangelical Lutheran

◆ **PLEDGE OF ALLEGIANCE**: Mayor Kuykendall

◆ **ROLL CALL**:

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Carlow
Councilman Kuknyo
Councilman Lamerson
Councilman Scamardo

◆ **SUMMARY OF CURRENT OR RECENT EVENTS**

I. PROCLAMATION – Daughters of the American Revolution

II. CONSENT AGENDA

CONSENT ITEM I-A LISTED BELOW MAY BE ENACTED BY ONE MOTION. ANY ITEM MAY BE REMOVED AND DISCUSSED IF A COUNCILMEMBER SO REQUESTS.

A. Approval of the Minutes of the Prescott City Council Regular Voting Meeting of July 10, 2012.

***RECOMMENDED ACTION:* MOVE to approve Consent Agenda Item I-A.**

III. REGULAR AGENDA

A. Approval of FY13 purchases of computers, software, and licenses from Dell, Inc., in an amount not to exceed $120,000.00.

RECOMMENDED ACTION: ***MOVE to approve FY13 purchases of computers, software, and licenses from Dell, Inc., in an amount not to exceed $120,000.00.***

B. Approval of Acker Trust Board grants for Fiscal Year 2013.

RECOMMENDED ACTION: ***MOVE to approve Acker Trust Board grants for Fiscal Year 2013.***

C. Adoption of Resolution 4144-1304 approving an Intergovernmental Agreement (IGA) between the City of Prescott and the Yavapai-Prescott Indian Tribe for the City, as agreed upon lead agency, to provide consolidated dispatch and supplemental law enforcement services to the YPIT.

RECOMMENDED ACTION: ***MOVE to adopt resolution 4144-1304.***

D. Adoption of Resolution 4145-1305 approving a Memorandum of Understanding between the Yavapai-Prescott Indian Tribe and the Prescott Police Department to establish responsibility and authority for the Prescott Regional Communication Center to enter YPIT records in the Arizona Criminal Justice Information System and the National Crime Information Center per an approved Holder of Record Agreement.

RECOMMENDED ACTION: ***MOVE to adopt Resolution No. 4145-1305.***

E. Special Use Permit to allow operation of an Auto Sales business at 543 W. Gurley Street at the southeast corner of West Gurley Street and Park Avenue. The zoning is Business General (BG). Owner: Intermountain Communications; Applicant: Prescott Car Company, Inc. File No. SUP 12-001.

RECOMMENDED ACTION: ***MOVE to approve*** **SUP12-001, waiving the ten foot street frontage setback and including the conditions recommended by the P&Z Commission.**

F. Approval of Fiscal Year 2013 Transient Occupancy (Bed Tax) allocations

RECOMMENDED ACTION:

If the attached list of allocations is approved as submitted:

MOVE to approve the Transient Occupancy Tax allocations for FY 2013.

If the attached list of allocations is revised by Council:

MOVE to approve the Transient Occupancy Tax allocations for FY 2013, as amended.

G. Approval of payment of Yavapai County Water Advisory Committee membership dues for Fiscal Year 2013.

RECOMMENDED ACTION: ***MOVE to approve payment of Fiscal Year 2013 Yavapai County Water Advisory committee membership dues in the amount of $42,672.***

H. Approval of payment of Upper Verde River Watershed Protection Coalition membership dues for Fiscal Year 2013.

RECOMMENDED ACTION: ***MOVE to approve payment of Fiscal Year 2013 Upper Verde River Watershed Protection Coalition membership dues in the amount of $52,000.*****00.**

I. League of Arizona Cities and Town resolutions

RECOMMENDED ACTION: ***MOVE to approve the recommendations of the League of Arizona Cities and Towns Resolutions Subcommittee to be communicated to the Resolutions Committee at the 2012 Annual Conference.***

OR

MOVE to approve the recommendations of the League of Arizona Cities and Towns Resolutions Subcommittee with the following exceptions to be communicated to the Resolutions Committee at the 2012 Annual Conference:

Category (1) – Recommended by Subcommittee for Approval

The City of Prescott does not support the following resolutions as written: (numbers to be specified, if any).

Category (2) – Recommended by Subcommittee for Approval with Amendments

The City of Prescott does not support the following resolutions with amendments as written: (numbers to be specified, if any).

Category (3) – Recommended by Subcommittee as Significant Municipal Issue

The City of Prescott does not support the following resolutions as written: (numbers to be specified, if any).

J. Purchase of closed circuit television (CCTV) computer, software, camera and training for the Wastewater Division camera van from Arizona Wastewater Industries, Inc., in the amount of $63,603.17.

RECOMMENDED MOTION: ***MOVE to purchase closed circuit television (CCTV) computer, software, camera and training from Arizona Wastewater Industries, Inc., in the amount of $63,603.17.***

K. Letter of Support to Arizona State Parks on behalf of the International Mountain Bike Association application for grant funding to aid in construction of the Prescott Circle Trail.

RECOMMENDED MOTION: ***MOVE to approve submission of a letter to Arizona State Parks supporting a grant application by the International Mountain Bike Association for funding to aid in construction of the Prescott Circle Trail.***

L. Award of bid and contract for On-Call Water and Wastewater Controls Integration Services Project to Quantum Integrated solutions/Engineering, Inc., in an amount no to exceed $227,000.00.

RECOMMENDED MOTION: ***MOVE to award the bid and contract for the On-Call Water and Wastewater Controls Integration Services Project to Quantum Integrated Solutions/Engineering, Inc., in an amount not to exceed $227,000.00.***

M. Approval of a professional services agreement with Lyon Engineering & Surveying, Inc., for engineering and construction support services for the Side Road Connector Roundabout at State Route 89 in an amount not to exceed $257,900.00.

RECOMMENDED MOTION: ***MOVE to approve a professional services agreement with Lyon Engineering & Surveying, Inc., for engineering and construction support services for the Side Road Connector Roundabout at State Route 89 in an amount not to exceed $257,900.00***

N. Award of a bid and contract for the Sundog Wastewater Treatment Plant Traveling Bridge Sand Filter Rehabilitation Project to Garney Companies, Inc., in the amount of $386,000.00.

RECOMMENDED MOTION: ***MOVE to award the bid and contract for the Sundog Wastewater Treatment Plant Traveling Bridge Sand Filter Rehabilitation Project to Garney Companies, In., in the amount of $386,000.00.***

O. Approval of payment in the amount of $10,000.00 to the Yavapai Humane Society for improvements to the Animal Shelter on Sundog Ranch Road.

RECOMMENDED MOTION: ***MOVE to approve a payment in the amount of $10,000.00 to the Yavapai Humane Society for improvements to the Animal Shelter.***

IV. 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.

_____
Kim Webb, CMC, City Clerk

III-A

COUNCIL AGENDA MEMO – August 14, 2012

DEPARTMENT: Finance

AGENDA ITEM: Approval of FY13 purchases of computers, software, and licenses from Dell, Inc., in an amount not to exceed $120,000.00

Approved By:		**Date:**
Department Head:		
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell Craig McConnell	8-6-12

Summary

This item is to approve purchases from Dell, Inc., for FY13 in an amount not to exceed $120,000 for City computer/notebook replacement, software, and licenses.

Background

The Information Technology (IT) division of the Budget & Finance Department currently supports 463 desktop computers and notebooks. In addition to these 463 systems, IT provides support and installation services for 82 mobile data computers (MDC) used by Prescott Police, Prescott Fire, and Prescott Valley Police. This count does not include approximately 50 Prescott Public Library patron computers which are managed and supported by that department.

The standard IT industry approach to replacement of desktop hardware used to be replacement at X number of years where 'X' generally was three, four, or five. However, IT is able to keep desktop systems in productive use well beyond the default 4 year warranty period that comes with a new Dell via the following strategy:

- Deploy hardware for maximum utilization
- Replace underpowered and non-maintainable hardware

This strategy is effective in part because of advances in hardware capabilities, hardware reliability, and management options for desktop systems in recent years; and is reflected in the following age distribution of City desktop systems:

- 10 years old – 4 systems
- 9 years old – 4 systems
- 8 years old – 8 systems
- 7 years old – 30 systems
- 6 years old – 34 systems
- 5 years old – 57 systems
- 4 years old – 80 systems
- 3 years old – 35 systems
- 2 or 1 years old – 239 systems

AGENDA ITEM: Approval of FY13 purchases of computers, software, and licenses from Dell, Inc., in an amount not to exceed $120,000.00

IT purchases computers from Dell for the following reasons:

- Dell is consistently one of the largest PC manufacturers
- Dell sells direct to organizations - no need for value added resellers which add cost
- The City is able to use the Western States Contract Alliance (WSCA) contract which provides free ground shipping on orders
- Dell's warranty program allows IT to perform warranty labor which results in a quick and efficient repair process
- Kbox desktop management system (Dell owns the company which provides this)

The Kbox system enables IT to remotely inventory, report, and manage City desktop systems. IT is able to use Kbox to deploy software to City desktop systems on an automated basis. The net benefit of the Kbox system is a reduction of staff time necessary to manage the desktop systems.

Advances in computer manufacturing, hardware advancements, etc., have lowered the cost for a standard issue Dell City PC to around $840, from $1200 five years ago.

IT provides the same base and configuration for all business units with a few targeted exceptions such as GIS and Public Works CAD. The standard PC configuration is specified with hardware to run standard City applications such as Microsoft Office, Munis (financial system), CRW (building permits), for 5 to 7 years.

Certain software packages, such as Microsoft Office, are deployed in several versions around the City. This is due to varied technical/feature requirements by City desktop users as well as a desire to 'pay as you go' with this software. For example, a power user in the Finance Department may use Microsoft Office 2010 in order to leverage features of this version. A user at a fire station may use Microsoft Office 2003 due to lesser requirements for software features and capabilities.

Avoiding a "one size fits all" model for software lowers the overall City cost.

Budget

Funding for these items is available for FY13 through budgeted departmental IT charges.

Recommended Action: **MOVE** to approve FY13 purchases of computers, software, and licenses from Dell, Inc., in an amount not to exceed $120,000.00.

II.B

COUNCIL AGENDA MEMO – August 14, 2012

DEPARTMENT:	Parks & Recreation
AGENDA ITEM:	Approval of Acker Trust Board grants for Fiscal Year 2013

Approved By:			**Date:**
Department Head:	Joe Baynes		
Finance Director:	Mark Woodfill		
City Manager:	Craig McConnell	Craig McConnell	8-3-12

The Acker Trust Board was established in 1959 as part of a court adjudication of Mr. J.S. Acker's will, which left the majority of his estate to the City of Prescott, " ... for the use of our people, the children in particular." Trust Board members are appointed by and serve as advisors to the Mayor and Council for management of the Trust. All Trust expenditures are for parks or the promotion of youth music.

Every year music organizations apply for Acker Trust funding through a grant process. These organizations must be incorporated, provide a financial statement, and appear before the Board for a five-minute presentation. The Board, in determining recommended allocations within the limited resources available, considers the financial need of the applicant, the number of participants served by their programs, and benefit to the community.

Requests totaling $66,872.03 were received for FY13; the balance in the trust is $583,381.11, of which a maximum of $10,000.00 is available for disbursement. The Board reviewed applications and presentations from Yavapai Symphony Guild, Chaparral Music Fest, Elks Opera House Foundation, Heritage Park Zoological Sanctuary, Kiwanis Club of Prescott Community Foundation, and Prescott Unified School District- Kids and Company.

Of the applications submitted for FY 2013 Grants, the Board is recommending the following for approval:

Chaparral Music Fest		$1,750
Prescott Unified School District - Kids and Company Program		$2,000
Yavapai Symphony Guild		$6,000
	TOTAL	**$9,750**

Recommended Action: MOVE to approve Acker Trust Fund grant awards for Fiscal Year 2013 to Chaparral Music Fest - $1,750; Prescott Unified School District - Kids and Company Program - $2,000; and Yavapai Symphony Guild $6,000.

#.C

COUNCIL AGENDA MEMO – August 14, 2012

DEPARTMENT: Police

AGENDA ITEM: Adoption of Resolution 4144-1304 approving an Intergovernmental Agreement (IGA) between the City of Prescott and the Yavapai-Prescott Indian Tribe

Approved By:		**Date:**
Department Head:	Michael Kabbel, Chief of Police	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell Craig McConnell	8-3-12

Item Summary

The Prescott Police Department recommends approval, through adoption of Resolution No. 4144-1304, of an Intergovernmental Agreement (IGA) between the City and the Yavapai-Prescott Indian Tribe (YPIT). The purpose of this IGA is for the City, as agreed upon lead agency, to provide consolidated dispatch and supplemental law enforcement services to the YPIT.

Background

The IGA provides for consolidated dispatch services at the Prescott Regional Public Safety Communication Center (Dispatch Center). Such services include all needed on-site personnel, facilities, workspaces, equipment and utilities necessary to fully operate the Dispatch Center. The Prescott Police Department will also provide supplemental law enforcement services to the YPIT by providing secondary or "backup" response to calls for service on the YPIT reservation when necessary, and primary response when a Tribal Officer is unavailable. When requested, the Prescott Police Department will also provide specialized law enforcement teams to the YPIT, including canine officers and SWAT team response.

The IGA will become effective upon ratification by both parties, and extend through June 30, 2014. After this date, the Agreement will automatically renew for consecutive twenty-four month periods unless one of the parties provides written notice of its intent to terminate.

Budget

Within 30 days of billing by the City, the YPIT shall remit on a monthly basis its proportionate Dispatch Center fee payment as determined by a workload division of costs as set forth in the IGA. Additionally, the YPIT shall pay to the City a sum of $13,077.54 for supplemental law enforcement services for the first fiscal year that this IGA is in effect. Subsequent fiscal year supplemental payment amounts will be determined after reevaluation pursuant to the Articles of the IGA.

Recommended Action: MOVE to adopt Resolution No. 4144-1304.

RESOLUTION NO. 4144-1304

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 YAVAPAI-PRESCOTT INDIAN TRIBE TO PROVIDE CONSOLIDATED DISPATCH SERVICES BETWEEN THE CITY AND THE YAVAPAI-PRESCOTT INDIAN TRIBE AND FOR THE CITY TO PROVIDE AGREED UPON SUPPLEMENTAL LAW ENFORCEMENT SERVICES FOR THE YAVAPAI-PRESCOTT INDIAN TRIBE AS REQUIRED.

RECITALS:

WHEREAS, the City of Prescott and Yavapai-Prescott Indian Tribe wish to enter into an Intergovernmental Agreement ("IGA") attached hereto as Exhibit "A," and made a part hereof, to provide consolidated dispatch services between the City and the Yavapai-Prescott Indian Tribe and for the City to provide agreed upon supplemental law enforcement services for the Yavapai-Prescott Indian Tribe as required; and

WHEREAS, pursuant to this IGA, the City of Prescott shall provide consolidated dispatch services at the Prescott Regional Public Safety Communication Center (Dispatch Center). These services include all needed on-site personnel, facilities, workspaces, equipment and utilities necessary to fully operate the Dispatch Center. The Prescott Police Department will also provide supplemental law enforcement services to the Yavapai-Prescott Indian Tribe by providing secondary or "backup" response to calls for service on the Yavapai-Prescott Indian Tribe reservation and also primary response if a Tribal Officer is unavailable, as well as specialized law enforcement teams including canine officers and SWAT team response; and

WHEREAS, within thirty (30) days of billing by the City, the Yavapai-Prescott Indian Tribe shall remit on a monthly basis its proportionate Dispatch Center fee payment as determined by a workload division of costs as set forth in the IGA; and

WHEREAS, the Yavapai-Prescott Indian Tribe shall pay a sum of $13,077.54 for supplemental law enforcement services for the first fiscal year that this IGA is in effect; and

WHEREAS, the IGA is effective as of July 1, 2012 and shall be extended until June 30, 2014. After this period, the Agreement will automatically renew for consecutive periods of twenty-four (24) months unless one of the parties provides written notice of its intent to terminate; and

WHEREAS, ARS §§11-951 AND 11-952 authorize "public agencies" such as City of Prescott and Yavapai-Prescott Indian Tribe to enter into intergovernmental agreements to contract for services and facilities.

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 between the City of Prescott and Yavapai-Prescott Indian Tribe attached hereto as Exhibit "A," and made a part hereof.

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 foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2012.

_____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

_____
KIM WEBB, Interim City Clerk

APPROVED AS TO FORM:

_____
G. EUGENE NEIL, Interim City Attorney

INTERGOVERNMENTAL AGREEMENT
JOINT DISPATCH SERVICES AND SUPPLEMENTAL
LAW ENFORCEMENT SERVICES

THIS AGREEMENT, entered into this 14th day of August, 2012, by and between the CITY OF PRESCOTT, a municipal corporation of Arizona ("City"), and the YAVAPAI PRESCOTT INDIAN TRIBE (YPIT), a federally recognized Indian tribe ("Tribe").

WITNESSETH:

WHEREAS, the parties all have implicit authority to operate dispatch facilities for their respective emergency services and to provide law enforcement services for their communities; and

WHEREAS, it is the desire of the parties to provide and receive dispatch services and law enforcement services; and

WHEREAS ARS §11-952 and the Tribe's Articles of Association authorize the parties to jointly exercise any powers common to them and to enter into one (1) or more inter-governmental agreements for cooperative action; and

WHEREAS, the parties have concluded that the most effective means of providing for dispatch services is for the City to serve as lead agency in the operation of dispatch services for the Tribe and have concluded that the City may provide supplemental law enforcement services for the Tribe;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein, the parties hereto agree as follows:

ARTICLE 1. PURPOSE.

The purpose of this Intergovernmental Agreement (IGA) is for the City to provide dispatch services for both the City and the Tribe at the City's dispatch facility and for the City to provide supplemental law enforcement services for the Tribe.

ARTICLE 2. IGA TERM.

A. This IGA is effective as of _____, 2012 (hereinafter referred to as the "Effective Date") and shall be extended until June 30, 2014.

B. Subject to the limitations of Article 5, this IGA shall be effective until June 30, 2014, at which time, as to each party, it will be automatically renewed for consecutive periods of twenty-four months beginning July 1, 2014, unless one of the parties gives written notice to the other parties of its intent to terminate, which notice must be given to the other party no later than ninety (90) days prior to the intended termination date.

ARTICLE 3. PERFORMANCES - CITY.

A. The City shall provide the following services under this IGA:

1. All needed on-site personnel, facilities, work spaces, equipment and utilities needed to operate a dispatch center, known as the Prescott Regional Public Safety Communications Center ("Dispatch Center"), for emergency services (including medical), police and animal control dispatching for the Tribe and the City ("Consolidated Dispatch Services"), as well as provide the necessary training, supervision, compensation, insurance, benefits, licenses, or other requirements for the personnel working out of said Dispatch Center. Any external infrastructure (including but not limited to radio towers, FCC licensing, RF or hardware links to the Dispatch Center, etc.) shall be the responsibility of the Agency which owns, uses or controls such external infrastructure.

2. Remote or local radio base/repeater stations and control stations that are to be connected to the Prescott Regional Public Safety Communications Center's console system must be either a 2-wire or 4-wire circuit and employ either tone or E&M signaling. Direct Current (DC) signaling will not be supported. Line levels shall appear at the console connection point on a 600 ohm balanced line at -10 dBm receive and 0 dBm transmit.

B. Operate the Dispatch Center in compliance with all applicable local, state and federal laws, including but not limited to working conditions, physical accommodations, and security. The City will provide and continue to provide EMD (emergency medical dispatch) protocol, services, and training during the term of this Agreement.

C. Provide separate police dispatch services by separate dispatch personnel so that no individual dispatcher on duty will be responsible for simultaneously providing dispatch services for emergency services (including medical), and police and animal control.

D. Use its best efforts to dispatch manpower and/or apparatus within one (1) minute of receiving a call for police emergency, priority-one traffic. Said dispatch shall be consistent with the dispatch protocol then in effect.

E. Upon reasonable request, provide to the Tribe detailed information regarding personnel services, dispatcher deployment, operating expenditures and administrative services that are proposed to be charged to the Tribe.

F. Upon reasonable request from the Tribe, the City will use its best efforts to provide any non-standard report to the Tribe within ten (10) business days of the initial request.

G. A Reverse 911 (R-911) type of system will be maintained by the Prescott Regional Communications Center and will be available to the Tribe for use during an emergency or for non emergency use with the approval of the Regional Communications Director. All ongoing costs of this service will be paid through the current expenditures portion of this Agreement.

H. The Prescott Police Department shall provide supplemental law enforcement services to the Tribe by providing secondary or "backup" response to calls for service on the YPIT reservation when necessary and primary response when no Tribe Officer(s) is available for primary response. These supplemental law enforcement services shall be provided when the Tribe contacts the Prescott Police Department and requests them. The Prescott Police Department shall also provide specialized law enforcement teams to the Tribe, including dispatching canine officers and a SWAT team when requested. Requests for specialized law enforcement teams shall require approval from the Prescott Police Department Chief of Police or his/her designee; scheduling and use of Prescott Police Department's Firearms Range, and scheduling and use of incinerator for drug disposal as available. The Tribe shall pay to the City of Prescott an amount not to exceed $40,378.00 for dispatch services more fully described in the attached and incorporated Schedule A in any one fiscal year that this IGA is in effect. The payments in the following fiscal years will be reevaluated pursuant to Article 5(A). The Tribe shall pay the City of Prescott an amount not to exceed $13,077.54 for supplemental law enforcement services more specifically described in the attached and incorporated Schedule A in any one fiscal year that this IGA is in effect. The payments in the following fiscal years will be reevaluated pursuant to Article 5(A).

ARTICLE 4. PERFORMANCES - THE TRIBE.

A. The Tribe shall provide the following services under this IGA:

1. Within 30 days of billing by the City, remit to the City, on a monthly basis, its proportionate share, as determined by Article 5, of the actual costs incurred-pursuant to Article 3 above.

2. The Tribe shall establish a phone number separate from that of the Dispatch Center for administrative and non-law enforcement calls, to be answered at the Tribe's facility, and to publish and advertise the same.

B. The Tribe shall enter into an Arizona Interagency Radio System State Plan Memorandum of Understanding with the Arizona Department of Public Safety, within sixty (60) days of the date of executing this IGA.

C. Any new or existing agency must operate in compliance with current FCC requirements.

D. The Tribe must enter into an ACJIS/NCIC Holder of Record Memorandum of agreement and comply with ACJIS/NCIC standards and requirements.

ARTICLE 5. DETERMINATION OF PAYMENTS.

A. It is understood by the parties that the fee payment is based on a workload division of costs as set forth in Schedule A. The Tribe will be billed on a monthly basis for the actual services provided pursuant to Schedule A (said Schedule A being fully incorporated into this Agreement); however, in no event shall the Tribe pay an amount exceeding those figures found in Article 3(H) of this IGA. The net cost for the Tribe shall be divided by the percentage of workload (calls for service) as a percentage of the Dispatch Center's total calls for service. The percentage of workload to determine payments for the current fiscal year shall be recalculated annually based upon the previous calendar year's percentage of workload. Calls for service shall be determined as follows:

1. Police "Call for Service" – Any time there is a response by police personnel based upon a request processed by the Dispatch Center. Any request for service received by the Dispatch Center that is entered into CAD will be documented as a call for Service.

B. Subject to the limitations below, if the Tribe terminates its participation in this Agreement, its obligation for Initial Capital payments, as calculated in Schedule A shall, to the extent permitted by law, include the obligation to pay such amounts over a one-year repayment period, even if the Tribe ceases receiving services from the Dispatch Center. Such remaining payments to be made by the Tribe when it terminates its participation or ceases receiving services from the Dispatch Center shall be determined based on the Tribe's workload of total calls for service for the last full fiscal year that the Tribe participated in this Agreement or received services from the Dispatch Center; this workload of total calls shall remain the same and be used for each year that the Tribe shall continue to make payments.

C. If, in the event the Tribe's actual costs for dispatch services fall below $5000.00 in any given fiscal year that this IGA is in effect, the Tribe's minimum financial obligation due and owing the City shall be at least $5000.00 for any given fiscal year.

ARTICLE 6. DISPOSITION OF PROPERTY.

A. Upon partial or complete termination of this IGA, all property acquired by the City in the operation of the Dispatch Center and used in or affixed to the Dispatch Center will remain the property of and shall be the responsibility of the City. Any equipment or technical material acquired by the Tribe and used primarily outside of the Dispatch Center shall be the property and responsibility of the Tribe that acquired and used said equipment or technical material.

B. The Tribe shall provide, if applicable, the name and phone number of that agency's technical repair specialist.

ARTICLE 7. DISCLOSURE OF INFORMATION.

To the extent permitted by law, the parties, their respective officers, employees, subcontractors, agents and assigns, shall not divulge to third parties any information obtained by them through their respective performances under this IGA. The parties acknowledge and understand that the City of Prescott is subject to Arizona public records law.

ARTICLE 8. LIAISON OFFICERS.

A. The Tribe shall appoint a Liaison Officer to assist the City's Regional Communications Director in coordinating the performances hereunder. In the event of a dispute or other issue between the parties which does not constitute a "default", the same shall be communicated between the Liaison Officer and the City's Regional Communications Director, and they shall mutually attempt to resolve the matter within a reasonable period not to exceed twenty-one (21) days, unless a longer specified period is otherwise mutually agreed to by the parties. Thereafter, the matter shall be referred to the Prescott City Manager for final resolution.

B. The Liaison Officer and the City's Regional Communications Director shall meet as and when needed; provided, however, that the Liaison Officer and the City's Regional Communications Director shall hold an annual meeting in January of each year to discuss operational issues, performance issues, financial issues, Capital Expenditures and any other issues relating to this Agreement.

C. In the event of a need for an unbudgeted Capital Expenditure, the Regional Communications Director and the Liaison Officer shall meet as soon as reasonably practical to mutually determine the actual need for any such Capital Expenditure and due consideration shall be given to the other provisions of this Article. Consideration shall be given to each party's financial needs and budgetary constraints. The parties shall make reasonable efforts to identify, meet, and determine such need prior to the implementation of an actual unbudgeted Capital Expenditure.

D. In the event that the parties contemplate that another agency may become an additional Participating Agency and a party to this Agreement, the Regional Communications Director and the Liaison Officers shall meet as soon as reasonably practical to mutually determine the terms under which such agency may become a Participating Agency and party to this Agreement, subject to the other provisions of this Article.

ARTICLE 9. TIME IS OF THE ESSENCE.

Time is of the essence in this IGA. It is expected that the parties shall diligently and deliberately carry out their respective performances hereunder.

ARTICLE 10. AMENDMENTS.

This IGA may be amended at any time by mutual written agreement of the parties.

ARTICLE 11. INDEMNIFICATION.

A. To the fullest extent permitted by law, the Tribe shall defend, indemnify and hold harmless the City of Prescott, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Tribe, its employees, agents, representatives, officers, directors and officials in performance of this IGA. The Tribe's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death and injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this IGA including any employee of the Tribe or any other person for whose acts, errors, mistakes, omissions, work or services the Tribe may be legally liable. The Tribe's insurance coverage shall in no way limit the scope of indemnity in this paragraph.

B. To the fullest extent permitted by law, the City shall defend, indemnify and hold harmless the Tribe, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorneys' fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the City, its employees, agents, representatives, officers, directors and officials in performance of this IGA. The City's duty to defend, hold harmless and indemnify the Tribe, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death and injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this IGA including any employee of the City or any other person for whose acts, errors, mistakes, omissions, work or services the City may be legally

liable. The City's insurance coverage shall in no way limit the scope of indemnity in this paragraph.

ARTICLE 12. NOTICES.

Any notice by either party to the other shall be considered duly served if delivered in person to the office of the authorized representative listed below, or if deposited in the U.S. mail, properly stamped with required postage, and addressed to the authorized representative listed below. Either party may change its representative or the address thereof giving the other written notice. Unless changed, notices shall be sent to the following:

City:	City Manager City of Prescott 201 S. Cortez Street Prescott, AZ 86302
Copy to:	Police Chief City of Prescott 222 S. Marina Street Prescott, AZ 86303
Tribe:	Ernest Jones, Sr. President, YPIT Board of Directors 530 E. Merritt Prescott, AZ 86301
Copy to:	Police Chief YPIT 530 E. Merritt Prescott, AZ 86301

ARTICLE 13. ACCOUNTING AND AUDITING.

The City shall keep accurate and complete records of its performances hereunder in accordance with Generally Accepted Accounting Practice (GAAP). The Tribe (including its respective auditors) shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices and all other evidence of expenditures for the performances hereunder. Such records shall be kept by the City as required by the Arizona State Library and Public Records, Manual for Records Retention and Disposition for Arizona State Agencies, and the City shall make such records available for the periods they are required to be maintained by the manual.

ARTICLE 14. PERFORMANCE AND DEFAULT.

Should either the Tribe or the City determine that the other party has breached or defaulted in the timely performance of any obligation under this IGA, the aggrieved party shall provide written notice to that effect and the breaching or defaulting party shall have ten (10) calendar days from receipt of notice to cure the breach of default, unless the aggrieved party provides written extension of this cure period.

ARTICLE 15. GOVERNING LAW.

This IGA shall be governed by all applicable laws of the United States of America and the State of Arizona. Nothing contained in this IGA waives the right of the Tribe to object to jurisdiction of the courts of the State of Arizona to adjudicate any disputes arising under this IGA.

ARTICLE 16. ALTERNATIVE DISPUTE RESOLUTION.

Disputes under this IGA are subject to arbitration under the rules, regulations and standards of the American Arbitration Association, with review by the United States District Court for the District of Arizona and all applicable laws governing the federal courts sitting in Arizona.

ARTICLE 17. LEGAL AND EQUITABLE RELIEF.

If the Tribe or the City breaches or defaults in the timely performance of any obligation under this IGA, the party not in default, to the extent permitted by applicable law, shall be entitled to all damages incurred arising from the breach or default; however, it is expressly understood by both parties that attorneys' fees are waived to the fullest extent permitted by any and all applicable laws, whether statutory or common law, rules of court, or rules of arbitration. The parties expressly agree that the rights conferred by this IGA may be enforced through any applicable equitable or legal remedies available under applicable law governing contracts in the federal courts sitting in Arizona.

ARTICLE 18. SAVINGS CLAUSE.

In the event any phrase, clause, sentence, section, Article or other portion of this IGA shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this IGA shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

ARTICLE 19. ENTIRE AGREEMENT.

This IGA constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

ARTICLE 20. CONFLICT OF INTEREST.

This IGA may be canceled without penalty pursuant to ARS §38-511 in the event of a conflict of interest as described therein by any person significantly involved in negotiating this IGA on behalf of the City.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 14th day of August, 2012.

_____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

_____
KIM WEBB
Interim City Clerk

PASSED, APPROVED AND ADOPTED by the Board of Directors of Yavapai Prescott Indian Tribe this _____ day of _____, 2012.

_____
ERNEST JONES, SR., President

ATTEST:

_____
REBECCA DOKA
Secretary/Treasurer

Pursuant to A.R.S. Section 11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Prescott, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Prescott.

G. EUGENE NEIL
Interim City Attorney

Pursuant to the Articles of Association of the YPIT, the foregoing agreement has been reviewed by the undersigned attorney for the YPIT, who has determined that the agreement is in proper form and is within the powers and authority granted under the Articles of Association to the YPIT.

MARK GUNNING
Tribal Attorney

Approved:

For the Bureau of Indian Affairs
Truxton Canon Office

pfs:Prescott Regional Communications Center\PRCC\IGA\Joint Dispatch Center IGA

III. D

COUNCIL AGENDA MEMO – August 14, 2012

DEPARTMENT: Police

AGENDA ITEM: Adoption of Resolution 4145-1305 approving a Memorandum of Understanding between the Yavapai-Prescott Indian Tribe and the Prescott Police Department

Approved By:		Date:
Department Head:	Michael Kabbel, Chief of Police	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell *Craig McConnell*	8-3-12

Item Summary

The Prescott Police Department recommends approval of a Memorandum of Understanding (MOU) with the Yavapai-Prescott Indian Tribe (YPIT). The purpose of this MOU is to establish responsibility and authority for the Prescott Regional Communications Center to enter YPIT records in the Arizona Criminal Justice Information System (ACJIS) and the National Crime Information Center (NCIC) per an approved Holder of Record Agreement (attached).

Background

Upon final approval of an Intergovernmental Agreement, the City will begin providing consolidated dispatch services to the YPIT. As necessary to ensure efficient operation, and pursuant to this MOU, the Prescott Police Department, through the Prescott Regional Communications Center, will be designated as Holder of Records and shall be responsible for entering YPIT records into the ACJIS and NCIC automated systems. Furthermore, the Communications Center shall be responsible for confirming a hit on a record, as well as removing records from file, in accordance with standards and requirements established by both ACJIS and NCIC System Managers. Such an agreement is necessary as YPIT, designated as Owner of Records, does not maintain a 24-hour terminal.

YPIT shall notify the Communications Center immediately when any record is to be cancelled or modified, and provide complete supporting documentation prior to initial record entries being made.

Budget

There will be no financial impact to the City as result of this agreement.

Recommended Action: MOVE to adopt Resolution No. 4145-1305.

RESOLUTION NO. 4145-1305

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PRESCOTT POLICE DEPARTMENT TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH YAVAPAI-PRESCOTT INDIAN TRIBE TO ESTABLISH RESPONSIBILITY AND AUTHORITY FOR THE PRESCOTT REGIONAL COMMUNICATIONS CENTER TO ENTER YAVAPAI-PRESCOTT INDIAN TRIBE RECORDS IN THE ARIZONA CRIMINAL JUSTICE INFORMATION SYSTEM (ACJIS) AND THE NATIONAL CRIME INFORMATION CENTER (NCIC) PER AN APPROVED HOLDER OF RECORD AGREEMENT AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

RECITALS:

WHEREAS, the Prescott Police Department and the Yavapai-Prescott Indian Tribe wish to enter into a Memorandum of Understanding (MOU) to establish responsibility and authority for the Prescott Regional Communications Center to enter Yavapai-Prescott Indian Tribe records in the Arizona Criminal Justice Information System (ACJIS) and the National Crime Information Center (NCIC) per an approved Holder of Record Agreement (attached); and

WHEREAS, pursuant to this MOU, the Prescott Police Department, through the Prescott Regional Communications Center, will be designated as Holder of Records and shall be responsible for entering Yavapai-Prescott Indian Tribe records into the ACJIS and NCIC automated systems. Furthermore, the Communications Center shall be responsible for confirming a hit on a record, as well as removing records from files, in accordance with standards and requirements established by both ACJIS and NCI System Managers; and

WHEREAS, Yavapai-Prescott Indian Tribe shall notify the Communications Center immediately when any record is to be cancelled or modified, and provide complete supporting documentation prior to initial record entries being made; and

WHEREAS, such an agreement is necessary as Yavapai-Prescott Indian Tribe, designated as Owner of Records, does not maintain a 24-hour terminal.

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 Memorandum of Understanding between the Prescott Police Department and the Yavapai-Prescott Indian Tribe, as set forth in Exhibit "A" which is attached and made a part hereof.

Section 2. THAT the Mayor and Staff are hereby authorized to execute the attached Memorandum of Understanding and to take any and all steps deemed necessary to accomplish the above.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this _____ day of _____, 2012.

_____
MARLIN D. KUYKENDALL, Mayor

ATTEST:

_____
KIM WEBB, Interim City Clerk

APPROVED AS TO FORM:

_____
G. EUGENE NEIL, Interim City Attorney

MEMORANDUM
OF AGREEMENT

Whereas City of Prescott and the Yavapai Prescott Indian Tribe entered into an Intergovernmental Agreement for Joint Dispatch Services dates July 1, 2012,

In accordance with Section A of the Holder of Record Agreement between the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) dated July 1, 2012, both parties agree to the following:

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for entering records into the ACJIS and/or NCIC automated systems. Any agency having investigative authority and jurisdiction and having an NCIC-assigned Originating Agency Identifier (ORI) must enter records into NCIC, which meet NCIC criteria, as soon as reasonably possible after minimum information is available.

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for updating all records maintained in the ACJIS and/or NCIC systems in accordance with this Agreement.

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for confirming a hit on a record in accordance with standards and requirements established by the FBI/NCIC and the ACJIS System Manager on behalf of the Arizona Criminal Justice Information System Policy Board.

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall be responsible for removing records from file in accordance with established NCIC and ACJIS standards and requirements.

The Yavapai Prescott Indian Tribe (OWNER OF RECORD) shall notify the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) immediately when any record referred to in this Agreement is to be cancelled/modified in accordance with ACJIS/NCIC standards.

The Yavapai Prescott Indian Tribe (OWNER OF RECORD) shall provide complete supporting documentation to the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) prior to initial record entries being made by the Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD). In the case of warrant entries, the Holder of Record shall maintain original warrants at its location to substantiate all warrant entries.

The Prescott Police Department/Prescott Regional Communications Center (HOLDER OF RECORD) shall validate any record referred to in this Agreement in accordance with ACJIS/NCIC standards and requirements.

Upon execution of this Agreement it becomes a part of the aforementioned Holder of Record Agreement.

PRESCOTT POLICE DEPT HOLDER OF RECORD Agency Name	YAVAPAI PRESCOTT INDIAN TRIBE OWNER OF RECORD Agency Name
BY: _____	BY: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

Determinations of Counsel

In accordance with A.R.S. § 11-952, this Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to the Yavapai Prescott Indian Tribe.

By_____ Date:_____
Mark Gunning, Tribe Attorney, Yavapai Prescott Indian Tribe

In accordance with A.R.S. § 11-952, this Intergovernmental Agreement has been reviewed by the undersigned legal counsel who has determined that this contract is in appropriate form and within the powers and authority granted to the City of Prescott.

By_____ Date:_____
G. Eugene Neil, Interim City Attorney, City of Prescott

(Rev 06/04)

Exhibit A

DISPATCH SERVICES					
Calls for Service\	% of Total	Capital $1.3 Million 6 of 10 Years	Operating Budget Costs $2,393,600	Capital Expenses $100,000	Total FY 2013 Costs
1200	1.6%	$2,080	$38,298	$0	$40,378

SUPPLEMENTAL LAW ENFORCEMENT SERVICES			
SWAT Calls for Service	Canine Calls For Service	Backup / Primary Response	Total FY 2013 Costs
			$13,077.54

Total Contract Costs	$53,455.54

June 13, 2012

III.E

COUNCIL AGENDA MEMO – August 14, 2012
DEPARTMENT: Community Development
AGENDA ITEM: Special Use Permit to allow operation of an Auto Sales business at 543 W. Gurley Street at the southeast corner of West Gurley Street and Park Avenue. The zoning is Business General (BG). Owner: Intermountain Communications; Applicant: Prescott Car Company, Inc. File No. SUP12-001.

Approved By:	**Date:**
Department Head: Tom Guice	
Finance Director:	
City Manager: Craig McConnell *Craig McConnell*	8-2-12

REQUEST:

This request is for a Special Use Permit to conduct Automobile Sales at an existing developed lot in the BG zoning district. The applicant describes the proposed operation as very small with a retail sales component and an associated office.

The Planning and Zoning (P&Z) Commission review of this request considered the site layout, vehicular access, and the type and scale of the business operation proposed. The P&Z Commission noted that this 0.22 acre site is small compared to most other automotive sales businesses in Prescott. The Land Development Code (LDC) does not have a minimum site area requirement, but recommends a minimum of two acres for auto dealerships.

Access to the site is problematic due to the compact nature of the lot. The site currently has three driveways; two on Park Avenue and one on Gurley Street. The driveway on Park Avenue closest to Gurley will be eliminated by the Park Avenue improvement project and the applicant proposes to block it. The proposed site layout indicates a one-way flow of vehicular traffic through the site, entering from Park Avenue and exiting onto Gurley Street.

The site layout provided by the applicant indicates seven spaces for display vehicles, two parking spaces for employees and two parking spaces for customers. Staff advised the P&Z Commission that the parking as proposed will comply with LDC Table 6.2.3. The customer and employee parking spaces will need to be marked on-site.

The LDC requires 10 foot minimum setbacks for displayed vehicles from any street front property lines and 5 foot setbacks from other property lines. The proposed site layout does not meet the street frontage setback requirement. Due to the limited space on the site, the applicant requests a waiver from this setback requirement. The P&Z Commission was aware of the waiver request.

Special Use Review Criteria (Section 9.9.5)
The City Council may approve an application for a Special Use Permit where it reasonably determines that there will be no significant negative impact upon residents

of surrounding property or upon the public. The City Council shall consider the following criteria in its review:

A. Effect on Environment

The location, size, design, and operation characteristics of the proposed use shall not be detrimental to the health, welfare, and safety of the surrounding neighborhood or its occupants, nor be substantially or permanently injurious to neighboring property.

The P&Z Commission found no obvious detriments to health and welfare of the surrounding neighborhood. Safety related to access to and from the site is addressed by the one-way flow of traffic, as proposed.

B. Compatible with Surrounding Area

The proposed site plan, circulation plan, and schematic architectural designs shall be harmonious with the character of the surrounding area with relationship to scale, height, landscaping and screening, lot coverage, and density.

The P&Z Commission found the proposed use to be compatible with the commercial character of the properties in the vicinity.

C. External Impacts Minimized

The proposed use shall not have negative impacts on existing uses in the area and in the City through the creation of noise, glare, fumes, dust, smoke, vibration, fire hazard, or other injurious or noxious impact. The applicant shall provide adequate mitigation responses to these impacts.

The P&Z Commission noted no obvious impacts. Noise was considered, but no outside speaker system is proposed.

D. Infrastructure Impacts Minimized

The proposed use shall not have negative impacts on existing uses in the area and in the City through impacts on public infrastructure such as roads, parking facilities and water and sewer systems, and on public services such as police and fire protection and solid waste collection, and the ability of existing infrastructure and services to provide services adequately.

The P&Z Commission found none.

E. Consistent with General Plan and Code

The proposed use will be consistent with the purposes of this LDC, the General Plan, Area Plans, and any other statutes, ordinances or policies that may be applicable, and

will support rather than interfere with the uses permitted outright in the zone in which it is located.

The zoning of the site and the proposed use are both in conformance with the 2003 General Plan.

F. Parcel Size

The proposed use may be required to have additional land area, in excess of the minimum lot area otherwise required by the underlying zoning district, as necessary to ensure adequate mitigation of impacts on surrounding land uses and the zoning district.

No minimum lot size is required by the LDC.

G. Site Plan

The proposed use shall comply with the procedures and requirements of Sec. 9.8, Site Plan Review.

The proposed site layout is adequate to meet the requirements of LDC Section 9.8.

CONCLUSION AND RECOMMENDATION:

The P&Z Commission recommended by a vote of 5-1 (Commissioner Marshall dissenting) to approve SUP 12-001 to permit an Auto Dealership at the southeast corner of West Gurley Street and Park Avenue, with the following conditions:

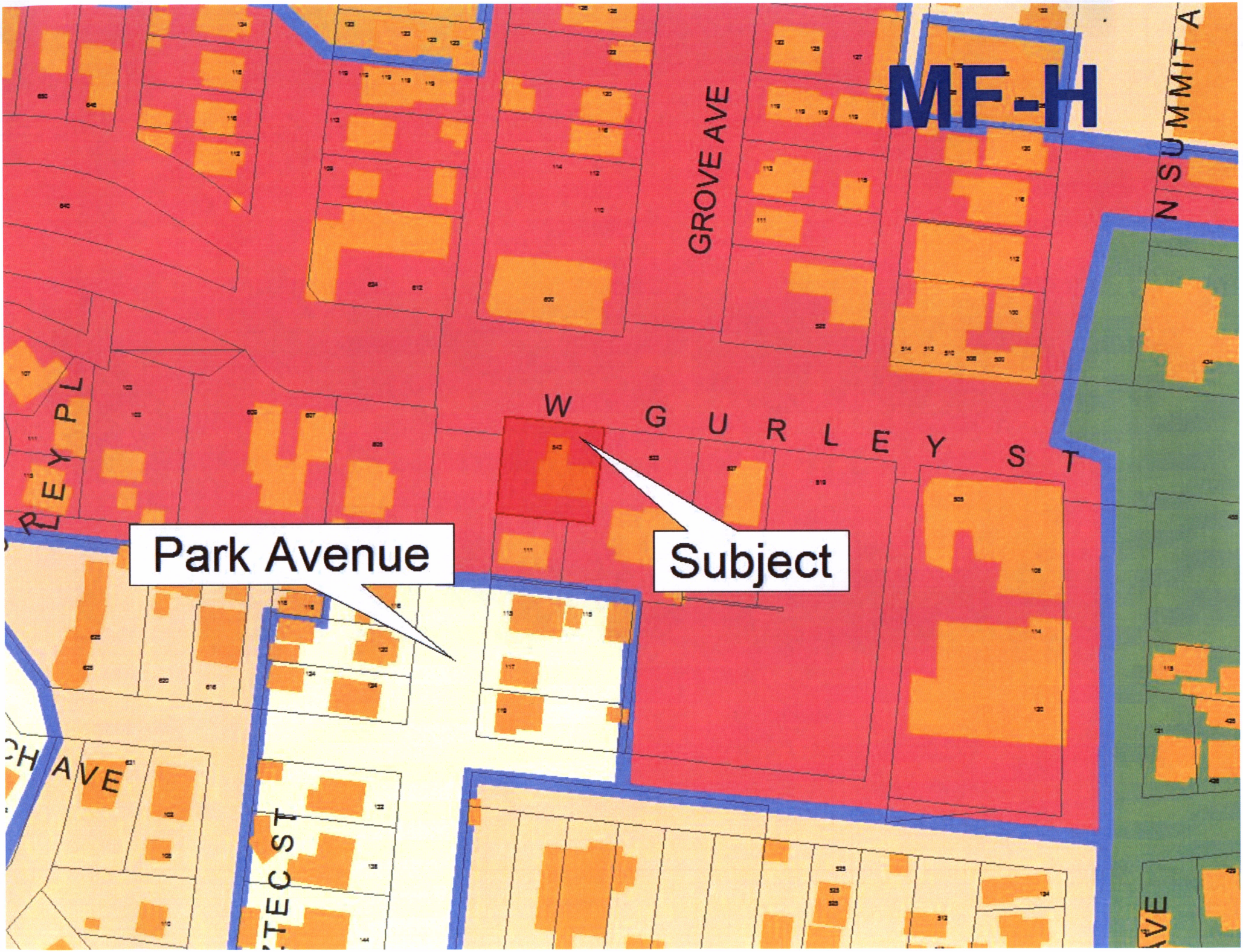
1. Substantial conformance to the revised site plan received on July 3, 2012
2. Hours of operation are limited to 8:00a.m to 8:00p.m
3. All business signage and outside lighting must be turned off from 8:00p.m to 8:00a.m
4. Directional arrows to be painted on the pavement to show the one way flow of traffic
5. A "no exit" sign (facing in) at the Park Avenue driveway
6. Two signs posted at driveway on Gurley Street indicating "Do Not Enter" (facing out) and "Right Turn Only" (facing in) at driveway onto Gurley Street
7. Only low profile vehicles to be parked at the northwest corner of the lot
8. Block the driveway on Park Avenue closest to Gurley Street
9. Add several planter boxes for landscaping at the blocked entrance on Park Avenue
10. Vehicle parking spaces to be marked on the lot
11. Not more than seven motorized vehicles displayed for sale at any one time on the lot

ATTACHMENTS:

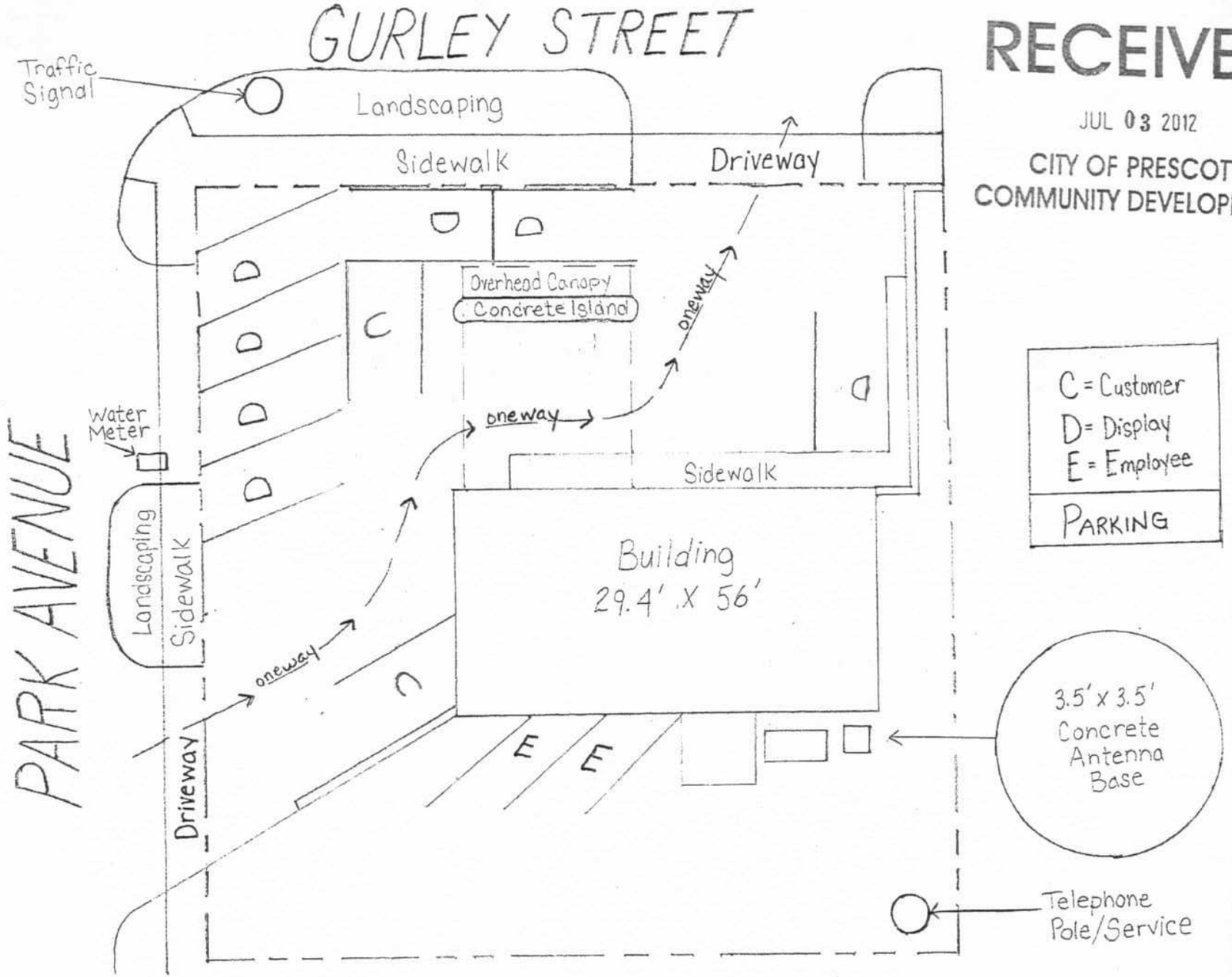
1) Vicinity Map with zoning

2) Site Plan dated July 3, 2012

Recommended Action: MOVE Approve SUP12-001, waiving the ten foot street frontage setback and including the conditions recommended by the P&Z Commission.


MF-H
GROVE AVE
N SUMMIT A
W GURLEY ST
Park Avenue
Subject
CH AVE
TEC ST

RECEIVED
JUL 03 2012
CITY OF PRESCOTT
COMMUNITY DEVELOPMENT



III.F

COUNCIL AGENDA MEMO – August 14, 2012
DEPARTMENT: Office of Tourism
AGENDA ITEM: Approval of Fiscal Year 2013 Transient Occupancy (Bed Tax) allocations

Approved By:		**Date:**
Department Head:	Don Prince	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell *Craig McConnell*	8-2-12

BACKGROUND

The City of Prescott annually budgets and allocates Transient Occupancy Tax ("Bed Tax") funds which are generated by lodging establishments. Prior to 2008 the amount collected was 2% of room revenue. Upon voter approval in 2008 the levy was increased to 3%, with funding specified for "tourism promotion" and "recreation development" purposes.

In the past the Bed Tax budget was prepared primarily by City staff. In July 2010 the City created the new position of Tourism Director, and in January 2011 the Tourism Advisory Committee (TAC) was formed. The TAC is comprised of representatives from key tourism stakeholders including:

Prescott Area Lodging Association
The Prescott Chamber of Commerce
The Prescott Downtown Partnership
The Prescott Area Independents (representing restaurants and bars)
The Prescott Arts & Humanities Council
A representative of Prescott area museums
A representative of the City Parks and Recreation Department
A representative of Prescott Frontier Days (Rodeo)

The Fiscal Year 2013 Budget represents the second year that Tourism Advisory Committee and City representatives have jointly addressed the Bed Tax budget through various meetings extending from March 2012 to date. The Committee meets monthly and provides input and recommendations to the Tourism Director on a variety of tourism related matters. In addition, the Tourism Advisory Committee reviews and provides recommendations regarding event funding proposals received by the Office of Tourism.

In an effort to provide a more consistent message to event producers seeking City sponsorship, a funding request application and review process was established in 2011. This process includes evaluation criteria to guide the applicant and review committee, with the objective of directing Bed Tax funding toward events which promote a positive image of Prescott, increasing overnight visits and associated tourism related revenue.

This year, requests from sixteen (16) organizations were reviewed, and ongoing support was also recommended for the Whiskey Off-Road and Prescott Frontier Days. As part of their review, the TAC sought to balance funding opportunities for start-up and community-oriented events with those that were well-proven tourism drivers. It should be noted that in the past, the City's Fourth of July Celebration at Pioneer Park was funded in part from Bed Tax, but in FY 13 this event is to be supported with General Fund resources.

PROPOSED ALLOCATIONS

The attached "FY 13 Proposed Bed Tax Allocations" table is a hybrid list developed by City staff and the TAC, which addresses specific requests and affords both traditional uses of Bed Tax funds (tourism promotion, support for a variety of non-profit organizations, athletic tournaments promotion and City parks), as well as providing partial support for other City facilities and activities which have a tourism connection, (e.g., the Parking Garage).

As the approving authority, it is the Council's prerogative to make any revisions to the list deemed appropriate. Council approval will confirm allocations to the various events, organizations, and other uses, as applicable, enabling notifications and disbursements of funding to be made.

BUDGET

The FY 13 Transient Occupancy Tax budget of $631,905.00, including an opening cash balance of $72,721.00, was adopted in June 2012, with the overall City budget, as a total (bottom line) figure subject to Council approval of the individual allocations (this Council item).

Attachment – FY13 Proposed Bed Tax Allocations

Recommended Action:

<u>If the attached list of allocations is approved as submitted:</u>

MOVE to approve the Transient Occupancy Tax allocations for FY 2013.

<u>If the attached list of allocations is revised by Council:</u>

MOVE to approve the Transient Occupancy Tax allocations for FY 2013, as amended.

FY 13 Proposed Bed Tax Allocations

	FY 12 Budget	Proposed FY 13 Budget Allocations
Projected Beginning Cash Balance, 7/1	**$ 128,844**	**$ 72,721**
Funding Sources		
Transient Occupancy Tax & Interest	$ 528,124	$ 559,184
Subtotal	**$ 656,968**	**$ 631,905**
Expenditures/Transfers		
Events		
Signature Events		
Whiskey Off Road (per contract)	25,000	27,500
6th Annual Prescott Pow Wow	2,100	3,700
Prescott Film Festival	5,500	3,600
Jazz Summit	5,800	2,900
Outdoor Recreation Festival	-	3,200
Signature Event Sub Total	$ 38,400	$ 40,900
Other Events		
Historic Prescott All Corvette Show	2,200	2,400
32nd Annual Bluegrass Festival	-	1,400
Mile High Brew Fest	-	600
Navajo Rug & Indian Arts Festival	-	2,600
Dancing through Decades @ EOH	-	700
New Year's Eve Boot Drop	-	1,400
Phippen Museum Western Art	-	1,600
Watson Lake Car Show	-	1,400
9th Annual Prescott Highland Games	-	2,100
YMCA Whiskey Row Marathon	-	2,500
Skull Valley Loop Challenge	-	700
Wildlights-Heritage Park Zoological	-	1,300
High Country Rod Run	1,180	-
Event Funding Contingency	18,220	10,400
Other Events, Sub Total	$ 21,600	$ 29,100
Total, all events	**$ 60,000**	**$ 70,000**
Centennial/Best Fest Celebration	$ 35,000	$ -
Rodeo/PFD	$ 20,000	20,000
Courthouse Lighting	$ 30,000	30,000
Sharlot Hall Museum	$ 25,000	25,000
PAAHC - Support for the Arts	$ 25,000	30,000
PDP Contract	$ -	20,000
Athletic Tournaments Promotion	$ 30,000	30,000
Contingency	$ 19,798	64,405
Total, Events and other support	**$ 244,798**	**$ 289,405**
Marketing & Promotion	**234,000**	**250,000**
Recreation Tourism Amenities	**30,000**	**30,000**
Transfer out to Parking Garage	**18,000**	**20,000**
Special Events Overtime	**20,000**	**20,000**
Prescott Creeks Match	**12,500**	**12,500**
Open Space Management	**10,000**	**10,000**
Rodeo Grounds Master Plan	**22,000**	**-**
4th of July Celebration	**60,000**	**General Fund**
Total Expenditures/Transfers	**$ 651,298**	**$ 631,905**
Ending Cash Balance, 6/30	**$ 5,670**	**$ -**

III. G

COUNCIL AGENDA ITEM – August 14, 2012	
DEPARTMENT: City Manager	
AGENDA ITEM: Approval of payment of Yavapai County Water Advisory Committee membership dues for Fiscal Year 2013	

Approved By:		**Date:**
Water Resource Management: Leslie Graser		
City Manager:	Craig McConnell Craig McConnell	8-2-12

Item Summary

Leslie Graser, Water Resource Specialist, will summarize activities of the Yavapai County Water Advisory Committee (WAC), for which the City's membership dues in Fiscal Year 2013 are $42,672.

The City of Prescott is one of fifteen members which include the three Yavapai County Supervisor districts, the nine incorporated cities and towns in the County, the Arizona Department of Water Resources, the Yavapai Apache Nation, and Yavapai-Prescott Indian Tribe. The WAC was established in 1999 as a forum for regional water matters, with a specific charge to review information provided by researchers and scientists, the Verde Watershed Association, the Groundwater Users' Advisory Council of the Prescott Active Management Area, and other water-related organizations or individuals, and report findings and recommendations to the Yavapai County Board of Supervisors. More information regarding WAC meetings and activities can be found at:

http://www.yavapai.us/boards-and-commissions/yavapai-county-water-advisory-committee/

Budget

The dues are calculated on a pro rata basis of countywide population. Funding in the amount of $42,672 has been budgeted in Fiscal Year 2013, and is available in the Water Fund. A 20% reduction in dues has remained in effect since Fiscal Year 2011.

Attachment – Yavapai County invoice dated June 7, 2012

Recommended Action: **MOVE** to approve payment of Fiscal Year 2013 Yavapai County Water Advisory Committee membership dues in the amount of $42,672.

Yavapai County Finance Department
1015 Fair Street, Room 221
Prescott, Arizona 86305
(928) 771-3238

BILL TO

Attn: ~~Jim Holt~~ Leslie Graser
City of Prescott
P.O. Box 2059
Prescott, AZ 86302

Invoice

DATE	INVOICE #
6/7/2012	5226

DESCRIPTION	AMOUNT
Water Advisory Commission Billing for Fiscal Year 2012/2013	42,672.00
Total	$42,672.00

V-585

RECEIVED
JUN 11 2012
CITY OF PRESCOTT
PUBLIC WORKS

III.H

COUNCIL AGENDA ITEM – August 14, 2012
DEPARTMENT: City Manager
AGENDA ITEM: Approval of payment of Upper Verde River Watershed Protection Coalition membership dues for Fiscal Year 2013

Approved By:		**Date:**
Water Resource Management: Leslie Graser		
City Manager:	Craig McConnell Craig McConnell	8-2-12

Item Summary

Leslie Graser, Water Resource Specialist, will summarize the Upper Verde River Watershed Protection Coalition Fiscal Year 2013 work program, for which the City's membership dues are $52,000.

The City of Prescott, Town of Chino Valley, Town of Prescott Valley, Yavapai County, and Yavapai-Prescott Indian Tribe comprise the Coalition, established in 2006 and whose purpose is to work together to protect the Upper Verde River. The entities are committed to balancing the reasonable water needs of the residents of the Upper Verde River Watershed Area with the protection of the base flow of the Upper Verde River to the maximum possible extent, and achieving safe-yield within the Prescott Active Management Area.

Budget

Funding for the dues in the amount of $52,000 has been budgeted in Fiscal Year 2013, and is available in the Water Fund. A 20% reduction in dues has remained in effect since Fiscal Year 2011. The dues, calculated on the basis of pro rata population within the watershed, are payable through the Town of Prescott Valley, fiscal agent for the Coalition.

Attachment – Prescott Valley invoice dated June 14, 2012

Recommended Action: MOVE to approve payment of Fiscal Year 2013 Upper Verde River Watershed Protection Coalition membership dues in the amount of $52,000.

INVOICE

Town of Prescott Valley
ATTN: Accounts Receivable
7501 E. Civic Circle
Prescott Valley, AZ 86314
928-759-3008

Invoice Number: 115

Invoice Date: 6/14/12

To: CITY OF PRESCOTT
ATTN: CITY MANAGER
201 S CORTEZ ST
PRESCOTT, AZ 86303

0

Federal ID Number 86-0356435

Customer ID	Payment Terms	Due Date
10	NET 30 DAYS	7/16/12

Quantity	Description	Unit Price	Extension
1.00	UPPER VERDE RIVER WATER-SHED PROTECTION COALITION	52,000.00	52,000.00
		Total Due:	$52,000.00

Please detach and send this stub with remittance

Invoice Number: 1150 Invoice Date: 6/14/12 Due Date: 7/16/12

Customer ID 10

Cust Name CITY OF PRESCOTT

MAKE CHECKS PAYABLE TO:

TOWN OF PRESCOTT VALLEY
ATTN: ACCOUNTS RECEIVABLE
7501 E. CIVIC CIRCLE
PRESCOTT VALLEY, AZ 86314

PLEASE REMIT:

$52,000.00

ARINVPV

III.I

COUNCIL AGENDA MEMO – August 14, 2012
DEPARTMENT: City Manager
AGENDA ITEM: League of Arizona Cities and Towns resolutions

Approved By:		**Date:**
Deputy City Manager:	Alison Zelms	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell *Craig McConnell*	8-2-12

Item Summary

This item is to determine the Council's support or opposition to the recommendations of the League Subcommittee with respect to proposed resolutions developed by the organization and its members.

Background

The League of Arizona Cities and Towns conducts an annual process for the development, consideration, and approval of resolutions on topics of interest to comprise a part of its Municipal Policy Statement. The Statement is subsequently provided to legislators to inform them of important municipal issues and seek their support for the goals, policies, and actions set forth by the various resolutions.

These resolutions are drafted by the League and its members, then reviewed and placed in three categories by a Subcommittee convened prior to the annual conference in August: (1) Recommend for adoption; (2) Recommend with amendments; (3) and Recommend for adoption as a Significant Municipal Issue. At the conference, a Resolutions Committee representing the League membership acts upon the recommendations.

To simplify formulation of the City's position on each of the resolutions, it is suggested that the Council as a whole discuss any policy differences with the Subcommittee recommendations. For each resolution either not acceptable in the form presented by the Subcommittee or for which the Council otherwise disagrees with the Subcommittee recommendations, by majority vote the Council can indicate its position accompanied by direction to communicate the same to the Resolutions Committee at the conference.

Attachments - Recommendations of the Resolutions Subcommittee
- Text of each proposed resolution

Agenda Item: League of Arizona Cities and Towns resolutions

Recommended Action:

MOVE to approve the recommendations of the League of Arizona Cities and Towns Resolutions Subcommittee to be communicated to the Resolutions Committee at the 2012 Annual Conference.

OR

MOVE to approve the recommendations of the League of Arizona Cities and Towns Resolutions Subcommittee with the following exceptions to be communicated to the Resolutions Committee at the 2012 Annual Conference:

Category (1) - Recommended by Subcommittee for Approval

The City of Prescott does not support the following resolutions as written: (numbers to be specified, if any).

Category (2) - Recommended by Subcommittee for Approval with Amendments

The City of Prescott does not support the following resolutions with amendments as written: (numbers to be specified, if any).

Category (3) - Recommended by Subcommittee as Significant Municipal Issue

The City of Prescott does not support the following resolutions as written: (numbers to be specified, if any).

League of Arizona Cities & Towns

Revised Summary of Resolution Subcommittee Meeting Recommendations

No.	Summary	Sponsor	Co-Sponsor	Subcommittee Recommendation
1	Keep local funding formulas intact.(A merger of original resolutions 1 and 11.)	Bullhead City	Kingman, Lake Havasu City	**Recommend with Amendments**
2	Support economic development tools. (A merger of original Resolutions 2 and 3.)	Yuma	Bullhead City, Sierra Vista	**Recommend with Amendments**
3	Credit for excess solar generation.	Sedona	Flagstaff, Clarkdale, Kingman	**Significant Municipal Issue**
4	Alternative Delivery Methods.	Sedona	Camp Verde, Clarkdale	**Recommend for Adoption**
5	Alternative Contribution Rate (ACR)/Arizona State Retirement System (ASRS).	Queen Creek	Apache Junction, Kingman	**Recommend for Adoption**
6	Public record requests.	Yuma	Oro Valley, Apache Junction, Bullhead City	**Significant Municipal Issue**
7	Housing development areas/population threshold.	Sedona	Clarkdale	**Significant Municipal Issue**
8	Greater flexibility in annexing county islands.	Marana	Sierra Vista, Oro Valley, Tucson	**Recommend for Adoption**
9	Partner with cities and towns for the operation and maintenance of Arizona State Parks.	Yuma	Oro Valley, Camp Verde, Kingman, Bullhead City	**Significant Municipal Issue**
10	Allow an incorporated city or town and a county within the unincorporated areas of the county to regulate the sale and use of permissible consumer fireworks.	Prescott	Prescott Valley, Chino Valley, Camp Verde, Clarkdale, Sedona.	**Recommend for Adoption**
11	Improve forest health and reduce wildfire threats.	Flagstaff	Sedona, Scottsdale, Sierra Vista	**Recommend for Adoption**
12	Reduce the shortage of physicians.	Sierra Vista	Bisbee, Yuma, Marana, Douglas, Flagstaff, Clarkdale	**Significant Municipal Issue**
13	Resources to improve Arizona's ports of entry with Mexico and related infrastructure.	Sierra Vista	Douglas, Bisbee	**Recommend for Adoption**

14	Support the long-term retention of Arizona's military installations.	Sierra Vista	Bisbee, Peoria, Yuma, Marana, Flagstaff, Clarkdale	**Recommend for Adoption**
15	Restrict trucks to the two right-most lanes.	Apache Junction	Douglas	**Significant Municipal Issue**
16	Criminal damage by graffiti/restitution.	Yuma	Sierra Vista	**Recommend with Amendments**
17	Amend §42-5010, as enacted in SB1442 last session, so that the recapture of construction sales tax to be used for funding infrastructure projects is made after the distribution of state shared revenues.	Chandler	Peoria	**Recommend for Adoption**

League Staff Recommendations

No.	Summary	Subcommittee Recommendation
1	Statutory fixes to HB2826, consolidated elections dates; political subdivision.	**Recommend for Adoption**
2	Support regulatory reform.	**Recommend for Adoption**
3	Oppose unfunded mandates and preserves local authority.	**Recommend for Adoption**

Key to Subcommittee Recommendations

Recommend for Adoption – Becomes a part of the Municipal Policy Statement, and will help guide legislative activity in the coming session.

Recommend with Amendments - Becomes a part of the Municipal Policy Statement, and will help guide legislative activity in the coming session, but needed amending for either content or technical reasons.

Significant Municipal Issue – Although an important concept to cities and towns, does not quite rise to the level of legislative activity. League staff may address the issue with state agencies and/or other stakeholders.

Not Recommended for Passage – The resolution may be too confined to one community, be on its face contrary to core principles, or not in line with current agreements with other stakeholders.

Staff Recommendations – Resolutions submitted by League staff.

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League of Arizona Cities and Towns

2013 *Proposed* RESOLUTIONS

To be reviewed
By the Resolutions Committee
On August 28, 2012

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Resolution #1

The cities and towns of Arizona request that the Arizona Legislature demonstrate its commitment for fiscal accountability and economic development by enacting a budget that does not interfere with existing statutory formulas for the distribution of funds to local governments as well as restores funding to programs that aid local government with infrastructure and job creation. The Legislature is especially urged to discontinue diversions of Highway User Revenue Fund monies to fund the operations of state agencies.

Submitted by: Bullhead City, City of Kingman, Lake Havasu City, Yuma, Apache Junction, Sierra Vista

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A. Purpose and Effect of Resolution

The purpose of the resolution is to assert that the League and its members believe in fiscal accountability; money collected and designated for a specific purpose should be used for that purpose. The effect of the resolution will be to restore proper funding streams, resulting in increased funding for an array of projects. Specifically, the Highway User Revenue Fund (HURF), State Lake Improvement Fund (SLIF), Statewide Transportation Acceleration Needs (STAN) account, the Heritage Fund, and Local Transportation Assistance Fund (LTAF) are all areas where funds have been swept, diverted or eliminated. This resolution seeks to return those programs to a fully funded status.

With respect to HURF, funding sources include fuel taxes, motor carrier fees, vehicle license taxes and motor vehicle registration fees. Statutes provide a method of distributing these funds among the state, counties, and cities for the purpose of construction, improvements and maintenance of streets and roadways within their jurisdictions. The State has swept portions of these revenues for several years, mainly to support DPS. These sweeps affect every municipality and county in the state. Delayed maintenance on streets has caused many streets to now need total replacement, at a much greater cost. Arizona is no longer a place for new commerce and industry to locate because of the poor condition of transportation infrastructure.

In addition to the direct impact on cities' streets and roadways, this slowdown and halt of street construction and maintenance has cost jobs. The Arizona chapter of the Associated General Contractors estimated in 2011 that an estimated 42,000 jobs have been lost due to the lack of highway construction. This loss has had a negative impact on the economic viability of the State.

B. Relevance to Municipal Policy

Municipalities rely on items like HURF, LTAF, SLIF and Heritage funds to help bear the costs of local projects that provide both local and statewide benefits. Every municipality will benefit if funds like HURF, LTAF, SLIF and Heritage funds are allowed to distribute monies as specified in state law.

With regard to HURF, the longer the attention to street maintenance is neglected, the more costly it becomes to bring streets up to even average condition. Many Arizona counties, cities, and towns experience a significant rise in population during the winter months. The declining street infrastructure negatively affects the state's tourism industry and makes other warm states more attractive to these visitors.

C. Fiscal Impact to Cities and Towns

The current diversion of HURF annually costs cities and towns $36.5 million. A restoration of LTAF would provide millions in funding to municipalities outside of "Area A."

D. Fiscal Impact to the State

Generally there will be a negative impact to the state only to the extent that funds are not currently being distributed according to statutory formulas and are instead being diverted to the state general fund.

E. Contact Information

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Name: Connie Scoggins	Title: Assistant City Attorney
Phone: 928-373-5055	Email: Connie.scoggins@yumaaz.gov

Resolution #2

Urges the Legislature to support economic development of cities and counties, and to increase access to new tools, such as the formation of Revenue Allocation Districts, which allow cities and towns to invest future revenue in economic development projects.

Submitted by: City of Yuma, Lake Havasu City, City of Sierra Vista, City of Kingman, City of Bullhead City

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A. Purpose and Effect of Resolution

The purpose of this resolution is to encourage greater economic development through collaborative partnerships between cities, counties and the state. By working together, a synergy can be formed that will increase the effectiveness beyond the sum of each working individually. It is important that economic development continue to be a goal for the League and partnerships will help achieve that goal.

Large-scale economic development projects are a tremendous catalyst for job creation and economic growth in Arizona cities and towns. However, in today's financial environment, financing the upfront costs of large projects, which often include substantial public components, can often be difficult, if not daunting. Creating a Revenue Allocation District may help solve this dilemma by allowing anticipated revenues from a completed project to be used to finance key components of the project itself.

For example, if Lake Havasu City wanted to encourage redevelopment of the English Village area around the London Bridge, the city could form a Revenue Allocation District around the area. The dollar amount of TPT and property tax collected from within the English Village district would be established as the base on the date that district was formed. In future years, any increase in either of these revenue streams above the established base could be used by the district to fund public improvements within the district. Most importantly, the district would have the authority to issue bonds to help finance the project and those bonds would be repaid by new revenue generated within that district.

B. Relevance to Municipal Policy

Cities and towns drive the economy. Joint economic development efforts will strengthen the ability of all to accomplish the common goal of improving our economy. Revenue Allocation Districts would give cities another option for supporting economic development projects.

C. Fiscal Impact to Cities and Towns

By partnering, a greater economic effect is possible for all entities involved. Partnering for economic development will bring jobs, reduce unemployment, and provide new revenues for cities, counties and the state. Supporting local governments' efforts to bring business to Arizona

would allow both the state and local governments to experience increased employment and tax revenues.

Revenue Allocation Districts capture only the city portion of new revenue that is generated as a result of a project being built. Other taxing jurisdictions such as schools and community colleges would not be affected. Municipal taxpayers located outside the district would also be held harmless.

D. Fiscal Impact to the State

State programs are critical in the effort to attract new business to Arizona and to assist local businesses considering expansion in Arizona versus another state. By creating and funding economic development programs to support local governmental efforts' to bring business to Arizona, both the state and local governments would experience increased employment and tax revenues. Encouraging and supporting economic development partnerships between cities and counties to bring business into the state can increase revenues to the State.

No state funds would be involved in the funding of Revenue Allocation Districts because the district pertains only to the city portion of the TPT and property tax. However, the state would receive increased income tax collections from the new employees that work within the district as well as increased corporate income tax receipts from the companies that move into the district.

E. Contact Information

Name: Connie Scoggins	Title: Assistant City Attorney
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Name: Charlie Cassens	Title: City Manager, Lake Havasu City
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Resolution #3

Allow municipalities to receive credit for excess solar generation beyond that needed at publicly owned sites where the solar generation may occur, and apply that credit to power consumption at other city, town, or county sites/facilities.

Submitted by: City of Sedona, City of Flagstaff, Town of Clarkdale, City of Kingman

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A. Purpose and Effect of Resolution

This will clearly provide a basis for use of solar generated power to generate power more nearly commensurate with an agency's total power consumption where the area to do so exists. This is consistent with increasing the use of alternative energy sources within the State in a sustainable way.

B. Relevance to Municipal Policy

The reduction of municipal costs can often be secured through allowing development of alternative energy facilities on municipal properties. Currently the amount of energy that can be developed for municipal use at beneficial pricing is limited to that which can be used at the facility where the energy is being generated. This means that development of more energy is discouraged, even though the municipality has energy demands at locations where it may not be possible to place an energy generation facility. This resolution, by allowing the power generated at one location to be credited for other municipal locations, encourages efficient development of alternative energy sources on a municipal scale, which is likely to be more economic for the benefit received.

C. Fiscal Impact to Cities and Towns

Cities may be able to more economically develop alternative energy sources.

D. Fiscal Impact to the State

None is anticipated.

E. Contact Information

Name: Charles Mosley	Title: Public Works Director/City Engineer
Phone: 928-204-7132	Email: cmosley@SedonaAZ.gov

Resolution #4

Request that A.R.S. 34-603 C1e, concerning the use of the procurement or final list for qualification based selection processes; allow the use of such final list until a contract for construction is entered into. The Agent may pursue negotiations for pre-construction services with other persons on the list provided that the agent shall not in that procurement recommence negotiations or enter into a contract for the construction or professional services covered by the final list with any person or firm on the final list with whom the agent has terminated negotiations.

Submitted by: City of Sedona, Town of Camp Verde, Town of Clarkdale

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A. Purpose and Effect of Resolution

In 2010 section 34-603 C1e was added to A.R.S regarding procurement of construction services using non-bid methods (alternative procurement). The impact of this addition was to require agents to restart the alternative procurement process or bid construction projects in the event that a construction price could not be negotiated. The impact of the proposed change is to allow the agent to utilize another person or firm on the list in the event that a construction price could not be negotiated with the initially selected party. The resolution prohibits reopening negotiations with a party if they have been terminated. Only one party may be negotiated with at a time.

The current law prohibits an option that had been previously allowed, due to silence of prior legislation. The restriction imposed by the current legislation places the agent at the mercy of a contractor late into the project development process when the construction price is being negotiated. The contractor may insist on unreasonably high negotiated price. In this case the agent is forced to bid the project, or restart the procurement process, or accept the high price. Bidding the project may not be desirable when project familiarity is important to an agent in pursuing construction of a project (for instance business area improvement projects), and may result in loss of the ability to contain construction claims. Restarting the procurement procedure may unreasonably delay the project. Accepting the high price is a disservice to the public.

The City of Sedona was able in 2009 to construct a project by using the second low proposer when it could not obtain a satisfactory price from the first ranked proposer. This allowed the project to successfully continue to construction, using the benefits of the Construction-Manager-at-Risk approach. The first ranked proposer's price was well above the engineer's estimated price, while the second was much more in line. The project was successfully completed, with return of some unneeded funds.

B. Relevance to Municipal Policy

Alternative Delivery Methods have benefits beyond costs, however, when the process allows a contractor to attempt to push an agent to reject excessive costs, at the risk of losing these benefits

for the project, the public is placed at an unfair disadvantage. Modifying the process to give the agent the option to continue with the Alternative Delivery Method without excessive loss of time due to starting the procurement over again, or other disadvantages seems to be in keeping with allowing the use of Alternative Delivery Methods in the first place. As a matter of public policy it does not seem that qualification based selection processes should reduce incentives for unfair pricing. The public policy concern regarding bid-shopping is dealt with by the allowing negotiations with only one proposer at a time, and prohibiting reopening closed negotiations.

C. Fiscal Impact to Cities and Towns

Cities would be more assured of being able to secure realistic pricing using Alternative Delivery Methods, from the initially selected proposer, while maintaining the benefits on appropriate projects of using these delivery methods.

D. Fiscal Impact to the State

None anticipated

E. Contact Information

Name: Charles Mosley	Title: Public Works Director/City Engineer
Phone: 928-204-7132	Email: cmosley@sedonaaz.gov

Resolution #5

Amend the Arizona State Statutes to require the Alternative Contribution Rate (ACR) paid by employers to the Arizona State Retirement System (ASRS) for employees who retire from an employer participating in ASRS and later return to work for an employer participating in ASRS to be applicable only to employees hired after July 1, 2011. This essentially holds employers harmless for hiring decisions made prior to the passage of pension reform legislation in 2011. For hires made after July 2011, employers knew that they would be responsible for paying the ACR for employees who met the criteria.

Submitted by: Town of Queen Creek, City of Apache Junction, City of Kingman

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A. Purpose and Effect of Resolution

In 2011 the Arizona State Legislature passed a comprehensive pension reform package that included the establishment of an Alternative Contribution Rate (ACR). The ACR is to be paid by employees who retire from an employer participating in the Arizona State Retirement System (ASRS) and later return to work for an employer participating in ASRS. The employer is responsible for paying the ACR. As the law was passed the ACR is to be paid for employees hired both before and after the passage of the legislation. This resolution would amend Arizona State Statutes to require the ACR paid to ASRS be applicable only to employees hired after July 1, 2011. This essentially holds employers harmless for hiring decisions made prior to the passage of pension reform legislation in 2011. For hires made after July 2011, employers knew that they would be responsible for paying the ACR for employees who met the criteria.

B. Relevance to Municipal Policy

This is relevant to municipal policy because it impacts local hiring decisions as well as municipal budgets. Many smaller cities and towns have difficulty attracting experienced applicants to fill senior positions within their organizations. Often times budget limitations prevent small cities from being able to offer competitive salary packages. The solution for many cities and towns is to hire individuals who have retired from other communities. This allows the municipality to hire an experienced individual at a salary the municipality can afford. The pension reform package passed by the Arizona State Legislature in 2011 now requires municipalities to pay an ACR to ASRS for these types of employees. This is not an expense that municipalities anticipated for employees hired before 2011. The proposed resolution does not oppose the concept of the ACR, but does make it applicable only to employees hired after July 2011. This insures that municipalities have the opportunity to be informed about the costs associated with hiring individual before making that hiring decision and holding cities and towns harmless for hiring decisions made prior to 2011.

C. Fiscal Impact to Cities and Towns

The anticipated positive fiscal impact to cities and towns is $250,000. The total amount of ACR paid by cities and towns statewide for employees hired before July 1, 2011 is unknown. For the Town of Queen Creek if this legislation is signed into law, it will translate to an annual savings of $20,000.

D. Fiscal Impact to the State

The estimated positive impact to the State of Arizona budget is $2 million dollars because the State and other ASRS employers will not have to pay the ACR for applicable employees. There is a potential negative actuarial impact to ASRS, but the impact is unknown without further fiscal analysis from the system. This legislation would not impact ASRS's ability to collect the ACR for all hires made after July 2011.

E. Contact Information

Name: Bruce Gardner	Title: Workforce and Technology Director
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Resolution #6

Urges the Legislature to amend A.R.S. § 39-121.01 to place reasonable limitations on requests for public records that are overbroad or abusive. Such limitations may include the scope of requests, the time period covered in a request, and the number of requests from a single individual during a specified time period and allowing charges for requests that exceed statutorily established limitations.

Submitted by: City of Yuma, Town of Oro Valley, City of Apache Junction, City of Bullhead City

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A. Purpose and Effect of Resolution

This Resolution seeks amendments to public records laws to discourage overbroad and abusive requests for public records.

Municipalities receive and process thousands of requests for public records each year. Most of these requests are reasonable, coming from persons who may or may not make other requests but whom seek specific and limited information or specific requests from the media. Other requests require preparation of voluminous amounts of documents or materials and substantial amounts of staff time in multiple departments to locate, review, and prepare the documents for review and/or copying.

But other requests are overbroad, such as requests for "All documents, e-mail, memoranda, etc. pertaining to the city action ……." These documents can cover many years, require production of hundreds or thousands of documents, and involve research and review by several City departments.

Municipalities also receive and process numerous requests for public records from only a few individuals. For example, in Yuma, one individual is responsible for the following statistics:

Year	Number of requests
2008	114
2009	120
2010	85
2011	155

These requests, some of which require locating massive amounts of documents from across city departments in different locations, have a significant impact on city resources. Such requests from one or two individuals require a disproportionate amount of city-wide staff time to locate, review, and prepare the records for examination. Oftentimes, a requestor may never review the documents after being notified they are ready for inspection. As an example, Yuma has received 46 requests in 44 business days from a single individual, including nine filed in one day, while

25 filled requests waited to be reviewed. These overbroad and abusive requests by a few individuals abuse the rights and privileges these laws were enacted to protect.

Amending Title 39 to give municipalities authorization in certain instances to restrict the number or frequency of requests made by a single individual and to limit certain requests such as those with a broad scope or that cover an extensive time period will allow cities to both comply with spirit and intent of public records laws while discouraging overbroad and abusive requests.

B. Relevance to Municipal Policy

Transparency is an essential component of a responsive representative government. Cities endeavor at all times to be open, accessible and responsive to their citizens. Making records available for inspection by the public and the media is important to maintaining transparency and trust in government. Most citizens and the media are conscientious and purposeful in their requests. However, requests by a few individuals which are overbroad or abusive and require disproportionate amounts of city-wide staff time do not further the goal of transparency.

C. Fiscal Impact to Cities and Towns

Cities will still respond to public records requests in the spirit of transparency and openness in government. Allowing cities some relief from abusive public records requests or to identify potentially abusive practices will free staff to perform other governmental functions.

D. Fiscal Impact to the State

There will be no fiscal impact to the State. However an amendment could include public records requests of the State, which will result in savings.

E. Contact Information

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Resolution #7

This resolution requests that ARS 9-441.01 be amended to exempt cities and towns of less than a certain population from requiring that the local governing body adopt a resolution declaring specific portions of the jurisdiction a "housing development area," for the purpose of assisting with the acquisition, construction or rehabilitation of housing.

Submitted by: City of Sedona, Town of Clarkdale

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A. Purpose and Effect of Resolution

Per ARS 9-441.01 it is a valid public purpose of municipalities to assist in providing for the acquisition, construction or rehabilitation of housing and other facilities necessary or incidental to the housing and primarily for the use of those residing in the housing, in areas that are declared by the municipality to be housing development areas.

ARS 9-441.01 also requires that before exercising any of the powers conferred on municipalities by this article, and before any public moneys can be spent, the local governing body must adopt a resolution finding that a shortage of housing, or a certain type of housing, exists in a certain area of the municipality. These areas must be declared to be "housing development areas," thereby designating those areas as areas where assisting in the development of housing is in the interests of the public health, safety, morals or welfare of the residents. The resolution must also establish specific boundaries depicting what constitutes the housing development area.

The resolution requests a change to ARS 9-441.01 to exempt cities and towns of less than a certain population from having to designate certain areas as housing development areas. In small cities or towns, such a designation of an entire area of the city for housing development is impractical. Often, small municipalities merely want to develop or improve individual parcels or lots throughout the city in order to provide better overall housing.

B. Relevance to Municipal Policy

While it is critical to engage the citizens of the community in any planning around housing development or redevelopment, the requirement to adopt a map depicting an entire area as a "housing development area" could create an inaccurate impression that the city or town intends to undergo large-scale housing development projects throughout such an area. Given the concerns and stigmatization that arise as a result of following the public process to adopt such areas, this requirement may mislead residents and/or derail a process which is intended to assist the city or town with limited housing needs that are dispersed throughout the entirety of a small community. The locality should be allowed to determine what methods of citizen participation and engagement would be appropriate for that community and for those areas in which housing development was deemed necessary.

C. Fiscal Impact to Cities and Towns

N/A.

D. Fiscal Impact to the State

N/A

E. Contact Information

Name: Nicholas Gioello
Title: Assistant to the City Manager
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Email: NGioello@sedonaaz.gov

Resolution #8

Urges the Governor and the State Legislature to develop and pass legislation that allows greater flexibility in annexing county islands.

Submitted by: Marana, Sierra Vista, Oro Valley, Tucson

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A. Purpose and Effect of Resolution

Over the past 30 years, the State Legislature has made changes in annexation law in response to actions by local governments that have unintended, and often negative, consequences. In 1980, the Legislature disallowed "strip" annexation by communities wanting to annex only highly lucrative commercial properties. That same legislation also changed the law further to disallow the creation of county islands, recognizing that having such islands completely surrounded by an incorporated city of town is not good public policy. Other steps have been taken within state law to improve the process, but more are needed.

Although new county islands can no longer be created, unfortunately a number of cities and towns in Arizona still have such areas within their incorporated limits. The islands are governed by the laws of their respective county, which is a branch of local government largely designed to provide rural services and a one size fits all approach to planning and growth management. Depending on the individual county/city, disparities between county and city regulations may exist, and in many cases, these services and/or enforcement differences are taking place literally across the street from areas with the same density and neighborhood type.

It is time to allow a city or town more flexibility to extend urban services to these islands. This could include: allowing a city to shrink an island annexation area once the process has started if there is not enough interest to proceed with the entire area; removing the tie to assessed valuation in the process; allowing property owners with multiple properties within an annexation area to have a vote for each property; requiring property owners to sign a petition to opt out of a county island annexation rather than opt in, to address those areas with high out-of-town owners; or any combination of these methods. The ideas would be discussed with legislators to determine the most viable.

B. Relevance to Municipal Policy

Consistent service delivery to a community's residents insures that all areas of a city or town are appropriately managed. Counties, by design, are funded to provide a rural level of service. But such a service level within the middle of an urban area can, and has, led to problems that bleed over into incorporated cities.

C. Fiscal Impact to Cities and Towns

If legislation moves forward that allows greater flexibility in annexing county islands, it would be up to cities and towns themselves to determine timing on annexing these areas if they choose. Those communities that choose to move forward will need to extend their services to newly annexed areas. Those costs would be different for each community. But nothing in the legislation should require a city or town to annex county islands if they feel they cannot provide services. It should be noted that counties currently providing services to these islands, if annexed, would save money not doing so in the future.

D. Fiscal Impact to the State

There is no fiscal impact to the state when it comes to which local government provides local services. Minor adjustments in state-shared revenues would be made based on population changes, but it would be a reshuffling of the total allocation, not an increase in state revenues to local government. Eliminating barriers to annexation would also encourage economic development that would ultimately result in increased revenue to the state.

E. Contact Information

Name: Del Post, Marana	Title: Deputy Town Manager
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Resolution #9

Urges the Legislature to partner with cities and towns for the operation and maintenance of Arizona State Parks (ASP) under long term leases, for a nominal amount, and to participate financially by providing for a dedicated funding mechanism to share a portion of the costs.

Submitted by: City of Yuma, Town of Oro Valley, Town of Camp Verde, City of Kingman, City of Bullhead City

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A. Purpose and Effect of Resolution

When the State became unable to continue full support of its parks, local governments and non-profit groups in Arizona stepped up to the plate and entered into short term agreements to operate and maintain the parks in or near their jurisdictions (Alamo Lake, Boyce Thompson Arboretum, Fort Verde, Homolovi, Jerome, Lost Dutchman, Lyman Lake, McFarland, Picacho Peak, Red Rock, Riordan Mansion, Roper Lake, Tombstone Courthouse, Tonto Natural Bridge, Tubac Presidio, Yuma Prison, Yuma Quartermaster Depot) so Arizona residents and visitors alike could continue to enjoy the rich recreational experiences that state parks provide. This arrangement has proven to be successful. This resolution asks the State to continue and to expand this partnership with local jurisdictions on a long term basis.

Making the current partnerships sustainable in the long-term and increasing the number of partnerships will make the entire park system more viable over time. Further utilization of partnerships (non-profit, public and private) will necessitate financial support from local governments, non-profits, and the State.

This resolution will assure that State Parks remain open to the public as a recreational, environmental, and cultural benefit that supports and generates tourism, and provides important revenue to not only local, but also to the regional and statewide economies. In addition, the availability of the State Parks System will continue to provide a high quality of life for Arizona residents and serve as an attraction to new residents.

B. Relevance to Municipal Policy

State Parks are essential to the rural economies and people of Arizona, and the continued threat to their operation leaves a continued threat to the still weak local economies in rural Arizona. In addition, Arizona's natural environment, including access to the environment through availability of State Parks across the state draws millions of tourists to Arizona, benefiting every entity that relies on tourism as part of its economy.

Increasingly, ASP is reliant on partnerships with local governments to make its state parks viable. This comes at a time when local resources are shrinking.

C. Fiscal Impact to Cities and Towns

Visitors' expenditures combined with their direct and induced impacts resulted in $21,171,627 in Federal Government taxes and $22,762,326 in state and local government taxes. The total tax impact of Arizona State Park visitors in 2007 was $43,933,953.

D. Fiscal Impact to the State

The economic benefit of the State Park System is statewide. Calculated at the state level for FY07, the total economic impact of Arizona State Parks (direct, indirect and induced) on the state was $266,436,582. This total state income resulted in 2,397 direct jobs and 950 indirect jobs for a total of 3,347 jobs statewide. The jobs provided were generated directly, through State Parks employment, but also indirectly, for the tourism industry that is supported and enhanced by the existence of State Parks.

Visitors' expenditures combined with their direct and induced impacts resulted in $21,171,627 in Federal Government taxes and $22,762,326 in state and local government taxes. The total tax impact of Arizona State Park visitors in 2007 was $43,933,953.

(Economic figures cited are from "The Economic Impact of Arizona State Parks 2007" study prepared by The Arizona Hospitality Research & Resource Center, Center for Business Outreach and The W. A. Franke College of Business, Northern Arizona University in February 2009.)

E. Contact Information

Name: Connie Scoggins Title: Assistant City Attorney
Phone: 928-373-5055 Email: Connie.scoggins@yumaaz.gov

Resolution #10

Requests that A.R.S. 36-1606, concerning consumer fireworks regulation; state preemption; further regulation of fireworks by local jurisdiction, be amended to allow an incorporated city or town and a county within the unincorporated areas of the county to regulate the sale and use of permissible consumer fireworks.

Submitted by: City of Prescott, Town of Prescott Valley, Town of Chino Valley, Town of Camp Verde, Town of Clarkdale, City of Sedona.

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A. Purpose and Effect of Resolution

In 2010 the Arizona State Legislature lifted the statewide ban of the sale of consumer fireworks. The Legislature allowed municipalities to ban the use of consumer fireworks within incorporated limits but not the sale. This resolution seeks to enable the elected governing body of each municipality and county in Arizona to decide for their constituents whether or not to allow the sale in addition to use of consumer fireworks within their geographic boundaries (unincorporated areas in the case of counties).

On May 2, 2011, a fire was started in the backyard of a home in Prescott Valley, Arizona, as a result of an unattended 11 year old child playing with a consumer firework (sparkler). Central Yavapai Fire District personnel were called to respond to the scene. Upon their arrival the fire had been extinguished by the residents after burning about a tenth of an acre. This incident occurred even though the Prescott Valley Town Council enacted an ordinance that banned the use of all consumer fireworks within Town limits.

B. Relevance to Municipal Policy

In addition to the potential cost and damage of fires, HB2246 which allowed fireworks to be sold in Arizona, intruded into local control. The evaluation of risk and the decision to allow consumer fireworks to be sold and used in a community is best left to the governing body of that community. This resolution does not place any restrictions or mandates on any community, rather it allows each to decide what is best.

C. Fiscal Impact to Cities and Towns

There will a minimal loss in sales tax collection if a municipality chooses to ban the sale of consumer fireworks. The local control aspect of this resolution would allow each city and town to weigh the potential costs of damage to property and public safety response with the benefit of allowing the sale of consumer fireworks.

D. Fiscal Impact to the State

The State could experience a minimal negative reduction in revenue dependent upon the number of municipalities that choose not to allow the sale of consumer fireworks.

E. Contact Information

Name: Alison Zelms Title: Deputy City Manager
Phone: 928-777-1220 Email: alison.zelms@prescott-az.gov

Resolution #11

To seek legislative actions that assist local, collaborative groups with resources and funding for planning and proactive actions to improve forest health and reduce wildfire threats, promote the economic engine of tourism dollars coming to the state, driving down the costs and human toll wildfires take as well as the cost of watershed sustainability.

Submitted by: City of Flagstaff, City of Sedona, City of Scottsdale, City of Sierra Vista

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A. Purpose and Effect of Resolution

Statewide awareness and attention to the value of collaborative planning, implementation, and monitoring of our forests to improve forest health, reduce the human and economic costs from catastrophic disasters resulting in the loss of property, life and recreational destinations for our residents and tourists who generate revenues. As we have learned from the many fires of the past decade, particularly the Rodeo-Chedeski Fire of 2002, the Schultz Fire of 2010 and the Wallow and Monument fires of 2011, there are things we must do to greatly reduce catastrophic losses from occurring wherever they strike. Proactive, coordinated efforts have been studied and proven to reduce impacts from and costs of such events.

B. Relevance to Municipal Policy

Communities across the state face increasing economic and life threats as the result of degrading, unsustainable, forest-and-range conditions. The threat is not only catastrophic wildfire that destroys the natural environment our residents enjoy for recreation, but also includes post-fire effects. Loss of property, sales tax and tourism, livelihood, displacement of residents, erosion, flooding, loss of wildlife habitat, etc. exists for all jurisdictions and ownerships because of the statewide impact on economic factors such as reduced State Shared Revenues. Joint-action by all parties (local, county, state, and federal) is required to adequately and satisfactorily address the issue which starts with planning at the local and regional levels.

Community-based stakeholder groups working on landscape scale areas and focused upon appropriately-scaled treatments, using a science-based model, are critical to our success. Adequate environmental analysis, transparent decision making, application of Firewise practices, and sufficiently sized and appropriate forest treatments must be planned for. Selective thinning, debris disposal, prescribed fire, and biomass utilization, are crucial to the future of our State's forests and rangelands, communities, and our corporate well-being.

C. Fiscal Impact to Cities and Towns

The negative economic impact of such events is beyond the capacity of any single community to bear. The costs of the past catastrophic fires to each area of the state rose to the millions of dollars levels.

D. Fiscal Impact to the State

The economic impact of such events that have already occurred is in the millions of dollars and it would be economically sound for the state to appropriate planning funds for forest health. The Federal government has identified four of northern Arizona's forests to be part of the 4FRI Initiative with federal funds appropriated to that effort as a pilot program for the nation.

E. Contact Information

Name: Jerene Watson,	Title: Deputy City Manager,
Phone: 928-213-2073;	Email: jerenewatson@flagstaffaz.gov
Name: Paul Summerfelt	Title: Wildland Fire Manager
Phone: 928-213-2509	Email: psummerfelt@flagstaffaz.gov

Resolution #12

Urges the Governor and the State Legislature to develop and pass legislation that supports efforts to reduce the shortage of physicians in the State of Arizona. The League encourages the Legislature to consider: expanding the level of Graduate Medical Education (GME) funding; expanding medical school capacity within the state universities; addressing issues affecting the attraction and retention of physicians from out-of-state; reducing obstacles to medical practice in Arizona; and addressing any other major issues that affect a physician's decision to locate or remain in Arizona to practice.

Submitted by: City of Sierra Vista, City of Bisbee, City of Yuma, Town of Marana, City of Douglas, City of Flagstaff, Town of Clarkdale.

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A. Purpose and Effect of Resolution

Part II of the 2005 Arizona Physician Workforce Study, conducted by specialists from the University of Arizona and Arizona State University, identified that since 1992 to 2004, Arizona's physician supply is not keeping up with its population growth. The situation has not gotten any better. Arizona has 219 physicians per 100,000 population, well below the national average of 293 per 100,000. Rural communities in the state are affected by the shortage even more, with one county at under 60 physicians per 100,000. Specialty physicians are particularly difficult to recruit and retain. By way of example, the City of Sierra Vista's regional hospital is now the only location in all of Cochise County in which a woman can deliver a baby outside of a setting in which emergency services are available. In addition, as the Baby Boomer population ages, more of the older doctors in rural communities will retire, potentially exacerbating the situation.

Since approximately 60% of physicians who complete their training in Arizona teaching hospitals remain to practice within the state, enhancing the Graduate Medical Education (GME) program is a critical component to addressing this shortfall, and has been identified by previous gubernatorial task forces. Also recommended were efforts to reduce obstacles to medical practice in Arizona. Recruitment and retention of physicians is hampered throughout the state by higher professional liability premiums as compared to other states, and this is certainly an obstacle needing attention. Recent actions to reduce funding to the State's Medicaid program will only exacerbate the issue statewide. Now, more than ever, action is needed to retain existing physicians, and insure Arizona is a desirable place to practice for others.

B. Relevance to Municipal Policy

Health care is a key component of the overall quality of life for any community. It is an attraction and retention component for both business and military activities, both of which are the backbone of the state's economy. An adequate supply of physicians is the foundation of quality healthcare, and although most barriers to physician recruitment and retention are beyond

the direct control of local government, the health of our citizens should be a strong consideration for local legislative input and advocacy. The National League of Cities has incorporated citizen health in its overall federal legislative platform by developing and advocating for health programs for children and youth.

C. Fiscal Impact to Cities and Towns

There should be no negative fiscal impact on Cities and Towns. To the contrary, not only will there be an intrinsic gain to Cities and Towns in overall quality of life of their residents if accessibility to health care is improved, but all communities in the state can use improved health care as an economic development tool in the future.

D. Fiscal Impact to the State

There are some solutions, such as investing in the graduate medical program, which will require additional investment by the state in medical education. However, some recommendations can be implemented with little to no effect on state finances. But like the cities and towns, improvement in access to health care results in an improvement in the ability of the State to attract corporations who value health care access as a major factor in relocation to Arizona. In addition, more physicians in the rural areas of the state will reduce the number of trips on already overcrowded roadways that residents from those areas make to the Phoenix or Tucson metropolitan areas to seek treatment.

E. Contact Information

Name: Mary Jacobs Title: Assistant City Manager
Phone: 520-458-3315 Email: mary.jacobs@sierravistaaz.gov

Resolution #13

Urges the Governor and the State Legislature to develop and pass legislation or engage in other activities that supports and advocates for resources to improve Arizona's ports of entry with Mexico and related infrastructure, and will enhance international trade and improve the global competitiveness for Arizona with Mexico.

Submitted by: City of Sierra Vista, City of Douglas, City of Bisbee

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A. Purpose and Effect of Resolution

Mexico is Arizona's top trading partner. Our shared border is the gateway for $26 billion worth of imports and exports and 44 million people (crossings) each year. Mexican visitors spend approximately $7.3 million each day in Arizona, providing an annual impact of $2.3 billion. Trade with Mexico supports six million jobs in the U.S. and tens of thousands jobs in Arizona. In addition, Mexico is now the third-ranked commercial partner of the U.S. and the second largest market for U.S. exports.

Despite this wealth of opportunity, recent studies show that competing border states such as Texas are far outpacing Arizona when it comes to developing trade relations with Mexico. While Arizona exports to Mexico totaled about $5.7 billion in 2011, in Texas the total was $87 billion. Mexico is the 13th largest economy in the world, and in 2010, Mexico invested an unprecedented five percent of its Gross Domestic Product (GDP) in infrastructure.

Arizona's ports of entry face significant challenges, including aging infrastructure and an often inadequate number of customs and border protection agents needed to staff them. A heavy focus on security has impacted the tourism industry by diverting investments from needed improvements and leaving a multibillion dollar deficit in border infrastructure. For example, while investments of $200 million into the expansion to the Nogales port of entry are progressing, no funding is allocated at this time (pending completion of appropriate studies and reviews) toward improving Arizona State Route 189, which connects the Mariposa Land Port of Entry to I-19. The U.S. General Services Administration (GSA) describes the Mariposa Land Port of Entry as "…one of the United States' busiest land ports…serving as the main entry point for fresh produce entering from Mexico…"

With 23 million northbound visitor border crossings and 373,000 northbound truck crossings, long waits at the border and congestion north of our ports of entry suppress economic development. In addition, greater emphasis is needed to upgrading southbound passenger vehicle and pedestrian crossings. And with significant public safety concerns arising from the 602 train crossings annually, there is clearly a need to develop an alternative to Arizona's sole rail port of entry in Nogales in order to respond to increasing manufacturing and sea port expansions in Mexico. According to the Arizona State University North American Center for

Transborder Studies, needed enhancements include staffing, technology, infrastructure and communications.
Through the League of Arizona Cities and Towns, Arizona's cities and towns should unite in support of legislation or other policies that will enhance international trade and improve the global competitiveness for Arizona with Mexico, which is the 13th largest economy in the world and the State's number one trading partner.

B. Relevance to Municipal Policy

The vast majority of the economic benefit generated by trade passing through Arizona's ports of entry is realized within the State's cities and towns. For example, nearly half (43%) of all of the Winter produce consumed in the United States comes through the Nogales port of entry. Along with produce, which makes up 28 percent of Arizona imports from Mexico, other major commodities include electrical machinery and equipment (18%); machinery and mechanisms (12%); edible fruits and nuts (11%); vehicles (6%); and optical, photographic and cinemagraphic equipment (4%).

The logistics centers, warehousing and distribution facilities, and value-added manufacturing facilities for these commodities are located primarily within the State's cities and towns, along with the associated sustainable wage jobs that are created as a result of this economic activity. The economic multiplier effect that these jobs create adds to the prosperity in these communities and enhances tax revenue at a time when every dollar of local revenue is even more precious to cities and towns. Enhancing trade opportunities with Mexico will only further stimulate the economies in Arizona's cities and towns.

C. Fiscal Impact to Cities and Towns

As described above, enhancing international trade and improving the global competitiveness for Arizona with Mexico will have a positive fiscal impact to cities and towns.

D. Fiscal Impact to the State

Similarly, supporting the requested legislation and policies will have a positive fiscal impact to the State and will further diversify our economic base. Failure to do so will sustain the advantage that other border states currently enjoy over Arizona.

E. Contact Information

Name: Mary Jacobs Title: Assistant City Manager
Phone: 520-458-3315 Email: mary.jacobs@sierravistaaz.gov

Resolution #14

Urges the Governor and the State Legislature to develop and pass legislation that supports the long-term retention of Arizona's military installations, and provides opportunities to use the synergies connected to the military operations in the attraction of new or expanded governmental and non-governmental missions or businesses.

Submitted by: City of Sierra Vista, City of Bisbee, City of Peoria, City of Yuma, Town of Marana, City of Flagstaff, Town of Clarkdale.

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A. Purpose and Effect of Resolution

Arizona's military sector is an essential component of the state economy, and most local economies within the state. There are five major military installations in Arizona, plus four principal National Guard operations. According to a 2008 report by The Maguire Group, commissioned by the Arizona Department of Commerce at the time, it is conservatively estimated that this sector produces over 96,000 direct, indirect and induced jobs in the state, with over $9.1 billion in economic impact.

The Maguire report further quantified the amount of revenue Arizona's military installations contribute directly to state and local governments at just over $400 million annually, split nearly evenly between the two. In general, jobs connected to the military are especially valuable to the Arizona economy because they are largely unaffected by routine economic cycles, which means revenues associated with their presence are more stable.

The Maguire report noted "Arizona would do well to guard this economic asset and preserve its viability." It further stated "Maintaining these operations and the jobs and economic output they support should be a priority of state and local government."

Support from Arizona's local governments, through the League of Arizona Cities and Towns, for legislation that could enhance military effectiveness or protect against efforts to erode military missions is critical in the state's long term success retaining Luke AFB, Davis-Monthan AFB, Fort Huachuca, Marine Corp Air Station Yuma and the Yuma Army Proving Ground.

Arizona's cities and towns must be unified in our support for the military, working together to identify opportunities to demonstrate that support through such things as: encouraging officials from state and local government to elevate needs identified by military installations for legislative action; supporting the continued activity and existence of the Governor's Military Affairs Commission; supporting funding for economic development efforts at the state level to attract new/expanded military and military-connected missions and businesses; encouraging the use and continued funding of the Military Installation Funds (MIF) to help mitigate encroachment; and supporting legislative proposals regarding state land transfers to reduce potential encroachment around military installations.

B. Relevance to Municipal Policy

At a time in which every dollar of local revenue is even more precious to cities and towns, we must guard against inadvertent or blatant measures that could jeopardize existing military installations and the over $200 million it directly contributes to local government. Encroachment is a major issue across the state, and is not only associated with new subdivisions. Water use, electromagnetic interference, lighting, airspace and other issues can ultimately affect military missions, or could result in the state's five major bases not being considered for realigned missions in the future.

The Maguire study excluded military-related businesses such as Raytheon, Boeing and those associated with the redeveloped Williams Center in Gilbert, which take advantage of synergies with the state's military community but separately add hundreds of millions more in economic impact to the state and local economies. But if the military missions are not retained, then opportunities to grow or expand these types of businesses, and the resulting impact on the state and local economy, could be missed.

C. Fiscal Impact to Cities and Towns

Failure to protect such a valuable asset to the state will have a direct and potentially devastating effect on local government. The military industry directly contributes approximately $200 million in tax revenues annually to local government alone.

D. Fiscal Impact to the State

Similarly, Arizona's military installations contribute about $200 million in revenue annually to the state government. Any loss of missions could erode that revenue, as well as impact future expansion opportunities for both military and non-military missions.

E. Contact Information

Name: Mary Jacobs Title: Assistant City Manager
Phone: 520-458-3315 Email: mary.jacobs@sierravistaaz.gov

Resolution #15

Urges the State Legislature to support implementing a pilot program to restrict trucks to the two right-most lanes when traveling on Arizona highways in urban areas with three or more lanes in each direction.

Submitted by: City of Apache Junction and City of Douglas

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A. Purpose and Effect of Resolution

The purpose of this resolution is to improve traffic mobility, improve safety and facilitate the flow of goods on freeways in Arizona's busy urban areas. An initial step is to implement a pilot program to determine and compare the feasibility, impacts, and effectiveness of restricting trucks to operating only in certain lanes on highways in urban areas that have three or more lanes in each direction, which have a moderate or high level of truck traffic, and do not have left hand exits. The lane restrictions would apply to "trucks" as defined by Arizona State law. Trucks would be restricted to the two right-most lanes, leaving one lane for truck-free operation; assuring that trucks will always have access to at least two lanes.

Demand for trucking services continues to increase. According to statistics available from the Bureau of Transportation Statistics (BTS) trucking accounts for an estimated 70% of the total value, 60% of the weight, and 34% of the ton-miles of freight moved in the U.S (Bureau of Transportation Statistics, 2006). In addition, between 1980 and 2020, truck travel is predicted to increase by over 90% while lane-miles of public roads will increase by only 5% (FHWA, 2006). This increase will have significant negative influences on traffic congestion and safety. A truck lane restriction strategy is used in many states nationwide as a way to address some of these impacts.

With regard to improving safety and mobility, here are several safety benefits of truck lane restriction:

- Prevents "No-Zone" Wrap, Tractor trailer's on two (2) sides of passenger cars at same time
- Positions largest vehicles out of the highest speed lanes
- Reduces the frequency of passenger vehicles being "boxed-in" by large trucks
- Reduces evasive truck maneuvers to the right, or into the trucker's "blind" side
- Provides additional spacing from life-saving median barrier systems.
- Provides additional truck clearance from opposing direction traffic.
- Improves visibility and clearance for disabled vehicles in or along median shoulders.

By improving traffic mobility, the flow of transporting goods through the State positively impacts economic development. The Freight Industry has welcomed lane restrictions in other states because passenger vehicles are able to stay in the fast lanes, which gives more mobility for the trucks in the slower lanes. Trucks then reach their destinations in a timelier manner.

B. Relevance to Municipal Policy

Arizona residents directly benefit from improved traffic operations and improved safety on freeways in Arizona's busy urban areas. In addition, by improving the flow of transporting goods and services in Arizona, economic development of the State, cities and towns could also increase.

C. Fiscal Impact to Cities and Towns

As the State of Arizona is able to reap the positive economic effects of improved traffic flow which in turn improves the efficient movement of goods thru the State; this will positively impact cities and towns as well.

D. Fiscal Impact to the State

Positive fiscal impact to the State:
Whereas large metropolitan areas (e.g. North Texas) that are in direct competition with the Sun Corridor have successfully implemented 'Goods Movement' oriented traffic restrictions to facilitate enhanced traffic flow have experienced positive economic development effects, the City of Apache Junction and the City of Douglas urge implementation within Arizona so that we also experience positive economic effects.

Negative fiscal impact to the State include:
Costs associated with developing and implementing a pilot program, which would include conducting a study before and after restrictions are implemented. If the new restrictions were put in place permanently there are costs associated with selecting, designing, implementation administration, advertising, enforcing, and monitoring of the truck lane restrictions.

E. Contact Information

Name: George Hoffman Title: City Manager
Phone: 480-474-5066 E-mail: ghoffman@ajcity.net

Resolution #16

Amend Arizona Revised Statutes Title 13 (Criminal Code) and amend Title 8 (Children) to include criminal damage by graffiti to ensure that crimes of graffiti are treated more seriously.

Submitted by: City of Yuma, City of Sierra Vista

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A. Purpose and Effect of Resolution

Graffiti is a continuing and fast growing problem for cities and towns. The level of punishment for individuals committing illegal acts of graffiti is a difficult and complex issue. Abatement of graffiti and apprehension and prosecution of the perpetrator is costly to cities and these costs are seldom if ever recovered. Arizona statutes allow prosecution of graffiti under the criminal code as criminal damage. Because graffiti is such an immediate and growing problem on both public and private property, it needs to be addressed in statutes setting forth stricter penalties and full restitution of all economic loss to the victim. Economic loss includes all reasonable costs of repair by municipalities, including but not limited to, materials, labor and equipment. As it stands now, some courts have been reluctant to severely punish offenders, or order restitution for economic loss, especially where juveniles are involved. A community service component should also be added to the penalty where available.

B. Relevance to Municipal Policy

The physical appearance of communities is a source of pride for Arizona cities. It is one of the factors that attract people to visit or relocate into an area. While graffiti was once limited to older and deteriorating communities or facilities, it has become prevalent in all areas of cities, regardless of age, appearance, or use. Despite the penalties for selling instruments of graffiti to minors enacted in the last few years, the numbers of incidents and the extent of damages have continued to increase. Stiffer penalties are needed to deter the rising tide of this vandalism.

C. Fiscal Impact to Cities and Towns

Graffiti abatement in this fiscal year has so far cost the City of Yuma $117,645.00, despite a policy to aggressively pursue restitution from the courts. The costs to Yuma are high; therefore, it would follow that statewide costs may be in the millions of dollars. Increasing the penalties for criminal damage may deter graffiti vandals, and reduce the number of incidents and the extent of damages, thereby reducing costs of abatement. Any additional revenue generated from the stronger penalties could be directed to reduce the costs to cities for abatement. Also, if violators are required to perform community service, they would be able to witness the consequences their actions have on the community.

D. Fiscal Impact to the State

Because graffiti may also occur on state owned properties, abatement costs to the state could be reduced.

E. Contact Information

Name: Connie Scoggins Title: Assistant City Attorney
Phone: (928) 373-5055 Email: Connie.Scoggins@YumaAz.gov

Resolution #17

Urges the Legislature to amend A.R.S §42-5010, as enacted in SB1442 last session, so that state shared revenues to cities and towns are distributed prior to the recapture of construction sales tax to be used for funding infrastructure projects. Further, urges the Legislature to find additional mechanisms for funding infrastructure that is necessary for economic development projects that are beneficial to the entire state.

Submitted by: City of Chandler, City of Peoria

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A. Purpose and Effect of Resolution

When manufacturing facilities locate in a municipality, there are often infrastructure improvements needed to support the project. If these are incremental improvements, the host municipality is able to fund them through its regular capital improvement program without over burdening their ratepayers.

However, large manufacturing projects, such as the construction of the $5 billion Intel Fab 42, require significant industrial infrastructure. That project alone will require in excess of $200 million in water and wastewater improvements. The magnitude of costs such as these makes it impossible for the host city to fund the infrastructure by itself and requiring the company to do so places this state at a competitive disadvantage.

Last session, SB1442 was introduced in an effort to provide a mechanism for the state to help fund these infrastructure needs. It was intended to allow the construction sales tax to be recaptured and used to pay for any water, wastewater or transportation projects needed to support a manufacturing facility that met certain capital investment requirements.

Unfortunately, the bill was amended on the last day of the session and the result was a negative impact on state shared revenues. The intent of this resolution is to change the statute so that the funds used to pay for infrastructure come from the state's portion of sales tax.

Additionally, SB1442, as originally drafted, would have been only a partial solution to the problem of infrastructure funding. Other mechanisms should also be explored in order to address this problem more comprehensively.

B. Relevance to Municipal Policy

Cities are already responsible for the majority of the costs of infrastructure related to economic development and should not have to also contribute through a loss of shared revenues. The intent of SB1442 was to create a mechanism for the State to participate in funding the

infrastructure that is necessary to attract and retain these manufacturing facilities and the jobs they create.

C. Fiscal Impact to Cities and Towns

The total loss of cities' shared revenue attributed to SB1442 is approximately $2.5 million. However, if an equitable solution cannot be developed, our inability to continue to attract these businesses will also have a long term negative impact on economic development and the increase in shared revenues attributable to these projects.

D. Fiscal Impact to the State

If the distribution formula of cities' state shared sales tax is restored, the state will lose the approximately $2.5 million in construction sales tax monies that would be recaptured to fund the cost of infrastructure under the provisions of SB1442. Again, if a solution cannot be agreed upon and cities are not able to fund the infrastructure necessary for these businesses, the state risks losing the future economic activity created by new or expanded manufacturing facilities.

E. Contact Information

Name: Patrice Kraus Title: Intergovernmental Affairs Coordinator
Phone: 480-782-2215 Email: patrice.kraus@chandleraz.gov

League Staff Resolution #1

The League of Arizona Cities and Towns urges the Legislature to address serious issues related to the enactment of HB 2826, (consolidated election dates, political subdivisions).

Submitted by: League Staff

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A. Purpose and Effect of Resolution

HB 2826 (Laws 2012, Chapter 353) requires that cities and towns hold all candidate elections in the fall election cycle of even years. Multiple technical issues associated with implementation of this law must be addressed by clarifying legislation. Issues regarding the length of terms for incumbent councilmembers, alternative expenditure limitation renewal elections and municipal incorporation elections need clarity before the law takes effect in 2014. Although HB 2826 must overcome review and preclearance by the Justice Department (as well as possible court challenges), this resolution would empower League staff to pursue needed changes to address significant shortcomings of the new statute. These changes will be absolutely necessary to ensure that the new law doesn't create dire, unintended consequences.

B. Relevance to Municipal Policy

This issue is fundamentally relevant as elections are a foundational part of our system of government.

C. Fiscal Impact to Cities and Towns

Although many of the fiscal impacts of this bill cannot be calculated at this time, there could be significant problems for local budgets if election law related to the home rule option isn't changed.

D. Fiscal Impact to the State

Not applicable

E. Contact Information

Name: Tom Belshe Title: Deputy Director
Phone: 602-258-5786 Email: tbelshe@azleague.org

League Staff Resolution #2

The League and its members support meaningful and effective regulatory reform efforts. The League will oppose any proposal that does not promote greater efficiency, effect significant cost savings, or improve existing regulatory frameworks for the mutual benefit of stakeholders. Furthermore, the League shall work to enact changes to SB 1598 (Laws 2011, Chapter 312) that enable the law to serve its intended function of improving the licensing and permitting process.

Submitted by: League Staff

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A. Purpose and Effect of Resolution

The purpose of the resolution is to express the League's commitment to working with the Legislature to: 1) enact legislation that respects municipal autonomy; and 2) partner with cities and towns to create an attractive business climate for new and existing businesses. The effect of the resolution would be to empower the legislative staff of the League to work with interested parties on mutually beneficial changes to existing laws while exploring new opportunities for improvement of regulatory frameworks. Specific goals include: preservation of local authority; opposition to state mandates; encouragement of municipal flexibility and timeliness; and avoidance of additional bureaucracy and paperwork.

B. Relevance to Municipal Policy

This issue is fundamentally relevant as licensing and permitting is the primary way in which municipalities interact with the businesses in their community. Regulatory design represents a core function of municipal governance, to the extent it operates to promote the safety and welfare of city residents.

C. Fiscal Impact to Cities and Towns

Enacting changes to SB 1598 will likely lead to a positive fiscal impact, resulting from the increased clarity and paperwork reduction those changes will bring. Additionally, there is the potential for a positive fiscal impact from increased business activity as a result of reforms.

D. Fiscal Impact to the State

Increased business activity would benefit the state because of increased sales and income tax collections.

E. Contact Information

Name: René Guillen Title: Legislative Associate
Phone: 602-258-5786 Email: rguillen@azleague.org

League Staff Resolution #3

A RESOLUTION OF THE LEAGUE OF ARIZONA CITIES AND TOWNS CALLING UPON THE ARIZONA LEGISLATURE TO RESPECT THE AUTHORITY OF CITIES AND TOWNS TO GOVERN THEIR COMMUNITIES FREE FROM LEGISLATIVE INTERFERENCE AND TO REJECT LEGISLATION THAT CONFLICTS WITH CHARTER PROVISIONS OF ARIZONA'S CHARTER CITIES

WHEREAS, the League of Arizona Cities and Towns is concerned about the extent to which Arizona's 50th Legislature considered legislation to micromanage local government, enact decisions best made at the local level and impose one-size-fits all mandates on municipalities; and

WHEREAS, the League further shares the conservative belief that the most effective, responsible and responsive government is government closest to the people; and

WHEREAS, the Arizona Constitution specifically provides that any city, "may frame a charter for its own government" [emphasis added]; and

WHEREAS, once a city has successfully completed the city charter process, the charter becomes the organic law of the city; and

WHEREAS, charter cities draw their power from their citizens, are governed by their charters, and do not require legislative authority from the State to exercise power; and

WHEREAS, the provisions of the charter, as the organic law of the city, supersede all laws of the State in conflict with the charter provisions, insofar as such laws relate to purely municipal affairs; and

WHEREAS, the Arizona Constitution thus establishes a home rule mechanism to render charter cities independent of the Legislature with respect to matters of local concern; and

WHEREAS, the Arizona Supreme Court recently affirmed, in Tucson v. Arizona, that provisions of a city's charter supersede conflicting statutes with respect to matters of local concern; and

WHEREAS, all municipalities are no less affected by the imposition of burdensome mandates by the State than is the State by the imposition of similar mandates by the Federal government;

NOW, THEREFORE, BE IT RESOLVED, that the League of Arizona Cities and Towns calls upon the Arizona's 51st Legislature to affirmatively reject, oppose and renounce legislative proposals that diminish local authority, address matters of purely local concern, and conflict with the organic law of Arizona's charter cities.

III.J

A COUNCIL AGENDA MEMO – August 14, 2012

DEPARTMENT: Public Works

AGENDA ITEM: Purchase of closed circuit television (CCTV) computer, software, camera and training for the Wastewater Division from Arizona Wastewater Industries, Inc., in the amount of $63,603.17

Approved By:		Date:
Department Head:	Mark Nietupski	8/3/2012
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell Craig McConnell	8-3-12

Item Summary

This item is to approve the purchase of a new computer, Granite XP software, CCTV camera, appurtenances and training from Arizona Wastewater Industries, Inc. (AWI), to upgrade the existing Cues CCTV Van at Wastewater Collections. The purchase of Cues equipment is necessary to assure overall system compatibility and function. AWI is the Southwest distributer for Cues, Inc., therefore, the City's sole source for purchasing Cues brand equipment.

Background

The City's GMC 1-1/2 Ton Van, equipped with Cues CCTV equipment, was purchased in June 2003 from Arizona Wastewater Industries, Inc. This camera van is used daily to perform condition assessments of the wastewater collection system, and scheduling maintenance cleanings, identifying areas of risk, and actively addressing deficiencies. The CCTV has also proven to be a valuable asset for scoping capital and operational projects.

The current DataCap software package from Cues is obsolete and incompatible with the City's Lucity Maintenance Management System software. The computer, software and camera have reached the end of their service life and are not capable of performing the necessary tasks. This procurement of the Granite XP equipment package will improve efficiency with the fully compatible integration of CCTV data into the Maintenance Management System, while saving time, increasing inspection footage, and improving the quality of data.

There are many other components (e.g. camera controls, cable reel, and workstation) in the CCTV van that work in unity with the Cues Granite XP software equipment package, and camera. Options to retrofit the van with other manufacturers' equipment were explored. Some equipment *may* integrate with the existing Cues equipment, however, not seamlessly and without risk. Additionally, still usable spare parts and ancillary equipment currently owned by the City would become obsolete with another manufacturer. The cost to replace the entire Cues equipped CCTV unit in kind is approximately $200,000.

Agenda Item: Purchase of closed circuit television (CCTV) computer, software, camera and training for the Wastewater Division from Arizona Wastewater Industries, Inc,. in the amount of $63,603.17

Breakdown of the quote from Arizona Wastewater Industries, Inc., is as follows.

Item Description	Quantity	Cost
Computer, Rack Mount	1	$4,150.00
Software, Granite XP Inspection Module	1	$14,000.00
Software, Granite XP PACP Module	1	$2,950.00
Granite XP 1 Year Enhanced Support Plan	1	$1,800.00
Training, On Site (2 days minimum)	2	$1,500.00
Camera, OZ III with LED Lights	1	$23,000.00
Cable Adapter, 5 & 4 pin to 12 pin	1	$0.00
Transporter, Ultra Shorty III, 6"	1	$10,000.00
Kit, Extension 8" – 15" Pipe for US III	1	$919.00
	Subtotal	$58,319.00
	Sales Tax	$5,284.17
	Total	$63,603.17

Budget

FY13 Funding for this budgeted procurement is available within the Wastewater Fund.

Attachments: Quotation - Arizona Wastewater Industries, Inc., Phoenix, Arizona

Recommended Action: **MOVE** to approve the purchase of Closed Circuit Television (CCTV) computer, software, camera and training from Arizona Wastewater Industries, Inc., in the amount of $63,603.17.

AZ Wastewater Industries, Inc.

Phone: 800 778-9359 Fax: 480 425-3321

Address:
20 S. 48th Ave, Suite 802
Phoenix, AZ 85043

QUOTE

Date	Quote #
7/12/2012	6225

Customer Name / Address
City of Prescott Wastewater Collections 1505 Sundog Ranch Rd. Prescott, AZ 86302 Attn: Irving Carr

Terms	FOB	Prices Good For
Net 30	Destination	30 days

Item	Description	Qty	Cost	Total
GXP/Computer	Computer, Rack Mount	1	4,150.00	4,150.00T
GXP/Inspection	Software, Granite XP Inspection Edition	1	14,000.00	14,000.00T
GXP/PACP	Software, Granite XP PACP Module	1	2,950.00	2,950.00T
GXP/Support	Granite XP 1 Year Enhanced Support Plan	1	1,800.00	1,800.00T
Training	Training, On-site (2 days minimum)	2	750.00	1,500.00
MZ300-L	Camera OZ III with LED Lights	1	23,000.00	23,000.00T
1650120	Cable, Adaptor, 5 & 4 pin to 12 pin	1	0.00	0.00T
TX350	Transporter, Ultra Shorty III, 6"	1	10,000.00	10,000.00T
Option	Kit, Extension 8"-15" Pipe for US III	1	919.00	919.00T

As always, it's a pleasure doing business with you!

Subtotal	$58,319.00
Sales Tax (9.3%)	$5,284.17
Total	$63,603.17

Signature _____

III.K

COUNCIL AGENDA MEMO – August 14, 2012	
DEPARTMENT:	Parks & Recreation
AGENDA ITEM:	Letter of Support to Arizona State Parks on behalf of the International Mountain Bike Association application for grant funding to aid in construction of the Prescott Circle Trail

Approved By:		**Date:**
Department Head:	Joe Baynes	
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell Craig McConnell	8-7-12

Summary

The International Mountain Bike Association (IMBA) is preparing a grant application to Arizona State Parks seeking funding through the Recreational Trails Program (RTP). Recreational Trail Program grants allow non-profit organizations to apply for and implement grants to further trail construction throughout Arizona. This grant request would allow IMBA to construct a 6.6 mile portion of the Prescott Circle Trail that is one of the last remaining gaps in the project. If approved, the requested grant funds will also be applied to improving access and parking. As part of the grant application IMBA is requesting a letter of support from the City.

Background

Since 1993, in cooperation with the Prescott National Forest, Yavapai Trails Association, and Yavapai County, the City has been constructing portions of the 50-mile Prescott Circle Trail. IMBA's efforts are complementary to the goals of providing recreational trails for residents and visitors.

Letters of support for grant applications are instrumental in the success of awards.

Financial impact

There is no match required from the City. If the grant is approved, the resulting partnership with the IMBA would allow faster and more complete improvements to occur on the new segments of the Circle Trail.

Attachment

Letter of support to State Parks

Recommended Action: **MOVE** to approve submission of a letter to Arizona State Parks supporting a grant application by the International Mountain Bike Association for funding to aid in construction of the Prescott Circle Trail.

CITY OF PRESCOTT
ARIZONA
Everybody's Hometown

Marlin D. Kuykendall, Mayor

Jim Lamerson, Mayor Pro Tem
Charlie Arnold, Councilman
Steve Blair, Councilman
Al Carlow, Councilman
Chris Kuknyo, Councilman
Len Scamardo, Councilman

August 14, 2012

Arizona State Parks
1300 West Washington
Phoenix, AZ 85007

To whom it may concern:

On behalf of the City of Prescott, please accept this letter of support for the Recreational Trails Program grant application being submitted by the International Mountain Bicycling Association (IMBA) to aid in construction of the Prescott Circle Trail.

As the 50-mile Prescott Circle Trail nears completion, this grant request, pertaining to the last 6.6 miles, will bring to a close a successful construction partnership of trail advocates, contributors, and the City of Prescott. IMBA's efforts to secure this funding for completion of the Prescott Circle Trail are complementary to work by the Yavapai Trails Association, Prescott National Forest, and City that date to the mid-1990s. The Prescott Circle Trail is integral to and a significant part of City Tourism development in promoting Prescott as a trails destination.

Thank you for your favorable consideration of IMBA's trail grant application.

Sincerely,

Marlin D. Kuykendall, Mayor
For the Prescott City Council

III.L

COUNCIL AGENDA MEMO – August 14, 2012	
DEPARTMENT: Public Works	
AGENDA ITEM: Award of bid and contract for On-Call Water and Wastewater Controls Integration Services Project to Quantum Integrated Solutions/Engineering, Inc. in an amount not to exceed $227,000.00	

Approved By:		**Date:**
Department Head:	Mark Nietupski	8/3/2012
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell Craig McConnell	8-7-12

Item Summary

This item is to award a bid and contract with Quantum Integrated Solutions/Engineering, Inc., Tempe, Arizona, for performing technical services for diagnosing, implementing and repairing precise electrical, instrumentation, and controls (EIC) equipment. The services pertain to specialized maintenance, operational improvements and other enhancements, as well as emergency repairs to the City's water and wastewater systems on an as-requested basis.

Background

The City of Prescott's utilities systems are comprised of 62 remote wastewater facilities and 40 remote water facilities. City personnel monitor the operations of these facilities with a communication system known as Spatia. This Spatia system is a proprietary, 30 year old system that uses a combination of radios and satellites to communicate limited operational information. A Supervisory Control and Data Acquisition (SCADA) master plan has been developed to replace the Spatia system. The new SCADA system, which is non-proprietary, scalable, and expandable, will address all of the Utilities Division's current and future needs.

This contract will advance the SCADA system and provide the City with an opportunity to:

- increase efficiency by automating operations that would otherwise require labor man hours (this will allow less driving time and better utilization of manpower for other maintenance tasks)
- minimize environmental contamination and system disruption by implementing an alarm system that will notify operators of a failure at a remote site with greater reliability
- track real time feedback and record historical data
- prevent premature equipment failure through more timely response
- remotely control and communicate with isolated facilities to monitor site security and equipment functionality (on/off, run time, temperature, etc)
- lower operating costs by retrofitting antiquated electrical components with high efficiency equipment;

Agenda Item: Award of bid and contract for the On-Call Water and Wastewater Controls Integration Services Project to Quantum Integrated Solutions/Engineering, Inc. in an amount not to exceed $227,000.00

- expeditiously repair critical malfunctioning equipment through the emergency services provision

The contract requires the contractor to respond to City requests for services on a work order basis. The contractor will be responsible for providing all personnel, equipment, and materials to perform the work required in each individual work order to present a fully functioning finished product, including commissioning and troubleshooting. This contract will also provide the City with on-call emergency services for existing water and wastewater controls systems. To meet the on-call requirement, the service provider must have adequate resources within two (2) hours driving time of the City.

Solicitation and Bid Results

A multi-step sealed bid process was utilized (as authorized by the City Procurement Code) to ensure that the potential bidders had the qualifications to perform the specialized work. One (1) bid was received on July 13, 2012, from Quantum Integrated Solutions/Engineering, Inc., Tempe, Arizona. Written confirmation of bid has been received from the low responsive bidder. Verification of the company's license, references, and past performance of similar projects has been completed.

The solicitation advertisement was obtained by 8 potential vendors, including two plan rooms which made it available to an extensive list. Due to the specialized nature of the work and the two (2) hour on-call requirement, the number of qualified bidders was limited.

Schedule

The contract requires work to be done on an as-needed, as-requested basis. The City makes no guarantees as to the amount of work that may be requested. The term of the contract is one (1) year, with the provision to extend for an additional one (1) year period, under the same terms and conditions as contained therein subject to Council approval and budget availability.

Budget

FY 2013 funding for this project is from the Water and Wastewater Funds.

Attachments - Bid Schedule
- Contract Documents

Recommended Action: **MOVE** to award the bid and contract for the On-Call Water and Wastewater Controls Integration Services Project to Quantum Integrated Solutions/Engineering, Inc., in an amount not to exceed $227,000.00.

Attachment A

Bid Schedule

Pay Item	Pay Item Description	Hourly Rate	Estimated Hours	Total
1	Program PLC with Rockwell Software	$ 125	500	$ 62500
2	Integrate a radio based telemetry system.	$ 125	200	$ 25000
3	Program HMI user interface with Citect software products.	$ 125	500	$ 62500
4	Program alarm interface with Spector Instruments Win 911.	$ 125	200	$ 25000
5	Design electric panel and install.	$ 125/85	200	$ 21000
6	Provide as-built drawings of work designed and installed.	$ 85	100	$ 8500
7	Provide emergency on-call services.	$ 125	100	$ 12500
8	Contract Allowance	N/A	N/A	$10,000
	Subtotal	N/A	N/A	$ 227000
9	Parts and Materials	Cost + 18 %	N/A	N/A

To **only** be completed after the City notifies firms that they have met the criteria.

* SEE ATTACHED SHEET FOR CLARIFICATION

TOTAL BID: TWO HUNDRED TWENTY SEVEN THOUSAND + MATERIALS + EXPENSES
(Written Words)

Patrick Kelly
Signature of Company Official

SALES ENGINEER
Title

QUANTUM INTEGRATED SOLUTIONS
Company Name

480-699-7124
Phone Number

2141 E BROADWAY RD SUITE 217
Address

480-699-7128
Fax Number

TEMPE, AZ
City/State

85282
Zip Code

CITY OF PRESCOTT
ARIZONA
Everybody's Hometown

Request for Multi- Step Sealed Bids On-Call Water & Wastewater Controls Integration Services

Project Specifications
and
Contract Documents

DESCRIPTION:	This project is to establish a technical services contract for diagnosing, implementing and repairing specialized electrical, instrumentation and controls (EIC) equipment at the City of Prescott water and wastewater facilities.
SPONSOR:	CITY OF PRESCOTT, ARIZONA
PROJECT NUMBER:	12-7005815-09548
BID OPENING:	June 14, 2012 at 2:00 PM Public Works Department 433 N. Virginia Street, Prescott, Arizona
PREPARED BY:	Public Works Department

MAY 2012

Request for Multi- Step Sealed Bids for the On-Call Water & Wastewater Controls Integration Services

The City of Prescott, Arizona, requests multi-step sealed bids from qualified firms to diagnose, implement and repair electrical, instrumentation and controls (EIC) equipment at the City of Prescott water and wastewater facilities.

Proposals must be received prior to **2:00 pm on Thursday, June 14, 2012**, at the office of the Public Works Department, City of Prescott, 433 N. Virginia St., Prescott, AZ 86301, at which time all proposals will be publicly opened. Any proposals received at or after 2:00 p.m. on the above-stated date will be returned unopened. Proposals must conform to a prepared scope of work available from the office of the Public Works Director at (928) 777-1130 voice; (928) 777-1100 TDD. The City of Prescott reserves the right to reject any and all proposals and the City assumes no liability for the cost of preparing a response to this request.

A **mandatory** pre-proposal meeting will be held on Tuesday, May 29, 2012 at 10:00 am in the Public Works Conference Room located at 433 N. Virginia St., Prescott, Arizona 86301.

The outside of the statement envelope shall indicate the name and address of the respondent, shall be addressed to the Public Works Director, City of Prescott at the above address and shall be marked: Multi-Step Sealed Bids for the On-Call Water & Wastewater Controls Integration Services.

Crista Clevenger

Crista Clevenger, Contract Specialist
Published: 2TC, May 13, and May 20, 2012

Multi- Step Sealed Bids
for the
On-Call Water & Wastewater Controls Integration Services

SECTION 1. PURPOSE

1.1 Scope of Work and General Conditions

General Information

The City of Prescott Public Works Department intends to award a single technical services contract for diagnosing, implementing and repairing specialized electrical, instrumentation, and controls (EIC) equipment at the City of Prescott water and wastewater facilities.

The City of Prescott Utilities system is comprised of 62 remote wastewater facilities and 40 remote water facilities. The water and wastewater staff monitor the operations of these facilities with a communication system know as Spatia. The Spatia system is a proprietary, 30 year old system that uses a combination of radios and satellites to communicate operation information to the water and wastewater operators. Staff has been working on an in-house Supervisory Control and Data Acquisition (SCADA) master plan to replace the Spatia system with a new SCADA system which is non-proprietary, scalable, and expandable to address all of the Utilities Division's needs currently as well as in the future.

The City of Prescott has identified numerous locations for electrical, instrumentation, and controls upgrades. The anticipated technical services work pertains to specialized maintenance, improved operations or other reasons including emergency repairs throughout the City and the City's utility service area. The work will include the water and wastewater electrical and mechanical facilities.

Work Orders

The Contractor shall be requested to respond to work order requests from the City. In performing the service, the Contractor shall provide specialized equipment for performing the electrical, instrumentation and controls diagnostic, repair, and installation. Contractor shall provide all personnel, equipment, and materials to perform the work required in the contract and each individual work order.

The Contractor shall be notified by the City's Public Works Department that requests for services are ready to be issued. Prior to commencing work the Contractor and City Representative shall coordinate and agree upon a work order detailing the scope of each service, start/end dates, hours required to perform the work, and any materials that may be necessary. The contractor shall not commence work without having a work order. If the Contractor is not responsive to the requests, or uncooperative with regards to scheduling and completing the work in a timely manner, the City reserves the right to terminate the contract at no additional cost to the City.

The work is to be done on an as-needed and as-requested basis. The City makes no guarantees as to the amount of work that may be available or requested. The anticipated available funding for this contract is $150,000.

The Contractor may submit an invoice not more frequently than once a month, for the amount of work completed. The Contractor shall be paid in full, with no retention, for each approved invoice. Pay requests for items not included on the work order will not be considered by the City.

The work order shall be inclusive of mobilization which shall include all coordination, set-up, investigation, clean up, restoration, and all other incidentals not included on the work order.

Permits
The Contractor shall obtain all required permits, from the City, County, or other governmental agency having jurisdiction.

The Contractor shall pay permit fees as stipulated by other agencies. The Contractor will be reimbursed the actual cost of the permits required. All other costs including submitting applications, coordination, or re-submittals shall be incidental to the work.

Term of Contract
This contract shall be for a term of one (1) year. It shall be in effect as of the date of Notice to Proceed by the Utilities Manager and shall be concluded as of the end of the contract period, subject to options for extension. The parties may, by mutual consent, extend this contract for one (1) additional one (1) year period, under the same terms and conditions as contained herein subject to council approval and budget availability.

Selection Process
The selection process will be a two-step process. Firms are invited to submit Un-priced Technical Proposals in step one. Firms that have been determined to have met the criteria described below will be invited to submit a Priced Bid in Step Two.

1.2 General Submission Information (Qualifications and Experience)

A. The City of Prescott invites un-priced Technical Proposals from qualified firms to provide diagnostic, implementation and repair of electrical, instrumentation, and controls (EIC) equipment at the City of Prescott water and wastewater facilities. All work shall conform to the latest adopted City of Prescott Building Department standards. The City has adopted the 2006 International Building Code which includes the electric code. All work shall be completed in conjunction with City staff to provide a fully functioning finished product, including commissioning and troubleshooting. The anticipated work will include all tasks associated with:

i. PLC programming of water and wastewater applications using all PLC's and Rockwell Software.

ii. Setting up licensed and unlicensed radios to integrate with a radio base telemetry system with Transmission Control Protocol (TCP) and Internet Protocol (IP).

iii. Programming an HMI with Citect software products.

iv. Programming alarms with Spector Instruments Win 911 product.

v. Designing and building an electric panel including installation and commissioning. .

vi. Providing as-built drawings of all systems designed, programmed, installed and commissioned.

vii. Providing on-call emergency services to existing water and wastewater controls systems. Work shall be completed in cooperation with City On-call staff. To meet the on-call requirement, the service provider must reside within two (2) hour driving time of the City of Prescott.

viii. The City reserves the right to supply some or all of the parts and materials to complete the work outlined in a Work Order. The Contractor must provide documentation with billings to verify the markup of all parts and materials purchased for a project as authorized by the City.

The anticipated list of projects is included in attachment D.

B. Priced Bid packages shall NOT be submitted until requested to do so in writing by the City. Any Un-priced Technical Proposals that are submitted with cost or pricing information shall be rejected and returned.

C. This is a multi-step sealed bid procurement and Priced Bid packages shall only be opened in the second phase and only from those bidders who's un-priced Technical Proposal has been determined to have met the criteria.

D. The criteria to be used in the evaluation of the un-priced Technical Proposal shall be as described in Section 4.

1.3 Preferred Qualifications and Performance Expectations

A. The successful bidder must possess a Commercial Electrical License (L-11) or shall be properly licensed to complete the work contained within the Project Specifications and Project Documents per the Arizona Registrar of Contractors.

B. The successful bidder must possess a Citect Scada Certified Professional" (CSCP) OR must demonstrate mastery of the basic configuration techniques of Citect Scada.

C. The firm shall complete the work within 30 calendar days after receiving an approved work order.

D. The work shall utilize parts and materials that are standardized and modular to the fullest extent possible and for which replacement parts are readily available.

E. The bidder and/or manufacturer shall provide a minimum two (2) year warranty for parts and installation and shall include replacement parts, service, repair and re-installation if necessary. Warranties in excess of the minimum will be considered in evaluating the best value for the City by the Review Committee.

F. The successful bidder will be called upon to provide on-call emergency services to existing water and wastewater controls systems. To meet the on-call requirement, the service provider must reside within two (2) hour driving time of the City of Prescott.

1.4 Questions

Questions regarding the project shall be submitted to:

City of Prescott Public Works
Joel Berman
433 N. Virginia Street
Prescott, AZ 86301
(928) 777-1130
joel.berman@prescott-az.gov

Answers to questions that result in a clarification or an addendum will be sent to all planholders.

Questions will not be taken less than 5 business days prior to deadline.

1.5 Preparation Costs

The City shall not be responsible for statement preparation costs, or for costs including attorney fees associated with any challenge (administrative, judicial or otherwise) to the determination of the qualified bidders, award of contract or rejection of any proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

1.6 Proprietary Material

A Proposer shall clearly mark any proprietary information contained in its proposal with the words "proprietary information." Proposer shall not mark any Solicitation Form (materials contained within the Priced Bid Package) as proprietary.
Proposers should be aware that the City is required by law to make its records available for public inspection. The Proposer, by submission of materials marked proprietary, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Proposer in the event that the City must legally disclose these materials.

1.7 Multiple Proposals

A Proposer may submit multiple proposals for any solicitation however; each proposal must be submitted separately (in its own complete package) from the others.

SECTION 2. RULES GOVERNING COMPETITION

2.1 Examination of Un-priced Technical Proposals

Proposers should carefully examine the entire Invitation to Bid, any addenda thereto, and all related materials and data referenced in the Invitation to Bid. Proposers should become fully aware of the nature of the work and the conditions likely to be encountered in performing the work.

2.2 Signature Requirements

All proposals and bid submittals must be signed. An officer or other agent of a corporate firm, if authorized to sign Contracts on its behalf; a member of a partnership; the owner of a privately-owned firm; or other agent if properly authorized by a Power of Attorney or equivalent document may sign the proposal. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

2.3 Multi-Step Sealed Bids Submission

Firms must submit one (1) envelope or package containing six (6) copies of the Un-priced Technical Proposal

Un-priced Technical Proposals must be received by the City prior to 2:00 pm Thursday, June 14, 2012, at the office of the Public Works Department. The proposal must be plainly identified as "Un-priced Technical Proposal for the On-Call Water & Wastewater Controls Integration Services" and delivered or mailed to:

Public Works Director
433 N. Virginia Street
Prescott, AZ 86301

2.4 News Releases

News releases pertaining to the award resulting from request for statements of qualifications shall not be made without prior written approval of the Public Works Director.

2.5 Disposition of Proposals

All materials submitted in response to this request for statement of qualification become the property of the City of Prescott. One copy shall be retained for the official files of Public Works and will become public record after award of the Contract.

2.6 Modification/Withdrawal of Proposals

A respondent may withdraw a response to this invitation at any time prior to the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new or modified statement of qualification

prior to the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final Un-priced Technical Proposal or Priced Bid cannot be changed or withdrawn after the time designated for receipt, except for modifications requested by Public Works after the date of receipt.

2.7 Oral Change/Interpretation

No oral change or interpretation of any provision contained in this request for bids are valid whether issued at a pre-proposal conference or otherwise. Written addenda will be issued when changes, clarifications, or amendments to proposal documents are deemed necessary by Public Works.

2.8 Late Submissions

UN-PRICED TECHNICAL PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED.

2.9 Rejection of Statements of Qualifications

The City reserves the right to reject any or all Multi-Step Sealed Bids if determined to be in the best interest of the City.

2.10 Incorporation of Solicitation and Response in Agreement

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

Section 3.0 Un-priced Technical Proposal Format

3.1 The Un-priced Technical Proposal shall include:

A. The firm's location.
B. The names of the field service personnel and members of the project team that will perform the repairs. A brief resume of each of the project team members describing their experience and background.
C. A brief description of project(s) of a similar nature which the project team has been involved in.
D. A listing of all sub-consultants to be utilized on the project, and a description of their role (percentage of work, tasks to be completed, etc.).
E. Commissioning and start-up procedures that will be performed by the firm.
F. List of assumptions and exclusions

Section 4 Priced Bid Package Format

4.1 The Priced Bid Package shall be submitted <u>only upon request from the City of Prescott</u> and notified that their Un-priced Technical Proposal has been determined to have met the criteria set forth herein.

4.2 Priced bids shall be completely filled out in conformance with the documents and shall be signed by a duly authorized representative of the company.

4.3 The Priced Bid package shall include the Priced Bid Schedule, Proposal form, and Bidder's Affidavit all properly filled out signed and notarized in the appropriate places.

Section 5 Evaluation of Un-priced Technical Proposal (Step I)

5.1 Un-priced Technical Proposals will be evaluated by a Review Committee appointed by the City for this project. The proposal must demonstrate specific projects completed in Arizona within the past 5 years with experience in the following areas:

A. PLC programming of water and wastewater applications using all PLC's and Rockwell Software.

B. Setting up licensed and unlicensed radios to integrate with a radio base telemetry system with Transmission Control Protocol (TCP) and Internet Protocol (IP).

C. Program experience of HMI user interface with Citect software products.

D. Program alarm interface with Spector Instruments Win 911.

E. Design, build and install electric panels. Proposal must include a certified panel shop and show examples of work completed in the past.

F. Provide as-built drawings of work designed and installed utilizing computer aided design software.

G. Provide emergency on-call services for diagnostic, implementation, and repairs. The candidate must be available 24/7 and have good communication skills to resolve problems over the phone

H. Control system modifications and upgrades. Examples include modifications to SYMAC PLC, panel upgrades, Modicon to Allen Bradley conversion.

I. Installation and modifications to existing electrical gear at lift stations, pump stations, wells, boosters, and other water and wastewater facilities, including but not limited to, soft starts, variable frequency drives, motor control cabinets, and incorporation of PLC's into older motor controls.

J. Electrical tie-ins. Must be comfortable and versed in all voltages from 12 volts up to 4,160 high voltage.

K. Overall quality of the Proposal, evidencing interest in the project

5.2 The Review Committee will evaluate the Un-priced Technical Proposals and rank them only as "Meets Criteria" or "Does Not Meet Criteria". Only those firms that "Meet Criteria" will move to Step II.

Section 6 Priced Bid Package Opening (Step II)

After completion of the evaluation process, the City will notify firms whether they have been determined to have met the criteria and will request Priced Bid Packages from selected firms. Upon notification, firms will have twenty on (21) calendar days to submit their Priced Bids.

The Review Committee will evaluate those Priced Bids and will recommend the Priced Bid for award of a contract which has the Best Value when the price, warranty, maintenance and other factors have been taken into account.

City Council approval is required for the award of any individual contract in the amount of $10,000 or more.

Attachment A Priced Bid Schedule (To be submitted only upon written request by the City of Prescott)

Attachment B Proposal Form, (To be submitted only upon written request by the City of Prescott)

Attachment C Bidder's Affidavit (To be submitted only upon written request by the City of Prescott)

Attachment D Anticipated List of Projects

Attachment A

Bid Schedule

Pay Item	Pay Item Description	Hourly Rate	Estimated Hours	Total
1	Program PLC with Rockwell Software	$ 125	500	$ 62500
2	Integrate a radio based telemetry system.	$ 125	200	$ 25000
3	Program HMI user interface with Citect software products.	$ 125	500	$ 62500
4	Program alarm interface with Spector Instruments Win 911.	$ 125	200	$ 25000
5	Design electric panel and install.	$ 125/85	200	$ 21000
6	Provide as-built drawings of work designed and installed.	$ 85	100	$ 8500
7	Provide emergency on-call services.	$ 125	100	$ 12500
8	Contract Allowance	N/A	N/A	$10,000
	Subtotal	N/A	N/A	$ 227000
9	Parts and Materials	Cost + 18 %	N/A	N/A

To **only** be completed after the City notifies firms that they have met the criteria.

* SEE ATTACHED SHEET FOR CLARIFICATION

TOTAL BID: TWO HUNDRED TWENTY SEVEN THOUSAND + MATERIALS + EXPENSES
(Written Words)

Signature of ~~Company~~ Official

SALES ENGINEER
Title

QUANTUM INTEGRATED SOLUTIONS
Company Name

480-699-7124
Phone Number

2141 E BROADWAY RD SUITE 217
Address

480-699-7128
Fax Number

TEMPE, AZ
City/State

85282
Zip Code

ESTIMATED COST BREAKDOWN

TASK #	DESCRIPTION	SR ELECTRICAL ENGINEER PE	CONTROLS ENGINEER	CAD DESIGNER	CLERICAL	TOTAL HOURS
1	Program PLC with Rockwell Software		500			500
2	Integrate a radio based telemetry system		200			200
3	Program HMI user interface with Citect software		500			500
4	Program alarm interface with Win911		200			200
5	Design electric panel and install		100	100		200
6	Provide as-built drawings of work designed and installed			100		100
7	Provide emergency on-call services		100			100
8	Contract Allowance					$10,000
9	Parts & Materials (cost + 18%)					
	TOTAL MAN HOURS	0	1,600	200	0	1,800
	LABOR RATE/HR	$155	$125	$85	$65	
	COSTS	$0	$200,000	$17,000	$0	$217,000

	Expenses Estimate:					
Hotel	estimate per night	$75	nights	0		$0
Per Diem	per day (per GSA Schedule for Prescott, AZ)	$66	days	0		$0
Mileage	standard vehicle	$0.555	miles	0		$0
Mileage	equipment 4x4 truck with antenna trailer	$3.50	miles	0		$0
Travel Time	portal to portal		hours	0		

Clarifications:

Labor rates for 8AM to 5PM Monday-Friday
Labor rates for evenings, nights, weekends, holidays 1.5X rate
Travel time billed at rates, portal to portal
4 hours minimum billing for onsite work, 1 hour minimum for telephone/email support
GSA per diem rates apply based on jobsite ZIP code
Hotel expenses billed at cost
Material at cost plus 18%
Sales Tax - prepaid and add
Freight for materials - prepaid and add

7/13/12

Attachment B

Proposal

Place: TEMPE, AZ

Date: JULY 13, 2012

Proposal of QUANTUM INTEGRATED SOLUTIONS
(Name)

Corporation organized and existing under the laws of the State of Arizona; a partnership consisting of _____ or an individual trading as _____

TO THE HONORABLE MAYOR AND COUNCIL
CITY OF PRESCOTT
PRESCOTT, ARIZONA

Ladies and Gentlemen:

The Undersigned hereby proposes and agrees to furnish any and all required labor, material, construction equipment, transportation, and services for completion of On-Call Water & Wastewater Controls Integration Services, in strict conformity with the plans and specifications, at the total bid price of: TWO HUNDRED TWENTY SEVEN THOUSAND Dollars ($ 227,000).

The Undersigned hereby declares that he has visited the site and has carefully examined the Contract Documents relating to the work covered by the above bid or bids.

In the event that the contract and bonds and certificates of insurance required are not furnished to the City within the time required, then and in that event the City may retain from the bid bond an amount, not to exceed the amount of the bid bond, representing the difference between the amount specified in the proposal or bid, and such larger amount that the City in good faith contracts with another party to perform the work covered by the proposal or bid.

The undersigned hereby declares, as bidder, that the only persons or parties interested in this PROPOSAL as principals are those named herein; that no elected official or employee of the City is in any manner interested directly or indirectly in this PROPOSAL or in the profits to be derived from the Contract proposed to be taken, other than as permitted by law; that this bid is made without any connection with any other person or persons making a separate bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the NOTICE INVITING BIDS and the INFORMATION FOR BIDDERS hereto attached, and as more fully described in the attached contract and specifications, and agrees to furnish the items and perform the work called for in accordance with the provisions of said form of Contract and the Specifications and to deliver the same within the time stipulated herein, and that he will accept in full payment therefore the total bid price named in this Proposal.

The bidder shall be an A-General Engineering contractor properly licensed at the time of bidding to perform construction in connection with fixed works, including streets, roads, power and utilities plants, dams, hydroelectric plants, sewage and waste disposal plants, bridges, tunnels, and overpasses and shall also be licensed to perform work within residential and commercial property lines, or shall be properly licensed to sub-contract residential or commercial work, as may be required in the Scope of Work.

Any bid submitted without the proper contracting license to perform the required work shall be considered non-responsive and rejected.

The bidder further agrees that, upon receipt of written notice of the acceptance of this PROPOSAL, he will execute the Contract in accordance with the PROPOSAL as accepted and furnish the required bonds TEN (10) days from the date of mailing of said notice of award to him at his address as given below, or within such additional time as may be allowed by the City; and that upon his failure or refusal to do so within said time, then the certified or cashier's check or bid bond accompanying this bid shall be cashed or enforced and the money payable pursuant thereto shall be forfeited to and become the property of the City as liquidated damages for such failure or refusal; provided that if said bidder shall execute the Contract and furnish the required bonds within the aforesaid time, his certified or cashier's check, if furnished, shall be returned to him within three (3) days thereafter, and the bid bond, if furnished, shall become void.

Bidder understands and agrees that the City reserves the right to reject any or all bids and to waive any informality in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

Bidder acknowledges receipt of the following Addenda: NONE

The undersigned is the holder of Arizona State Contractor's License No. and Classification: 220363 A

Respectfully submitted,

QUANTUM INTEGRATED SOLUTIONS
Bidder

By: PATRICK KELLY Patrick Kelly

Title: SALES ENGINEER

Bidders Address, Telephone and Fax Number:

2141 E BROADWAY RD STE 217
TEMPE AZ 85282
480-699-7124 PHONE
480-699-7128 FAX

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

THOMAS RESKI - PRESIDENT
DON CAMPBELL - VP

Attachment C

Bidders Affidavit

On-Call Water and Wastewater Controls Integration Services

State of ARIZONA)
) ss.
County of Maricopa)

Thomas M. RESKI, being first duly sworn, deposes and says:

That he/she is PRESIDENT (Title) of QUANTUM (Bidder)

who submits herewith to the City of Prescott, Arizona, a proposal:

That all statements of fact in such proposal are true;

That said proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Prescott, Arizona, or of any bidder or anyone else interested in the proposed contract; and further,

That prior to the public opening and reading of proposal, said bidder:

1. Did not directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
2. Did not directly or indirectly collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposals;
3. Did not in any manner, directly or indirectly, seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
4. Did not, directly or indirectly, submit his proposed price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association organization, bid depository or to any member or agent thereof, or to any individual or group of individuals, except the City of Prescott, Arizona, or to any person or persons who have a partnership or other financial interests with said bidder in his business.

By: Thomas Reski

SUBSCRIBED AND SWORN to before me by THOMAS RESKI this 16th day of July, 2012.

Myrna Ramirez
Notary Public

12/26/2015
Commission Expires

MYRNA RAMIREZ
Notary Public - Arizona
Maricopa County
My Commission Expires
December 26, 2015

AWARD AND EXECUTION OF CONTRACT

INSURANCE

A. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

VERIFICATION OF COVERAGE: Contractor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project and warranty period as set forth in Paragraph 3 of the "Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties". Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Public Works Department, 433 N. Virginia Street, Prescott, AZ 86301. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

C. Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

Commercial General Liability – Occurrence Form –

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage.

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

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

"The City of Prescott shall be named as an additional insured with respect to liability arising out the activities performed by, or on behalf of the Contractor including Completed Operations", using form CG2011 (10/01 and CG 2037 (10/01), or equivalent.

D. Such policy shall not exclude coverage for the following:

1. Injury to or destruction of any property arising out of the collapse of/or structural injury to any building or structure due to grading of land, excavation, borrowing, filling, backfilling, tunneling, pile driving, cofferdam work or caisson work.
2. Injury to or destruction of wires, conduits, pipes, mains, sewers, or other similar property or any apparatus in connection therewith, below the surface of the ground, if such injury or destruction is caused by and occurs during the use of mechanical equipment for the purpose of grading of land, paving, excavating, drilling; or injury to or destruction of any property at any time resulting there from.
3. Injury to or destruction of any property arising out of blasting or explosion.
4. Motor vehicle public liability and property damage insurance to cover each automobile, truck, and other vehicle used in the performance of the Contract in an amount of not less than $1,000,000.00 for one person, and $1,000,000.00 for more than one person, and property damage in the sum of $1,000,000.00 resulting from any one accident which may arise from the operations of the Contractor in performing the work provided for herein.

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

F. The Contractor shall secure "all risk"-type builder's risk insurance for work to be performed. Unless specifically authorized by the City, the amount of such insurance shall not be less than ONE HUNDRED PERCENT (100%) of the contract price. Such policy shall include coverage for earthquake, landslide, flood, collapse, or loss due to the results of faulty workmanship, during the contract time and until final acceptance of work by the City.

G. Worker's compensation insurance –

Statutory

Employers Liability

Each Accident - $1,000,000

Disease – each employee - $1,000,000

Disease – policy limit - $1,000,000

a. Policy shall contain a waiver of subrogation against the City of Prescott.
b. This requirement shall not apply when a Contractor or Subcontractor is exempt under A.R.S. section 23-901, and when such Contractor or Subcontractor executes the appropriate sole proprietor waiver form.

NOTICE TO PROCEED. The Contractor or subcontractor shall not work on any part of the project or incur any expenses or obligations until a Notice to Proceed has been issued by the City. The Notice to Proceed will be sent to the Contractor by first class mail or delivered to him in person.

ASSIGNMENT OF PAYMENTS. MAG Specifications, Section 109.3, including assignment of contract clause included in the "Information for Bidders" in this set of specifications.

INFORMATION FOR BIDDERS

PROPOSAL. All standard specifications and details referenced unless otherwise noted shall conform to all the City of Prescott Department of Public Works Standard Specifications and Detail Drawings, most current revision, and to the most current edition of the Uniform Standard Specifications and Details for Public Works Construction by the Maricopa Association of Governments, Arizona, including revisions thereto.

BIDDING REQUIREMENTS AND CONDITIONS. MAG Specifications, Sections 102.1 through 102.13, including: Bids shall be delivered to the office of the City Clerk, City of Prescott, Arizona, before the day and hour set for the submittal of bids in the Notice Inviting Bids as published. Bids shall be enclosed in a sealed envelope bearing the title of the work and the name of the bidder. It is the SOLE responsibility of the bidder to see that his bid is received in proper time. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

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

I, the undersigned hereby certify the prices bid for the_____Project have been reviewed and I hereby confirm work can be completed in accordance with the requirements of the contract documents, plans and specifications in the total bid amount of $_____ as stated in the Bidding Schedule.

SUBCONTRACTORS LIST BID FORM. The Subcontractors List Bid Form must be completed, attached and submitted along with the Bidding Schedule.

BID SECURITY. A bid bond in the amount of 10% of the bid shall be required at the time the bid or proposal is submitted, in accordance with ARS Section 34-201(A)(3).

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

INTERPRETATION OF PLANS AND DOCUMENTS. MAG Specifications, Section 102.4, including: If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the Plans, specifications, or other proposed Contract Documents, or finds discrepancies in or omissions from the Plans or Specifications, he shall submit to the City of Prescott Public Works Director a written request for an interpretation or correction thereof no later than five working days before bid or proposal opening. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents will be made or delivered to each person receiving a set of such documents. Interested bidders may call or visit the office of the City of Prescott Public Works Director with any questions up to 5:00 PM on the last Thursday prior to the bid opening date. The City of Prescott will no longer address or interpret any general questions or comments after 5:00 PM on the last Thursday prior to the bid opening date. Comments or questions received after the above referenced time will not be given consideration by the Department. Should any issue be determined significant to the project by the Public Works Director, appropriate action will be taken. Voice: (928) 777-1130; TDD (928) 777-1100.

AWARD AND EXECUTION OF CONTRACT. MAG Specifications, Section 103.1 through 103.8, Award of Contract, first paragraph, 103.1, to be revised as follows:

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

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

PLANS AND SPECIFICATIONS TO SUCCESSFUL BIDDER. The successful bidder may obtain six (6) sets of Plans and Specifications for this project at no extra cost. If he desires more than the six (6) sets, he may purchase

additional sets of Plans and Specifications from the Public Works Director at the cost set forth in the Notice Inviting Bids.

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

INDEMNIFICATION OF CITY AGAINST LIABILITY. The Contractor agrees to defend, indemnify and hold harmless the City of Prescott, and its employee officers, agents and representatives from all suits, including attorneys' fees and cost of litigation, actions, loss, damage, expense, cost or claims, of any character or any nature arising out of the work done in fulfillment of the construction of the improvement under the terms of this contract or on account of any act, claim or amount whether arising or recovered under Workmen's Compensation law, or arising out of the failure of the Contractor or those acting under Contractor to conform to any statutes, ordinance, regulation, law or court decree. It is the intent of the parties to this contract that the City of Prescott shall, in all instances, be indemnified against all liability, losses and damages of any nature whatever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the performance of this contract, whether the liability, loss or damage is caused by, or alleged to be caused in whole or in part by the negligence or fault of the Contractor or of its officers, agents or employees, or subcontractors.

DEFINITIONS. According to MAG Specifications, Section 101.2, including:

A. AWARD: The formal action of the governing body in accepting a proposal.

B. BID SECURITY: Refers to the certified check, cashier's check, or surety bond, which is required to be submitted with the proposal to insure execution of the contract and the furnishing of the required bonds.

C. CITY: City of Prescott

D. CITY'S REPRESENTATIVE: The authorized representative of the City, which may be an individual or a firm, or his assistants assigned to the project work, the project site, or any part thereof during the performance of the work by the Contractor and until final acceptance.

E. PUBLIC WORKS DIRECTOR: The City of Prescott Public Works Director or his designee, representative or assistants.

F. DESIGN ENGINEER: The firm or person and his properly authorized assistants, designated by the City to prepare Plans and Specifications for the work.

G. NOTICE TO BIDDERS: Refers to the standard forms inviting proposals or bids.

ADDENDA. MAG Specifications, Sections 102.1 through 102.13, including: Any Addenda issued during the time of bidding, forming a part of the documents issued to the bidder for the preparation of his bid, shall be covered in the bid and shall be made a part of the contract.

CONTRACT

On-Call Water & Wastewater Controls Integration Services

THIS AGREEMENT, made and entered into this **14th** day of **August, 2012** by and between **Quantum Integrated Solutions/Engineering, Inc.** of the City of **Tempe**, County of **Maricopa**, State of Arizona, hereinafter designated "Contractor", and the City of Prescott, a municipal corporation, organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated "City".

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

ARTICLE I - SCOPE OF WORK: The Contractor shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the construction of the project described as City of Prescott: On-Call Water & Wastewater Controls Integration Services and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City through its Engineers and under the direction and supervision of the Public Works Director, or his properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Engineers for the City, and with such written modifications of the same and other documents that may be made by the City through the Public Works Director or his properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Plans, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of **August 14, 2012,** Performance Bond, Payment Bond, Certificate of Insurance and Contract Amendments, if any, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, and to fully complete the same within one hundred twenty (120) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General Conditions.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of **two hundred twenty seven thousand dollars and no cents ($227,000.00)**, plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents. Retention shall be in accordance with Arizona Revised Statutes Section 34-221.

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

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

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

prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, and Executive Orders 99-4 and 2000-4 as amended.

ARTICLE VIII - INDEPENDENT CONTRACTOR STATUS: It is expressly agreed and understood by and between the parties that the Contractor is being retained by the City as an independent contractor, and as such the Contractor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which other City employees are entitled other than that compensation as set forth in Article IV - Compensation above. As an independent contractor, the Contractor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent contractor, the Contractor further agrees that he will conduct himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

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

ARTICLE XI – OTHER WORK IN PROJECT AREA

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

ARTICLE XII - BONDS

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

B. Contractor shall also obtain a payment bond, pursuant to the provisions of ARS Section 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.

C. All bonds must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to the applicable bid bond, payment bond and performance bond. In addition, depending upon the nature of the contract and amount thereof, the City Manager may also require insurance companies and/or bonding companies to have an "A" rating or better with Moody's or A.M. Best Company, and/or to be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the audit staff, Bureau of Accounts, US Treasury Department.

ARTICLE XIII - CONTRACTOR IMMIGRATION WARRANTY

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only

applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

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

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

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

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

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

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

ARTICLE XIV - MISCELLANEOUS

A. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

B. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

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

ATTEST:

QUANTUM INTEGRATED SOLUTIONS / ENGINEERING, INC.

_____
Witness, if Contractor is an Individual

_____
Contractor

By: _____

Title: _____

City of Prescott, a municipal corporation

_____
Marlin D. Kuykendall, Mayor

Attest:

Approved as to Form:

_____
Lynn Mulhall, City Clerk

_____
Eugene Neil, Interim City Attorney

III.M

COUNCIL AGENDA MEMO – August 14, 2012

DEPARTMENT: Public Works

AGENDA ITEM: Approval of a professional services agreement with Lyon Engineering & Surveying, Inc., for engineering and construction support services for the Side Road Connector Roundabout at State Route 89 in an amount not to exceed $257,900.00

Approved By:		**Date:**
Department Head:	Mark Nietupski	8/6/2012
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell Craig McConnell	8-7-12

Item Summary

This item is for approval of a contract with Lyon Engineering & Surveying, Inc., for engineering and construction support services for the Side Road Connector Roundabout at State Route 89. The roundabout intersection, to be located at the southern boundary of the Phippen Museum, will improve safety and traffic operations for ingress and egress to lands east and west of SR 89. Design of a new trailhead parking lot, planned west of SR 89, is also included in the scope of work. Recent completion of trail connectivity has increased parking and recreational traffic at this location. The planned facilities are identified on the attached location map.

Background

A traffic analysis supported the suitability of a roundabout for the intersection of State Route 89 and the Side Road Connector. This configuration is preferred due to the enhanced safety it will afford versus a conventional signalized intersection. Roundabouts have been proven to significantly reduce high speed T-bone type collisions and severe injury accidents.

The project scope of work includes:

- Construction of a four-leg roundabout on SR89 at the Side Road Connector. The conceptual plan depicts a two lane roundabout with a bypass right lane for northbound traffic to exit east to Centerpointe South. Approaches to the roundabout will be designed with transitions/tapers as presented in the preliminary design report. The east leg of the roundabout will be extended past a relocated driveway access to the Phippen Museum.

- A parking lot immediately west of the roundabout, for trail users, has been identified in the Parks Capital Improvement Plan. The parking area will accommodate 30-40 vehicles.

Agenda Item: Approval of a professional services agreement with Lyon Engineering & Surveying, Inc., for engineering and construction support services for the Side Road Connector Roundabout at State Route 89 in an amount not to exceed $257,900.00

- A new box culvert with increased capacity will be provided, also accommodating trail users crossing State Route 89 (east-west), as an alternative to the at-grade pedestrian crossing.

- Ancillary infrastructure improvements will include extending the existing 12" ductile iron water main on the east side of SR89 easterly to provide a future looped water distribution system as well as providing water and sewer extensions west of the roundabout for a future trailhead restroom at the parking area.

- Other project attributes will include earthwork, drainage improvements, pavement, curb/gutter, landscaping, lighting, signage, and striping.

Procurement

The City formally solicited and received Statements of Qualifications from five (5) firms for engineering design services. Pursuant to professional services selection procedures, the respondents were ranked based on their Statements of Qualifications, with the three highest firms interviewed to determine the final ranking. Lyon Engineering & Surveying, Inc., emerged as the top ranked firm for this project based on criteria including experience, qualifications, and interview responses. The detailed scope of services and fees were negotiated thereafter.

Schedule

Design of the Side Road Connector roundabout at State Route 89 is anticipated to take 9 months with final plans being completed prior to June 2013. Construction will follow in 2013.

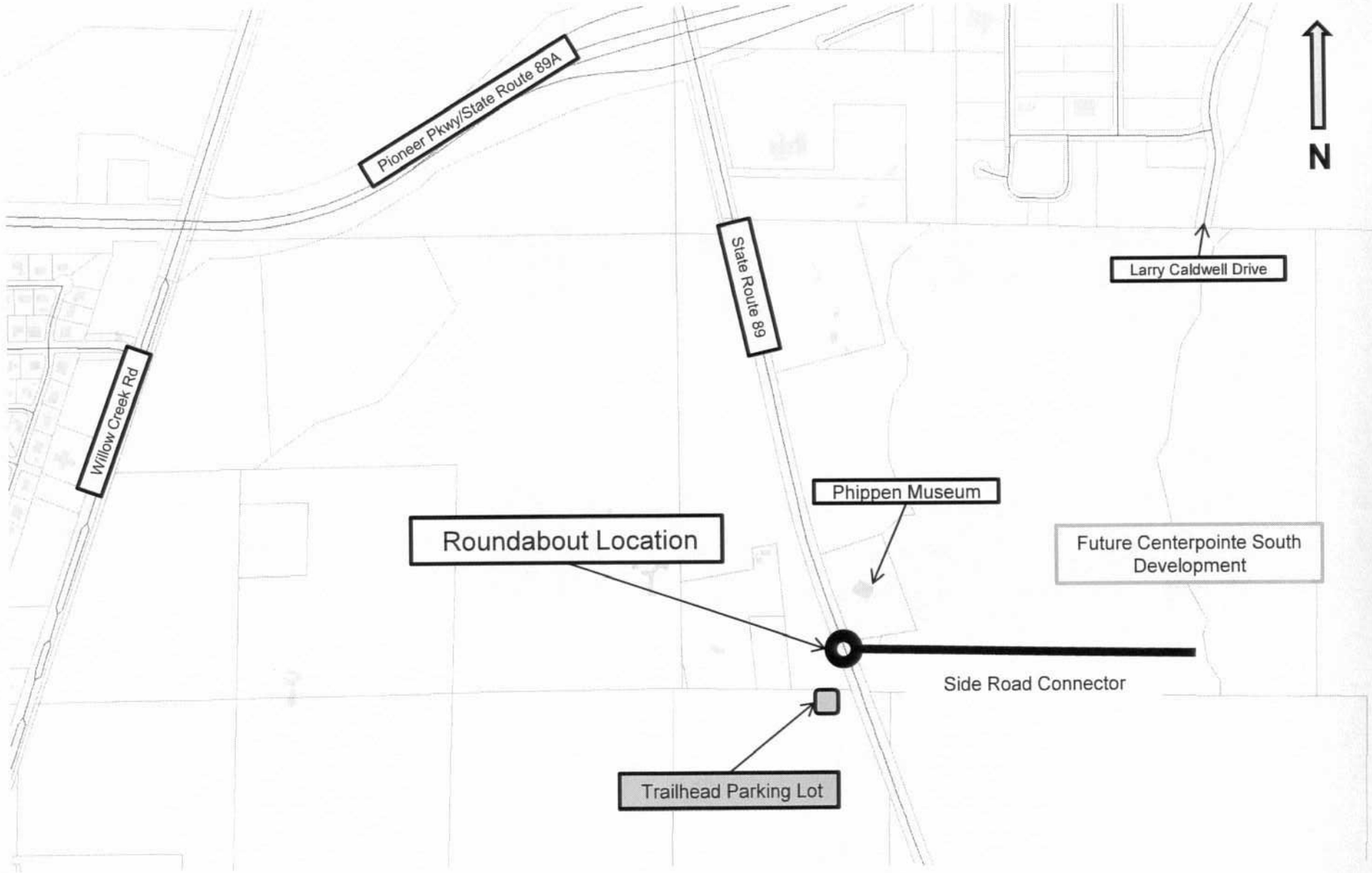
Budget

FY13 funding was budgeted and is available for the Side Road Connector Roundabout Project from the One Cent Sales Tax for Streets and Open Space

Attachments Location Map
Scope of Work and Fee Proposal

Recommended Action: **MOVE** to approve a professional services agreement with Lyon Engineering & Surveying, Inc., for engineering and construction support services for the Side Road Connector Roundabout at State Route 89 in an amount not to exceed $257,900.00.

Side Road Connector Roundabout at State Route 89



CITY OF PRESCOTT
Everybody's Hometown

Professional Services Agreement

Side Road Connector Roundabout at State Route 89

WHEREAS, the City of Prescott (hereinafter referred to as "City") is in need of certain services; and

WHEREAS, Lyon Engineering (hereinafter referred to as "Engineer"), has expertise in the design of connector roundabouts.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, 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 Engineer shall provide the services to the City in relation to Sid Road Connector Roundabout at State Route 89 as indicated in Exhibit "A" (Request for Statements of Qualifications, Engineer's Scope of Work, Task and Fee Estimate, and Project Schedule) and as requested by the City of Prescott Public Works Director.
2. In addition to those services identified in Paragraph 1 above, the Engineer shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary to the full and effective performance of the tasks specifically referenced.
3. The Engineer shall provide sufficient qualified personnel to perform any and all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Engineer's project schedule identified in the attached Exhibit "A".
5. Notwithstanding the foregoing, this Agreement may be terminated by both parties upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Engineer shall be paid for authorized services satisfactorily performed to the date of Engineer's receipt of such termination notice.
6. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
7. 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 the 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 Engineer to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in 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.

8. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

Public Works Director City of Prescott Box 2059 Prescott, AZ 86302	Lyon Engineering 1650 Willow Creek Rd. Prescott, AZ 86301

9. It is expressly agreed and understood by and between the parties that the Engineer is an independent Engineer, and, as such, Engineer shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent Engineer, Engineer further acknowledges that it is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this Agreement. As an independent Engineer, Engineer further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

10. This Agreement is non-assignable by the Engineer unless by subcontract, as approved in advance by the City.

11. (A) The City shall pay to Engineer a total sum of two hundred fifty seven thousand nine hundred dollars and no cents ($257,900.00) for all services specified in Sections 1 and 2 of this Agreement, as specified in Exhibit "A".

    (B) The foregoing sum includes payment for any and all services to be rendered Engineers or sub-Engineers, which the Engineer may employ for this Contract. It is expressly agreed by and between the parties that the Engineer is solely responsible for any and all payment to such any other Engineers or sub-Engineers retained by the Engineer.

    (C) Payment of the total amount provided for under Section 10 (A) shall not relieve Engineer of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Engineer shall charge and City shall pay Engineer in accordance with Exhibit "A".

    (D) Prior to the final payment to the Engineer, the City shall deduct therefrom any and all unpaid privilege, license and other taxes, fees and any and all other unpaid monies due the City from the Engineer, and shall apply to those monies to the appropriate accounts. Engineer shall provide to the City any information necessary to determine the total amount(s) due.

    (E) The Engineer shall bill the City monthly for the fee due the Engineer, based upon an hourly rate for work completed for each itemized task pursuant to this Agreement and Exhibit "A" during the billing period. City shall pay such billings within thirty (30) days of the date of their receipt.

12. 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 negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

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

14. All work products of the Engineer for this Project are instruments of service for this Project only and shall remain the property of the City whether the Project is completed or not. All plans, drawings,

specifications, data maps, studies and other information, including all copies thereof, furnished by the City shall remain the property of the City. They are not to be used on other work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the work.

15. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. The Engineer further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

16. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. Section 12-341.01(A) and (B), or pursuant to any other state or federal statute. The Engineer further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

17. This Agreement represents the entire and integrated Agreement between the City and the Engineer and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Engineer. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

18. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

19. The Engineer 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 the Engineer's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Engineer further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Engineer has or may have against the City, its agents or employees, arising out of or in any way connected with the Engineer's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

20. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.

21. (A) Changes in Work: The City, without invalidating the Contract, may order extra work, make changes by altering, or delete any portion of the work as specified herein, or as deemed necessary or desirable by the Public Works Director. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or extra work.

    (B) Extra work shall be that work not indicated or detailed on the Scope of Work and not specified. Such work shall be governed by all applicable provisions on the Contract Document.

(C) In giving instructions, the Public Works Director shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Public Works Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

(D) Payment for any change ordered by the Public Works Director which involves work essential to complete the Contract, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

(E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written order issued by the Public Works Director, which shall be written so as to indicate acceptance on the part of the Engineer as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Engineer to proceed with the items in question to be reimbursed pursuant to the unit prices in the Engineer fee proposal.

(F) If the Engineer claims that any instructions involve extra cost under this Contract, it shall give the Public Works Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the work. No such claim shall be valid unless so made. The Engineer shall do such extra work therefor upon receipt of an accepted Contract Amendment or other written order of the Public Works Director and in the absence of such Contract Amendment or other written order of the Public Works Director, the Engineer shall not be entitled to payment for such extra work. In no case shall work be undertaken without written notice from the Public Works Director to proceed with the work. All Contract Amendments must be approved by the Public Works Director. Contract Amendments over $10,000.00 must be approved by City Council.

22. (A) The Engineer shall obtain and maintain in effect during the term of, and until final acceptance of all work under this Agreement a policy or policies of liability insurance with limits of $1,000,000. Liability insurance shall provide the following coverage:
    1) Commercial General Liability ("explosion, collapse, and underground", and "products/completed operations" coverage may be excluded.)
    2) Errors and Omissions (professional malpractice)
    3) Automobile Liability.

    (B) City and Engineer waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-Engineers and employees for damages covered by property insurance during and after completion of the Services.

    (C) All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

    (D) Prior to commencing work under this Agreement, the Engineer shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by ARS 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

23. The Engineer, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-Engineers, including procurement of materials and leases of equipment. The Engineer will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of

the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975.

24. Contractor Immigration Warranty

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

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

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

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

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

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

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

25. Engineer shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional under similar circumstances.

26. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Engineer.

27. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

Dated this _____ day of _____, 2012.

City of Prescott, a municipal corporation

_____

Marlin Kuykendall, Mayor

ENGINEER

_____

Lyon Engineering

By: _____

Title: _____

ATTEST:

_____

Kim Webb, Interim City Clerk

APPROVED AS TO FORM:

_____

Gene Neil, Interim City Attorney

Exhibit "A"

Side Road Connector Roundabout at State Route 89
City Project No.CIP11-019
Scope of Work

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- Geotechnical – Ninyo & Moore
- Signage Design & Striping Quality Assurance – Stanley Consultants
- Electrical – Wright Engineering
- Biological – Biozone, Inc.
- Archeological – EnviroSystems, Inc.
- Landscaping – Mark Di Lucido, RLA
- Structural Design and Inspection – Core Structure Group, LLC

Appendix B – Consultant Fees

Overview

Design services for the City of Prescott (City) Side Road Connector Roundabout at State Route 89 Project (Project) will be performed by a consultant team led by Lyon Engineering & Surveying, Inc. (Engineer) & (Surveyor).

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

- Basic Services
  - Task Series 1000, Project Management
  - Task Series 2000, Pre-Design
  - Task Series 3000, Side Road Connector Roundabout Design
  - Task Series 4000, Post Design Engineering Services
- Special Services
  - Task Series 5000, Special Services
- Other Direct Costs
- Allowances

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

- Design of the Side Road Connector Roundabout at State Route 89
  - Grading and drainage design of roundabout to be based on geometric design provided by Roundabouts & Traffic Engineering, Inc. (RTE). RTE will supply the geometrics, signage & striping locations, and lighting locations specific to the roundabout design.
- Design of the widening of State Route 89 to accommodate the new roundabout design
  - Roadway design for the widening of State Route 89 approaching and leaving the roundabout per the lane and taper lengths specified by RTE.
  - It is anticipated that both the southbound and northbound dual approach lanes will be designed to extend to the limits of the existing dual approach lanes. Currently the dual to single lane tapers for north and southbound traffic terminate at or near the roundabout location. This equates to the design of approximately 1210 lineal feet of northbound approach lane widening and 1480 lineal feet of southbound approach lane widening.
  - Close coordination between the Engineer and Mr. Ron James will be required for potential right-of-way and/or easement acquisition.
- Design of a portion of Side Road east of the roundabout
  - Roadway design of Side Road to match the previous preliminary plan and profile design done for the Centerpointe South developers by the Engineer.
  - Roadway design to terminate just past the new access road location to the Phippen Museum parking lot, a distance of approximately 450 lineal feet.
  - Close coordination between the Engineer and the developer of Centerpointe South will be required.

- Design of a new access road to service the existing Phippen Museum parking lot
  - Close coordination between the Engineer and the Museum director will be required.
- Design of a new parking lot west of the roundabout containing 30 to 40 stalls for trail users
  - Design of the parking lot to include input from Parks & Recreation Department and Trail Users Association.
  - Design to be as unobtrusive to native trees and rock outcroppings as possible and practical.
- Design of a new box culvert crossing under State Route 89
  - Engineer to look at a minimum two (2) box culvert alternatives to accommodate drainage and pedestrian traffic.
  - OSHA, ADA, lighting, ventilation requirements and associated costs will be evaluated.
- Design of a water main extension
  - The main line extensions would run along the east side of State Route 89, would be stubbed out west of the roundabout for a future trailhead restroom, and would be stubbed out east of the roundabout for future extensions in Side Road.
- Design of a dry sewer main and manholes
  - The new sewer main begins west of the roundabout and extends eastward under the roundabout and within the Side Road extension.
  - Sewer services will be stubbed for future connections to the Phippen Museum and a trailhead restroom.
- Public and City Council Interaction
  - The Engineer will prepare exhibits and a presentation for two (2) public meetings to discuss the roundabout project.
  - The Engineer will prepare exhibits and a presentation for one (1) City Council meeting.
- Construction Administration Services
  - Provide engineering support during construction
  - Coordination with utilities and operations
  - Communication facilitation and documentation
  - Field Inspection
  - Testing
  - Record Drawings
- Permitting tasks will include developing applications, supporting documentation, coordination and obtaining the following permits (permit fees will be paid by the City directly):
  - ADEQ Wastewater Permitting
  - ADEQ Water Permitting

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

Firm	Services/Disciplines
Lyon Engineering & Surveying, Inc.	Prime Engineer, Project Management, Site Design, Civil Design, Land Surveying, Permitting, Construction Administration
Fann Environmental, LLC	Potholing
Stanley Consultants	Signage Design & Striping Design QA
Wright Engineering Corporation	Electrical, Lighting
Biozone, Inc.	Biological Assessment
EnviroSystems, Inc.	Archeological Assessment
Mark Di Lucido, RLA	Landscaping Design
Core Structure Group, LLC	Guard Wall Design & Structural Inspection

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.
- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing water, sewer, and roadways. The Engineer shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required support surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding City's utilities (existing and/or proposed) near the project site.
- Furnish copy of previous soils report (as available).
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.
- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Authorize Engineer to discuss project details with and obtain information from power company (APS). Authorization will not include decision-making by Engineer.
- Title reports for private and City properties per a list of parcels submitted by the Engineer.
- Design of the Roundabout as contracted with RTE.
- 2012 Cooper Aerial Topography and Imagery as available.

Basic Services

Task Series 1000 Project Management

Task 1100 General

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

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

Task 1200 Project Meetings

The Engineer will prepare and distribute a written summary and results of these meetings to the City and Project subconsultants. Action items and decisions shall be clearly identified in the minutes and summarized in logs that are updated monthly.

Subtask 1210 Kickoff Meeting

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

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

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

Subtask 1220 Design Phase Coordination and Workshop Meetings

The Engineer will conduct coordination and workshop meetings with the City to address technical, coordination and administrative issues related to the project. These meetings will also be used to conduct technical workshops, design submittal meetings, design review meetings, and project management meetings. The meetings are scheduled to take place over a period of 10 months, totaling a maximum of fifteen (15) meetings.

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

Subtask 1230 Submittal Review and Design Review Meetings

In addition to the project workshop meetings, the Engineer will conduct submittal and conflict resolution meetings at every design submittal (30%, 60%, 90%, Final). These meetings will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous redline comments to ensure that the City comments are being addressed. The design review meetings will occur after the City has reviewed the submittals and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

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

Subtask 1240 Private Stakeholder Meetings

The Engineer will attend at least two (2) meetings with each of the three identified private stakeholders in this project at the 30% and 90% design levels. The stakeholders included: Ron James of Deep Well Ranch, Vic Chapman of Centerpointe South, and Kim Villipando of the Phippen Museum. The Engineer will provide exhibits and drawings as necessary to explain the project to the stakeholders.

- **Deliverables:** Exhibits and Drawings, Meeting Notes

Subtask 1250 Public Open House Meetings and City Council Meetings

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

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

Subtask 1260 Coordination with Utility Companies

The Engineer will meet and coordinate with Utility Companies to determine what utilities may be impacted by the Project. Once the utilities in the vicinity are determined, the Engineer will submit plans for review to the utility companies at the 30%, 60%, 90% and Final design stages. A comment resolution meeting will be held at the 60% design level with the Engineer, utility companies and City staff.

- **Deliverables:** Plan set submittal at 30%, 60%, 90% and Final, Comment Resolution Meeting, Meeting Notes

Task 1300 Detailed Design Schedule

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

- **Deliverables:** Detailed Design Schedule

Task 1400 Coordination with Roundabouts & Traffic Engineering, Inc.

The Engineer will work closely with Mr. Scott Ritchie of Roundabouts & Traffic Engineering, Inc. (RTE) to coordinate his geometric, lighting, signage and striping design for the roundabout and lane configurations into the grading & drainage design. RTE will provide a peer review of the Engineer's roundabout grading & drainage design at 30%, 60%, 90% and Final design stages. Four (4) conference calls between the Engineer and City will be facilitated with RTE during the design process. The Engineer will facilitate two (2) comment resolution meetings with RTE and City staff.

Task 1500 Management of Subconsultants

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

The Engineer will also ensure timely completeness of subconsultants work and submittals relative to project milestones. The Engineer will be responsible for QA/QC of all subconsultant submittals.

Task Series 2000 Pre-Design

Task 2100 Preliminary Jurisdictional Delineation

The Engineer will provide the field and office work necessary to produce a Preliminary Jurisdictional Delineation (PJD) per the latest Corps of Engineers standards and Manuals. The PJD will determine the potential acreage of Waters of the United States on the potentially impacted private and City properties and will be used for Pre-Construction Notification requirement determination and future pursuit of a Corps of Engineers Nationwide Permit #14, if necessary. The following list details the items necessary per the Corps of Engineers:

a) PJD Application Form
b) Cover Letter
c) Parcel Deeds and Permission Letters
d) USGS Quad Map Exhibit
e) Vicinity Map

f) Project Narrative
g) Ground Photos
h) PJD Aerial Exhibit 24" x 36" (two copies)
i) Aerial Only Exhibits 24" x 36"
j) 11" x 17" reductions of PJD and Aerial Only Exhibits
k) Driving directions to the site from Phoenix and Prescott
l) FEMA Firmette Map
m) CD containing PDF's of all documents listed above
n) Submittal packet Preparation

- **Deliverables:** Complete PJD submittal package for the City and USACE review and approval

Task 2200 As-built Acquisition and Review

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

Task 2300 Field Walk of Blue Stake

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

Task 2400 Pothole Coordination

The Engineer will coordinate with the Pothole Subconsultant and Surveyor to ensure timely potholing and field survey of the utility locations determined in Task 2300.

Task Series 3000 Side Road Connector Roundabout Design

Task 3100 Conceptual Design

Subtask 3110 Field Data Import & Analysis

The Engineer will import and analyze the field data obtained from the field survey of the existing roadway, utilities, utility potholes, and drainage structures and analyze their location in relation to the proposed roundabout, Side Road Connector and parking lot design.

Subtask 3120 Design Development

This task will focus on the development of the base CAD file for use in the ultimate design. This file will also contain the necessary items per RTE's Task 2 in their scope of services.

- **Deliverables:** Base CAD file

Subtask 3130 30% Preliminary Design Package

Task Detail 3131 Preliminary Design Report

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

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

b) Roadway Analysis:
The Engineer will analyze the existing roadways including sight distance, design speed, pavement conditions and lane configurations. The Engineer will also provide a preliminary design analysis of the proposed roundabout, SR89 lane widening, Phippen parking lot access, proposed trailhead parking lot and access, and Side Road extension.

c) Drainage Analysis:
The Engineer will analyze the pre and post drainage basins that could potentially affect the project and provide a preliminary scour analysis for channel bottoms.

d) Box culvert alternatives analysis
The Engineer will analyze at a minimum two (2) box culvert alternatives to accommodate drainage and pedestrian traffic.

e) Water Analysis:
The Engineer will analyze the existing water model and add the proposed water main extension for analysis. A recommendation of pipe material and water main alignment will be included in the analysis.

f) Sewer & Effluent Analysis:
The Engineer will analyze the future sewer main alignment, slopes, and capacity and make recommendations of the size and materials to be used. The Engineer will analyze the potential conflict with the existing 24" Ameron effluent main and make recommendations for its tapping and realignment.

g) Environmental Permits
The Engineer will provide a list of the necessary environmental permits and a schedule for submittals.

h) Preliminary Jurisdictional Delineation:

The Engineer will provide a copy of the PJD performed under Task 2100 as a section in the Appendix of PDR.

i) Geotechnical Report:
The Engineer will provide a copy of the geotechnical report performed by Ninyo & Moore as a section in the Appendix of the PDR.

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

k) Electrical Service assessment:
The Engineer will provide a section assessing the availability of power from Arizona Public Service, the anticipated conduit sizes, and location of potential pull boxes and transformers.

l) Biological Assessment:
The Engineer will provide a copy of the biological assessment performed by Biozone, Inc. as a section in the Appendix of the PDR.

m) Archeological Assessment:
The Engineer will provide a copy of the archeological assessment performed by EnviroSystems, Inc. as a section in the Appendix of the PDR.

Task Detail 3132 Aerial Photograph

The Engineer will submit an aerial photograph based on the 2012 Cooper Aerial flight with catch points & preliminary right-of-way superimposed at 1-inch = 50-feet scale.

Task Detail 3133 30% Plan Set

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

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

b) Proposed preliminary improvements including:
   i. Roundabout intersection layout accompanied by the City roundabout checklist
   ii. SR89 lane configurations

iii. Trailhead parking lot access and configuration
iv. Side Road extension configuration
v. Phippen Museum access road
vi. Cut and fill catch points
vii. Wall locations
viii. Drainage structures
ix. Water mains, valves, air release valves and meter locations
x. Sewer mains, services, manholes and clean out locations
xi. Effluent main relocation
xii. Dry utility conflicts and relocations
xiii. Plan & profile for all required facilities including – road, water, effluent, sewer, and drainage
xiv. Roadway typical sections
xv. Pavement sections
xvi. Conceptual erosion control
xvii. Right-of-way including parcel and owner information

Task Detail 3133 30% Engineers Cost Estimate

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

Task Detail 3134 Land Acquisition Estimate

The Engineer will provide a preliminary estimate of the necessary land acquisition as right-of-way and easement for the project.

- **Deliverables:**
  - Four (4) 11" x 17" copies of the Preliminary 30% Design Plan Set
  - One (1) 22" x 34" copy of the Preliminary 30% Design Plan Set
  - Four (4) copies of the Preliminary Design Report
  - Four (4) copies of the 30% Engineers Cost Estimate
  - Two (2) copies of the Land Acquisition Estimate
  - One (1) Aerial photo

Task 3200 Detailed Design

Subtask 3210 60% Design

Task Detail 3211 Draft Final Design Report

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

a) Right-of-Way & Easement purchase plans
The Engineer will provide a right-of-way and easement purchase plan and contact summary including property owners for water and road improvements.

b) Roadway Analysis:
The Engineer will provide a final roadway design analysis of the roundabout, SR89 lane widening, Phippen parking lot access, trailhead parking lot and access, and Side Road extension.

c) Drainage Analysis:
The Engineer will provide detailed analysis of the proposed drainage infrastructure for the project and proposed detention areas and provide a scour analysis for channel bottoms.

d) Water Analysis:
The Engineer will provide the water model analysis for the water main extension. A final recommendation of pipe material and water main alignment will be included in the analysis.

e) Sewer & Effluent Analysis:
The Engineer will provide the final sewer main alignment, slopes, and capacity analysis and update the recommendations of the size and materials to be used. The Engineer will provide the final effluent main realignment recommendation.

f) Preliminary Structural Design Report
The Engineer will provide a preliminary structural design for proposed structures that do not conform to typical details including City of Prescott, YAG, MAG, or ADOT.

g) Environmental Permits
The Engineer will provide the filled out forms for the necessary environmental permits for review.

h) Preliminary Jurisdictional Delineation:
The Engineer will provide a copy of the PJD performed under Task 2100 as a section in the Appendix of DFDR.

i) Geotechnical Report:
The Engineer will provide a copy of the geotechnical report performed by Ninyo & Moore as a section in the Appendix of the DFDR.

j) Utility pothole map and survey information
The Engineer will provide a pothole location map that will include a table showing field survey data on found utilities.

k) Electrical Service assessment:
The Engineer will update the section assessing the availability of power from Arizona Public Service, the anticipated conduit sizes, and location of potential pull boxes and transformers.

l) Biological Assessment:
The Engineer will provide a copy of the biological assessment performed by Biozone, Inc. as a section in the Appendix of the DFDR.

m) Archeological Assessment:

The Engineer will provide a copy of the archeological assessment performed by EnviroSystems, Inc. as a section in the Appendix of the DFDR.

Task Detail 3212 60% Plan Set

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

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

b) Proposed improvements including:
   - i. Final Roundabout intersection horizontal layout accompanied by the City roundabout checklist
   - ii. Final SR89 lane configurations
   - iii. Final Trailhead parking lot access and configuration
   - iv. Final Side Road extension configuration
   - v. Final Phippen Museum access road
   - vi. Final cut and fill catch points
   - vii. Draft Final wall locations with plan & profile
   - viii. Draft Final drainage structures including profiles
   - ix. Draft Final water mains, valves, air release valves and meter locations
   - x. Draft Final sewer mains, services, manholes and clean out locations
   - xi. Draft Final effluent main relocation
   - xii. Updated dry utility conflicts and relocations
   - xiii. Plan & profile for all required facilities including – road, water, effluent, sewer, and drainage
   - xiv. Roadway typical sections
   - xv. Pavement sections
   - xvi. Preliminary signage & striping sheets
   - xvii. Erosion control plan sheets
   - xviii. Right-of-way including parcel and owner information
   - xix. Preliminary detail sheets
   - xx. Draft construction notes
   - xxi. Draft Cross Section sheets
   - xxii. Preliminary Electrical & Lighting sheets

Task Detail 3213 Total Estimated Quantities and Engineers Cost Estimate

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

Task Detail 3214 Draft Specifications & Special Provisions including landscape requirements and slope stabilization

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

Task Detail 3215 Variance Modification Requests

The Engineer will provide, if required by the design, variance modification requests to the City for processing and City approval.

- **Deliverables:**
  - Four (4) 22" x 34" copies of the 60% Design Plan Set
  - Four (4) copies of the Draft Final Design Report
  - Four (4) copies of the Draft Specifications and Special Provisions
  - Four (4) copies of the total estimated quantities and Engineers Cost Estimate
  - Two (2) copies of the Variance Modification Requests (if required)

Subtask 3220 90% Design

Task Detail 3221 Final Design Report

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

a) Drainage Analysis:
The Engineer will provide a final detailed analysis of the proposed drainage infrastructure for the project and proposed detention analysis and provide a final scour analysis for channel bottoms.

b) Roadway Analysis:
The Engineer will provide a final roadway design analysis of the roundabout, SR89 lane widening, Phippen parking lot access, trailhead parking lot and access, and Side Road extension

c) Water Analysis:
The Engineer will provide the final water model analysis for the water main extension for analysis. A final recommendation of pipe material and water main alignment will be included in the analysis.

d) Sewer & Effluent Analysis:
The Engineer will provide the final sewer main alignment, slopes, and capacity analysis and update the recommendations of the size and materials to be used. The Engineer will provide the final effluent main realignment recommendation.

e) Final Structural Design Report
The Engineer will provide a final structural design for proposed structures that do not conform to typical details including City of Prescott, YAG, MAG, or ADOT.

f) Preliminary Jurisdictional Delineation:
The Engineer will provide a copy of the PJD performed under Task 2100 as a section in the Appendix of FDR.

g) Geotechnical Report:
The Engineer will provide a copy of the geotechnical report performed by Ninyo & Moore as a section in the Appendix of the FDR.

h) Utility pothole map and survey information
The Engineer will provide a pothole location map that will include a table showing field survey data on found utilities.

i) Electrical Service assessment:
The Engineer will finalize the section assessing the availability of power from Arizona Public Service, the anticipated conduit sizes, and location of potential pull boxes and transformers.

j) Biological Assessment:
The Engineer will provide a copy of the biological assessment performed by Biozone, Inc. as a section in the Appendix of the FDR.

k) Archeological Assessment:
The Engineer will provide a copy of the archeological assessment performed by EnviroSystems, Inc. as a section in the Appendix of the FDR.

Task Detail 3222 90% Plan Set

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

a) Existing conditions including
   i. Right-of-way and easements
   ii. Topography
   iii. Benchmarks
   iv. Adjacent property lines
   v. Existing pavement limits
   vi. Existing vertical and centerline alignments

vii. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits

b) Proposed improvements including:

i. Final Roundabout intersection horizontal layout accompanied by the City roundabout checklist
ii. Final SR89 lane configurations
iii. Final Trailhead parking lot access and configuration
iv. Final Side Road extension configuration
v. Final Phippen Museum access road
vi. Final cut and fill catch points
vii. Final wall locations with plan & profile
viii. Final drainage structures including profiles
ix. Final water mains, valves, air release valves and meter locations
x. Final sewer mains, services, manholes and clean out locations
xi. Final effluent main relocation
xii. Final dry utility conflicts and relocations
xiii. Final plan & profile for all required facilities including – road, water, effluent, sewer, and drainage
xiv. Final roadway typical sections
xv. Final pavement sections
xvi. Final signage & striping sheets
xvii. Final erosion control plan sheets
xviii. Final Right-of-way including parcel and owner information
xix. Final detail sheets
xx. Final construction notes
xxi. Final Cross Section sheets
xxii. Final Electrical & Lighting sheets

Task Detail 3223 Final Total Estimated Quantities and Engineers Cost Estimate

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

Task Detail 3224 Final Specifications & Special Provisions including landscape requirements and slope stabilization

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

Task Detail 3225 Submittal of 90% plans, design report, and specifications to all agencies required for permitting

The Engineer will submit to all agencies required for permitting the signed and stamped 90% plan set, design report and specifications.

- **Deliverables:**
  - Four (4) 22" x 34" copies of the 90% Design Plan Set
  - Four (4) copies of the Final Design Report
  - Four (4) copies of the Final Specifications and Special Provisions
  - Four (4) copies of the final total estimated quantities and Engineers Cost Estimate

Subtask 3230 Final P.S. & E.

Task Detail 3231 Final Civil Plans

The Engineer will submit to the City Final Civil Plans for approval and City signature on Mylar. Once signed by the City, the Engineer will provide digital copy of the signed plans in Adobe PDF format.

Task Detail 3232 Final Design Report

The Engineer will submit the signed, stamped, and City approved Final Design Report.

Task Detail 3233 Final Total Estimated Quantities and Engineers Cost Estimate

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

Task Detail 3234 Final Technical Specifications

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

Task Detail 3235 Approved Permits

The Engineer will submit the approved permits obtained from the required environmental agencies.

- **Deliverables:**
  - One (1) Mylar 22" x 34" of the Final Plan Set
  - Two (2) copies of the Final Design Report
  - Two (2) copies of the Final Specifications and Special Provisions
  - Two (2) copies of the final total estimated quantities and Engineers Cost Estimate
  - Two (2) compact discs containing the Final P.S. & E. in Adobe PDF format

Task 3300 Permitting

Subtask 3310 ADEQ Water & Wastewater Permitting

The Engineer will submit the signed and stamped 90% plans and final design report to the Arizona Department of Environmental Quality (ADEQ) for review and approval of the water, gravity sewer and effluent improvements portion of the project.

- **Deliverables:** Forms necessary for ADEQ Water & Wastewater Permitting

Task Series 4000 Post Design Engineering Services

The objective of post design engineering services is to assure that construction of the Project is carried out in accordance with the intent of the design and the requirements of regulatory agencies, with a minimum of disruption to ongoing activities of the stakeholders and roadway commuters.

The engineering services during construction to be performed by the Engineer consists of the following subtasks:

- Project Administration
- Project Coordination
- Project Meetings – construction progress and coordination
- Issue Resolution
- The Engineer will respond in writing to Requests for Information (RFIs) from the Contractor through the Project Manager.
- Submittal of Shop Drawing review
- Record Drawings

As the Owner, the City will be the central point of contact for the Contractor and the Engineer. Instructions to the Contractor will be issued by the City per the construction contract.

Task 4100 Project Administration

The Engineer will provide administrative services to facilitate construction activities and communicate with the City regarding the construction progress. These tasks will include conducting regularly scheduled meetings, meeting notes, special coordination meetings, monitoring construction schedule, reviewing and certifying progress payments, construction photographs, reviewing Contractor's redline markup as-built drawings on an on-going basis, coordination with City personnel, other Engineer management and coordination, maintain records and reports of construction inspection and testing activities, and general document maintenance and management. The Engineer will maintain a log of all work items, including RFIs, submittals, alternates, claims, etc.

Subtask 4110 Conferences and Meetings

The Engineer will attend on an as needed basis the meetings identified below. Other Project Team members will be requested to attend meetings as deemed necessary.

Meetings attended by the Engineer include:

- Construction Progress Meetings on a weekly basis (attended by Key Project Team members) as necessary. These meetings will be scheduled and coordinated by the Contractor.
- Work Coordination Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.
- Issue and RFI Resolution Meetings on an as-needed basis. These meetings will be scheduled and coordinated by the Project Manager.

Subtask 4120 Project Coordination

The Engineer will coordinate with City personnel and the Contractor to establish requirements for written Work Plans prior to construction work at major tie-ins, shutdowns, or other operations and traffic interruptions and interfaces. The Engineer will review Work Plans presented by the Contractor to verify that they include sufficient detail and appropriate provisions to provide continuity of service and operations during the work in accordance with the City requirements. The City and Engineer Project Team will review and approve the Work Plans and will inspect the execution of these activities. Work plans will be submitted to both the Engineer and Project Manager.

Subtask 4130 Issue Resolution

Task Detail 4131

The Engineer will act as main point of contact to the Project Manager and will be responsible for routing and maintaining records of Requests for Information (RFI). The Engineer will maintain a log of RFIs for monitoring the status and timeliness of responses. The Engineer Project Team will assist with the RFI response development in relation to their area of design responsibility with the Project Manager issuing the completed response to the Contractor and City. The Engineer will issue interpretations and clarifications of the requirements of the Contract Documents, as requested by the Contractor in a RFI or other format as deemed suitable by the City Project Manager, to facilitate proper fabrication, construction, or installation of the work.

Task Detail 4132

The Engineer will evaluate, at City request, Contractor's claims to determine if they are justified under the Contract and will review Contractor's proposals for additional compensation and/or time relating to changes or claims. The Engineer will assist with the claim reviews as required.

Subtask 4140 Submittal Reviews

The Engineer will review product data, shop drawings, samples, test results, operations and maintenance manuals, and other data that the Contractor is required to submit. Submittals will be transmitted, processed and filed electronically. The Engineer will be responsible to distribute the submittals to the appropriate Project Team members and consolidate the reviews of different members into a single review to the Contractor. Such review and approval or other action will not extend to means, methods, sequences, techniques or procedures of construction selected by Contractor, or to safety precautions and programs incident thereto. The Engineer will consolidate comments for multidiscipline submittal reviews for issuance to the Contractor. The Engineer will maintain a submittal log for monitoring the status and timeliness of responses.

Subtask 4150 Record Drawings

The Engineer will develop record drawings based on Contractor field notes and redlines, and as-built field coordinates provide by the Surveyor. The drawings will be updated in CAD and delivered to the City as pdf, dwg or dgn and hard copies. The Engineer will submit three (3) full size sets, three half size sets, and three soft copy CDs to the City.

- **Deliverables:**
  - Three (3) 11" x 17" copies of the Record Drawings
  - Three (3) 22" x 34" copies of the Record Drawings
  - One (1) CD containing the Record Drawings in PDF, dgn or dwg electronic format

Task 4200 Inspection Services

The Engineer team will conduct as needed, daily inspections and special inspections, and coordinate for other required inspections, so as to ensure quality work and to prevent any delays to work progress and completion. The Engineer will perform the following:

Subtask 4210 Coordination

The Engineer and Project Manager will monitor construction activities and, in close coordination with the Contractor, will arrange for all testing and inspection to be conducted at the appropriate hold-points. This includes inspections by utilities and others, as appropriate.

Copies of special inspection and testing reports, and of approved changes, will be maintained at the project site for review by the project.

Subtask 4220 Engineers Certificate of Completion (ECC)

Prepare Certificate of Completion with all supporting documentation, including all test results and supporting data, apply for and obtain Approval to Operate status from ADEQ.

Subtask 4230 Site Visits

The Engineer Team members' engineering staffs and/or managers, will conduct occasional, periodic visits to the site to make spot checks of work-in-progress, review site conditions in response to an RFI or changes or to assist in coordination of construction issues requiring their attention.

Subtask 4240 Substantial and Final Completion Inspections

The Engineer will coordinate with the City and conduct inspections jointly with the City and the Contractor to determine if the Project is substantially complete and will, before issuing a Certificate of Substantial Completion, submit to Contractor a list of observed

items requiring completion or correction (punch list). Upon verification that the City is in agreement with the Substantial Completion determination, the Engineer will issue the Certificate of Substantial Completion and the punch list.

The Engineer will conduct a final inspection to determine if the finished Work has been completed to the standard required by the Contract Documents and that Contractor has fulfilled its obligations as required. This inspection will be based on the punch list and any other functional or operational deficiencies that occur in the time period between when the punch list is generated and the Final Inspection. Once it has been determined that the Work is finished and complete and the City is in agreement with the determination, the Engineer will recommend, in writing, final payment to Contractor.

Special Services

Task Series 5000 Special Services

Task 5100 Land Surveying

The Engineer shall engage the services of its in house Surveyor to conduct office and field related tasks necessary for the design and completion of the Project.

The surveying services to be performed by the Surveyor consists of the following subtasks:

- Field Topography Survey
- Field Survey of Preliminary Jurisdictional Delineation
- Potholed Utility Survey
- Right-of-Way and Property Boundary Survey
- Title Research & Review
- Staking of Easements & Right-of-Way
- Right-of-Way Dedications & Legal Descriptions
- As-Built Field Survey

Subtask 5110 Field Topography Survey

The Surveyor will conduct a field topography survey to determine the horizontal and vertical location of existing: grades; pavement; shoulders; wet & dry utilities; signage & striping; and applicable vegetation such as large trees located in the project limits. The Surveyor will utilize the City datum and control network and will provide coordinates on the City coordinate system. The field survey will begin at a point approximately 1900 feet south of the proposed roundabout location and continue approximately 3400 feet north to, but not including, the SR89A interchange. This survey will encompass approximately 5300 feet of existing SR89 roadway.

Subtask 5120 Field Survey of Preliminary Jurisdictional Limits

The Surveyor will accompany the Engineer during performance of Task 2100 Preliminary Jurisdictional Delineation. The Surveyor will record field coordinates at locations specified by the Engineer to delineate Potential Water of the United States.

Subtask 5130 Potholed Utility Survey

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

Subtask 5140 Right-of-Way and Property Boundary Survey

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

Subtask 5150 Title Research & Review

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

Subtask 5160 Staking of Easements and Right-of-Way

The Surveyor will field stake with lathe and flagging the proposed easements and right-of-way to be acquired for the project. This will provide a visual reference for use during field walks by the Engineer, City, and Stakeholders for proposed property acquisition limits.

Subtask 5170 Right-of-Way Dedications & Legal Descriptions

The Surveyor will provide right-of-way dedications and easement legal descriptions as deemed necessary with completion of the 90% Final plans. These items will be provided to the City by the Engineer for use in acquiring the property (purchase or donation) and recordation.

Subtask 5180 As-Built Field Survey

The Surveyor will coordinate closely with the Contractor, Engineer, and City Inspector during construction activities to facilitate the field survey of the as-built location of constructed items including:

- Water mains, valves, meters, and appurtenances

- Sewer mains, manholes, cleanouts, and services
- Effluent main relocation
- Drainage infrastructure
- CenturyLink fiber optic realignment (if necessary)
- Electrical and Lighting improvements (for APS and City of Prescott)

Task 5200 Subconsultants

Subtask 5210 Potholing

The Engineer will contract the services of Fann Environmental, LLC to perform up to seven (7) utility potholes. Contract will be paid on the actual number of potholes performed.

See Appendix A for a copy of the proposal for this work.

Subtask 5220 Geotechnical

The Engineer will contract the services of Ninyo & Moore to provide the geotechnical investigation including the following tasks:

- Soil borings located in the area of proposed improvements
- Pavement section design for roadways, access roads, and parking lots
- Chemical properties of soils
- Foundation, backfill, and engineered fill recommendations for box culvert
- Existing Pavement Condition Assessment

See Appendix A for a copy of the proposal for this work.

Subtask 5230 Signage Design & Striping Quality Assurance

The Engineer will contract the services of Stanley Consultants for the design of the signage details in conformance with ADOT standards and the recommendations of RTE. Stanley Consultants will also provide quality assurance of the signage & striping drawings produced by the Engineer.

See Appendix A for a copy of the proposal for this work.

Subtask 5240 Electrical

The Engineer will contract the services of Wright Engineering for the electrical and lighting design for the project. Lighting design for the roundabout will be based on the locations specified by RTE.

See Appendix A for a copy of the proposal for this work.

Subtask 5250 Biological

The Engineer will contract the services of Biozone, Inc. to perform the biological assessment of the proposed project area.

See Appendix A for a copy of the proposal for this work.

Subtask 5260 Archeological

The Engineer will contract the services of EnviroSystems, Inc. to perform the archeological assessment of the proposed project area.

See Appendix A for a copy of the proposal for this work.

Subtask 5270 Landscaping

The Engineer will contract the services of Mark Di Lucido, RLA for the landscape design within the internal island of the roundabout only. Mark will adhere to the height restrictions and requirements for the roundabout per the recommendations of RTE. Mark will also provide a landscaping design that compliments the future artwork to be displayed in the center of the roundabout and will provide one (1) meeting with the private stakeholders (Ron James, Centerpointe South, Phippen Museum).

See Appendix A for a copy of the proposal for this work.

Subtask 5280 Structural Design and Inspection

The Engineer will contract the services of Core Structure Group, LLC for the design of the guard wall extension from the proposed ADOT box culvert headwall, and to provide post design structural inspection services of the wall and the ADOT box culvert.

See Appendix A for a copy of the proposal for this work.

Other Direct Costs

Copying and Courier

The Engineer has added this item to cover various printing costs of plan sets, reports, specifications and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Allowances

Phase 2 Design Option

At the request of the City, the Engineer has included this allowance item to cover the cost of additional widening design of SR89. The scope of the design for Phase 2 would incorporate the widening of northbound SR89 to dual lanes past the roundabout northbound dual exit lanes and up to the existing northbound dual lanes adjacent to the Potters House. This design would equate to approximately 2400 feet of additional roadway design.

Phase 2 Survey Option

At the request of the City, the Engineer has included this allowance item to cover the cost of additional field surveying needed for the widening design of SR89. This survey would equate to approximately 1100 feet of additional existing roadway topography.

Contingency (5%)

At the request of the City, the Engineer has added a five-percent (5%) contingency to the contract to cover additional design changes, modifications, survey services, or post design services on an as needed basis. This contingency cannot be used without the express written consent of the City Engineer.

Scope Assumptions

1. The level of effort assumes that the project will not be phased. An allowance item has been added at the request of the City to cover the costs associated with an additional widening design of SR89. See "Phase 2 Option" under the Allowances section of this scope. If this allowance item is chosen, the Engineer assumes it will be incorporated into the same construction document as Phase 1. The Final Construction Documents consist of one package.
2. Permits required for construction activities will be obtained and paid for by the Contractor including storm water permits.
3. The Contractor will responsible for producing, implementing and maintaining a Storm Water Pollution Prevention Plan (SWPPP) for all construction activities.
4. The applications and supporting documentation for the permits listed in Task 3300 will be prepared by Lyon Engineering. The City will pay all permit processing fees.
5. Bid Document reproduction and distribution costs will be paid by the City.
6. Landscaping design will only include the area within the roundabout island.

APPENDIX A – Subconsultant Proposals

FANN Environmental, LLC
One Stop Environmental Solutions
6708 Corsair Ave., Suite A • Prescott, AZ 86301 • Phone: 928-778-5335 • Fax: 928-778-5870 • ROC-A-206365 • ROC B-249529

July 25, 2012

Mr. Rich Poynor, P.E.
Lyon Engineering
1650 Willow Creek Road
Prescott, AZ 86301

Subject: City of Prescott HWY 89
Utility Potholing

Mr. Poynor:

Pursuant to your request, Fann Environmental, LLC (FE) is pleased to submit this proposal to provide utility potholing services for the City of Prescott HWY 89 roundabout located near the Phippen Museum. This proposal presents a brief description of the scope of work and estimated fees for our services.

Potholing Services

Lyon Engineering has been selected by the City of Prescott to provide professional engineering services to design the proposed round-a-bout and utility modifications near the Phippen Museum. FE offers to provide hydro-excavating services to locate existing utilities in the following locations designated by Lyon Engineering to locate the following infrastructure:

- Effluent water main
- Fiber optic cables
- Potable water main

FE will locate existing utilities based upon the utility blue stake locations and direction from Lyon Engineering. FE will utilize our vactor unit to conduct the hydro-excavating potholing and provide traffic control. Each of the utilities are located on the side of the road outside of the asphalt area. Once the utility is located a depth to ground surface will be collected and the hole will be backfilled with pea gravel to protect the utility and the soils excavated will be placed over the top of the pea gravel. It is estimate that traffic control for HWY 89 will be necessary to perform this work. This will include a traffic control plan, permits, sign rental and installation.

Estimated Project Cost

FE proposes providing at total of 7 potholes at a cost of $550.00 each for a total a sum of $3,850.00. This cost has been estimated based on our Standard Fee Schedule. FE will bill for our services on a Time and Material basis, per our Standard Fee Schedule. We believe that barring unforeseen challenges the cost estimate is adequate to complete the entire scope of work.

Project Assumptions

The following assumptions are made for this proposal.

- Costs are calculated assuming that multiple potholes can be conducted during one mobilization.
- Potholing is limited to a depth of 8 – 10 feet.
- Spoil disposal will be placed over the excavation.
- It is estimated that large rock is not present.
- Concrete removal/replacement is excluded.
- Holes will be backfilled with pea gravel.
- All surveying by others.
- 100% of final payment to made within 30 days of completion of the work
- No retention will be implemented
- No bonds or payment of taxes are included in our bid
- We exclude all items not specifically included in our proposal
- Agency review fees, permits and recording fees are not included.
- Flood Insurance Program (FEMA) work is excluded.
- Section 404 Permit Applications not included.
- Geological or Subsurface studies will not be conducted or reviewed.

If you have any questions please give me a call at (928) 778-5335.

Sincerely,
FANN ENVIRONMENTAL, LLC

Robert D. Upton, P.E.
Project Engineer

Accepted by:

_____ _____
Name Date

June 29, 2012
Project No. 603848001

Mr. Rich Poynor
Lyon Engineering
3623 Crossings Drive
Prescott, Arizona 86305

Subject: Proposal to Perform Geotechnical Evaluation
Side Road Connector Roundabout at SR-89
Prescott, Arizona

Dear Mr. Poynor:

In accordance with your request, Ninyo & Moore is pleased to submit this proposal to perform a geotechnical evaluation for the above-referenced project. This proposal outlines our scope of services, estimated fee, project assumptions, and anticipated schedule for the geotechnical work associated with this project.

SITE/PROJECT DESCRIPTION

The project site is located at the intersection of the future alignment of Side Road and State Route 89 in Prescott, Arizona. We understand the project will include the following features:

- Roundabout at the intersection of Side Road and State Route 89.
- Access drive and parking lot to the west of the roundabout.
- Side Road extension and access drive to museum located to the east of the roundabout.
- Box culvert to the south of the roundabout.
- Water and sewer line extensions near the intersection of Side Road and State Route 89.
- State Route 89 roadway widening from about 2,300 feet south of roundabout to about 3,000 feet north of the roundabout.
- State Route 89 roadway rehabilitation from about 2,300 feet south of roundabout to about 3,000 feet north of the roundabout.

SCOPE OF WORK

We propose the following scope of work for this project:

- Conduct a visual geologic reconnaissance of the project area and review available geologic literature and aerial photographs of the project site.

- Submit a traffic control plan for review and approval by the City of Prescott.
- Arrange for appropriate traffic control measures.
- Establish test locations in the field and arrange for the mark out of underground utilities through Arizona Blue Stake.
- Advance up to 16 borings using a truck-mounted, rubber tired, drill rig equipped with hollow-stem augers. The borings will extend up to 5 to 15 feet deep.

Project Feature	Number of Borings	Depth of Borings
Roundabout/water and sewer line extensions	Four	15 feet
Access drive and parking lot to the west of the roundabout	Three	5 feet
Side Road extension and access drive to museum to the east of the roundabout	Two	5 feet
Box culvert to the south of the roundabout	Two	10 feet
State Route 89 roadway widening	Six	10 feet

A Ninyo & Moore employee will collect ring samples and bulk samples from these borings for laboratory testing, and will be responsible for preparation of field boring logs.

- Perform laboratory testing to evaluate the index properties, compressibility, expansion, and chemical characteristics of the subsurface soils encountered.
- Prepare a draft geotechnical report that will contain the results of the field and laboratory analyses, with presentations of the engineering parameters for design and recommendations for construction. In addition, the report will contain vicinity maps depicting the project limits, plans showing the boring locations, narrative descriptions of the surface and subsurface conditions, laboratory test results, and geotechnical recommendations related to excavation characteristics, side slope stability, backfilling, subgrade preparation, pavement rehabilitation, pavement design, and re-use of on-site soils for engineered fill.
- Prepare a final geotechnical report that incorporates comments from your office and the project stakeholders.

FEE ESTIMATE

We propose to perform the work scope described above, for an estimated fee of $13,507 (Thirteen Thousand Five Hundred Seven Dollars). A breakdown of this fee estimate is attached to this proposal for your reference. The estimated fee is based on the scope of services presented above

and our understanding of the project. Any additional services not included in the aforementioned scope will be charged on a time and materials basis.

ASSUMPTIONS

We have made the following assumptions in the preparation of this proposal:

- Right-of-entry permission (besides mentioned above), if needed, will be obtained by others.
- Access permission onto private property, if needed, will be obtained by others.
- The work can be accomplished using hollow-stem augering excavation methods.
- Groundwater will not be encountered.
- No pavement saw cutting is planned.
- Borings in pavement areas (if any) can be backfilled with the drilling spoils and then patched with Unique Paving Material.
- Borings in non-pavement areas can be backfilled with the drilling spoils.

SCHEDULING

We are prepared to initiate this project immediately upon receiving your authorization to proceed. We anticipate issuing a report within about six weeks from the date we receive right-of-way access. Preliminary recommendations can be provided about three weeks after the field work is done.

If this proposal meets your expectations, please provide formal authorization in the form of a sub-consultant agreement, purchase order, or work authorization. We appreciate the opportunity to submit this proposal and look forward to working with you on this project.

Respectfully submitted,
NINYO & MOORE

Steven D. Nowaczyk, P.E.
Principal

SDN/tns

Attachment: Breakdown of Estimated Fee

Distribution: (1) Addressee (via e-mail)

NINYO & MOORE - BREAKDOWN OF ESTIMATED FEE

BACKGROUND REVIEW, MOBILIZATION AND DEMOBILIZATION						
Principal Engineer/Geologist/Environmental Scientist	2 hours	@	$ 140.00	/hour	$	280.00
Senior Engineer/Geologist/Environmental Scientist	2 hours	@	$ 125.00	/hour	$	250.00
Senior Project Engineer/Geologist/Environmental Scientist	8 hours	@	$ 115.00	/hour	$	920.00
Project Engineer/Geologist/Environmental Scientist	hour	@	$ 110.00	/hour	$	-
Senior Staff Engineer/Geologist/Environmental Scientist	hour	@	$ 95.00	/hour	$	-
Staff Engineer/Geologist/Environmental Scientist	hour	@	$ 90.00	/hour	$	-
Senior Field/Laboratory Technician	hour	@	$ 64.00	/hour	$	-
Subtotal					**$**	**1,450.00**

FIELD SERVICES						
Principal Engineer/Geologist/Environmental Scientist	hour	@	$ 140.00	/hour	$	-
Senior Engineer/Geologist/Environmental Scientist	hour	@	$ 125.00	/hour	$	-
Senior Project Engineer/Geologist/Environmental Scientist	hour	@	$ 115.00	/hour	$	-
Project Engineer/Geologist/Environmental Scientist	hour	@	$ 110.00	/hour	$	-
Senior Staff Engineer/Geologist/Environmental Scientist	hour	@	$ 95.00	/hour	$	-
Staff Engineer/Geologist/Environmental Scientist	hour	@	$ 90.00	/hour	$	-
Senior Field/Laboratory Technician	18 hours	@	$ 64.00	/hour	$	1,152.00
Per Diem	day	@	$ 125.00	/day	$	-
Field Vehicle Usage	18 hours	@	$ 10.00	/hour	$	180.00
Traffic Control			Lump Sum		$	1,500.00
Driller			Lump Sum		$	3,000.00
Subtotal					**$**	**6,832.00**

LABORATORY ANALYSES						
Atterberg Limits, D 4318, T 89, T 90	6 tests	@	$ 90.00	/test	$	540.00
Chloride and Sulfate Content, ARIZ 733, 736	2 tests	@	$ 100.00	/test	$	200.00
Consolidation, Hydro (response to wetting) D 2435	4 tests	@	$ 85.00	/test	$	340.00
Moisture and Density, D 2937	10 tests	@	$ 35.00	/test	$	350.00
pH and Resistivity, ARIZ 236b	2 tests	@	$ 100.00	/test	$	200.00
Sieve Analysis, D 422, (includes 200 wash)	6 tests	@	$ 110.00	/test	$	660.00
Subtotal					**$**	**2,290.00**

DATA COMPILATION AND ANALYSIS						
Principal Engineer/Geologist/Environmental Scientist	hour	@	$ 140.00	/hour	$	-
Senior Engineer/Geologist/Environmental Scientist	2 hours	@	$ 125.00	/hour	$	250.00
Senior Project Engineer/Geologist/Environmental Scientist	6 hours	@	$ 115.00	/hour	$	690.00
Project Engineer/Geologist/Environmental Scientist	hour	@	$ 110.00	/hour	$	-
Senior Staff Engineer/Geologist/Environmental Scientist	hour	@	$ 95.00	/hour	$	-
Staff Engineer/Geologist/Environmental Scientist	hour	@	$ 90.00	/hour	$	-
Subtotal					**$**	**940.00**

REPORT PREPARATION						
Principal Engineer/Geologist/Environmental Scientist	2 hours	@	$ 140.00	/hour	$	280.00
Senior Engineer/Geologist/Environmental Scientist	3 hours	@	$ 125.00	/hour	$	375.00
Senior Project Engineer/Geologist/Environmental Scientist	10 hours	@	$ 115.00	/hour	$	1,150.00
Project Engineer/Geologist/Environmental Scientist	4 hours	@	$ 110.00	/hour	$	440.00
Senior Staff Engineer/Geologist/Environmental Scientist	hour	@	$ 95.00	/hour	$	-
Staff Engineer/Geologist/Environmental Scientist	hour	@	$ 90.00	/hour	$	-
Technical Illustrator/CAD Operator	6 hours	@	$ 65.00	/hour	$	390.00
Data Processing, Technical Editing, or Reproduction	8 hours	@	$ 45.00	/hour	$	360.00
Subtotal					**$**	**2,995.00**

TOTAL ESTIMATED FEE	**$ 13,507.00**

Stanley Consultants - Scope of Work
For
SR89 & Side Road Roundabout

City of Prescott
Side Road Connector Roundabout at State Route 89 Project

June 27, 2012

TRAFFIC ENGINEERING SCOPE OF WORK

Stanley Consultants will provide traffic engineering services for Lyon Engineering. The task assigned to Stanley Consultants is to prepare sign formats. This task is described below.

Task 1 Prepare Sign Formats
Stanley Consultants will prepare sign formats for five or six of the roundabout signs required for the roundabout design. The signs will be detailed on one or two plan sheets by Stanley Consultants. It is assumed that the sign concept (a graphic of what the signs will look like) will be submitted by Lyon Engineering in the 60% submittal and that ADOT and the City of Prescott comments on the sign concept will already have been addressed and resolved before Stanley Consultants begins the sign format design for the 90% submittal. (Stanley - 40 hours)

It is assumed that Stanley Consultants will not attend Progress/Comment Resolution meetings.

SR89 & Side Road Roundabout - Prescott, AZ

June 27, 2012

Stanley Consultants - HOURS by TASK & COST

WORK BY STANLEY CONSULTANTS										
	SCALE	No. SHTS	HRS/ SHT	TOTAL HOURS	Proj. Mgr.	Sr. Proj. Eng.	Proj. Eng.	Eng./ Designer	Tech./ Drafter	Sec./ Clerical
TASK 1 DESIGN SIGN FORMATS										
Prepare Sign Format Designs for the 90% & 100% Submittals	varies	1 or 2	NA	**40**	**0**	**2**	**20**	**12**	**6**	**0**
TOTAL STANLEY HOURS FOR PROJECT				**40**	**0**	**2**	**20**	**12**	**6**	**0**
Hourly Rate					$180	$170	$150	$120	$90	$75
					$0	$340	$3,000	$1,440	$540	$0
Total Project Cost				**$5,320**						

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING & LIGHTING DESIGN

#5901

June 12, 2012

Lyon Engineering
1650 Willow Creek Road
Prescott, AZ 86301

Re: **Prescott Side Road Connector Round-A-Bout and Box Culvert Lighting**

Attn: Richard G. Poyner, P.E.

Dear Richard,

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Prescott requirements:

Round-A-Bout Roadway Lighting Design Scope of Services:

1. Coordinate design with owner, Power Company, civil engineer, and/or architect as required.
2. Visit the site to determine existing conditions. Up to (1) one visit.
3. Prepare sealed photometric calculation drawings 8 ½ x 11 or 24 x 36.
4. Design will include the required lighting levels to meet City of Prescott requirements.
5. Prepare 24" X 36" electrical drawings.
6. Provide and overall site plan showing all private street lighting for the following roadways:
   a. Side Road Connector Round-A-Bout on SR 89
7. Prepare load calculations and single line diagram.
8. Prepare panel schedule and other electrical installation details as required.
9. Provide details of all electrical equipment including power pedestal for lighting control.
10. Prepare system fault current and voltage drop calculations as required.
11. Prepare a conduit and wire table showing all power conduits and wire for equipment.
12. Prepare an engineers estimate of probable electrical construction costs if requested.

165 EAST CHILTON • CHANDLER, ARIZONA 85225 OFFICE: 480-497-5829 FAX: 480-497-5807
www.wrightengr.com

Box Culvert Lighting Design Scope of Services:

1. Coordinate design with owner, Power Company, civil engineer, and/or architect as required.
2. Visit the site to determine existing conditions. Up to (1) one visit. It is intended that this site visit will be incorporated with the site visit above.
3. Prepare sealed photometric calculation drawings 8 ½ x 11 or 24 x 36.
4. Design will include the required lighting levels to meet City of Prescott requirements.
5. Prepare 24" X 36" electrical drawings.
6. Provide and overall site plan showing all private street lighting for the following roadways:
   a. Box culvert lighting near side road connector round-a-bout on SR 89
7. Prepare load calculations and single line diagram.
8. Prepare panel schedule and other electrical installation details as required.
9. Provide details of all electrical equipment including power pedestal for lighting control. Please note that a common pedestal may be used to power both lighting locations. Final determination will be during design.
10. Prepare system fault current and voltage drop calculations as required.
11. Prepare a conduit and wire table showing all power conduits and wire for equipment.
12. Prepare an engineers estimate of probable electrical construction costs if requested.

Common Deliverable and QAQC Tasks For Both Projects:

1. Perform in-house QAQC review and modifications.
2. The above plans will be provided to Lyon Engineering for submittal review and comment from the City of Prescott. Submittals will include one print of electrical drawings and specifications and a soft copy in electronic format. Lyon Engineering will copy and submit to owner as needed.
3. Review comments, whether internal or municipality, will be responded to and addressed.

Responsibilities of Others

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the civil engineer or landscape architect for submittal to the local government agencies for approval and permits.

3. Designation of electrical service location will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services during the design process.

Final Deliverables

1. Upon completion of the design, we will provide one set each of final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee

The above services will be provided as follows:
Round-A-Bout Design: **$2,850.00** (Two Thousand Eight Hundred Fifty Dollars)
Box Culvert Design: **$3,120.00** (Three Thousand One hundred Twenty Dollars)

Please Note: Services as stated above can be provided in whole or part to meet client needs.

Additional Services

Any services not specifically included in the Scope of Services section shall be additional services payable at an hourly fee at the following rates:

Principal	$130.00/hour
Senior Engineer	$115.00/hour
Engineer	$105.00/hour
Designer	$85.00/hour
Draftsman	$75.00/hour
Secretary	$45.00/hour

Printing Charges

The following printing and deliveries are included in this scope of services:
12 sets of blacklines
5 standard deliveries

Additional printing and delivery will be charged as follows:

Blacklines	$ 2.00 each
Mylar Sepia	$18.00 each
Delivery Cost	cost

Retainer

The client shall make an initial payment of ($0.00) retainer upon execution of this Agreement. This retainer shall be held by Wright Engineering Corp. and applied against the final invoice.

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,

Wade T. Williams P.E.
Wright Engineering Corporation

I have received and read Appendix 'A' and agree to all terms and conditions as outlined in Appendix 'A' and this proposal. By signing, the proposal becomes the agreement and is executed.

Accepted this_____day of_____2012

_____
(Company Name)

_____
(Signature)

_____
(Print or Type Name)

_____
(Title)

The Client agrees that the technical methods, techniques, and pricing information contained in any proposal submitted by Wright Engineering pertaining to this project or in this Agreement or any addendum thereto, are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering.

Appendix 'A'
Terms and Conditions

Certifications
Wright Engineering Corp. shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence Wright Engineering Corp. cannot ascertain.

Termination of Services
This agreement may be terminated by the Client or Wright Engineering Corp. should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Wright Engineering Corp. for all service rendered to the date of termination and all reimbursable expenses.

Ownership of Documents
All documents produced by Wright Engineering Corp. under this agreement shall remain the property of Wright Engineering Corp. and may not be used by the Client for any other endeavor without the written consent of Wright Engineering Corp.

Billings/Payments
Invoices for Wright Engineering Corporation services shall be submitted, at Wright Engineering Corporation's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, Wright Engineering Corporation may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate or suspend the performance of the service. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of one-and-one-half percent (1.5%) (or the maximum rate allowed by law, whichever is less) on the then unpaid balance. In the event any portion, or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection including reasonable attorney's fees.

Unauthorized Changes
In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by Wright Engineering Corp. without obtaining Wright Engineering Corporation's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against Wright Engineering Corp. and to release Wright Engineering Corp. from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Wright Engineering Corp. from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to Wright Engineering Corporation's construction documents without the prior written approval of Wright Engineering Corp. and that further requires the Contractor to indemnify both Wright Engineering Corp. and the Client from any liability or cost arising from such changes made without such proper authorization.

Permits and Approvals
It is the responsibility of the Client to obtain all permits and approvals normally required by law for projects similar to the one for which Wright Engineering Corporation's services are being engaged. Wright Engineering Corp. may assist the Client as requested in applying for those permits and approvals for an additional fee. This service is not included in the Basic Services of this Agreement.

Construction Supervision
The Consultant shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with this Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. The Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Changed Conditions
If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Attorneys' Fees
In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

Mediation
In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless parties mutually agree otherwise.

Proprietary Information
The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by Wright Engineering Corp pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of Wright Engineering Corp.

Indemnification
The Consultant and the Subconsultant mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own negligent acts in the performance of their services under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

Limitation of Liability
Neither the engineer, the engineer's consultants, nor their agents or employees shall be jointly or individually liable to the owner in an amount in excess of our fees.

Biological Assessments, US Army Corps Issues,
T & E Surveys, Riparian Restoration

BIOZONE, INC.

ARCHIE M. DICKEY, Ph.D. Owner-President
P.O. Box 13027, Prescott, Arizona 86304-3027
(928) 541-1266 Fax (928) 541-1134
Email: biozone@ cableone.net

May 21, 2012
Modified 6/28/2012

TO: Rich Poynor
Lyon Engineering

FROM: Archie M. Dickey
President, Biozone

SUBJECT: Biological Assessment associated with Side Road Roundabout Project

Biozone, Inc. will do a biological assessment of the impact area associated with the proposed Side Road Connector Roundabout at State Route 89 Project. This will include a 20 foot area on both sides of the right-of-way along State Route 89 from State Route 89A south to the proposed roundabout and then approximately 2400 feet beyond the roundabout to the south.

The biological assessment will include:

-walking survey of vegetational composition of the site and habitat description,
-evaluation of USFWS threaten and endangered species list for the area,
-and evaluation of present or absents of USFWS threaten and endangered species or their habitat within project area.

PRICE: $3500.00

Prices include time on the job, report prep time, travel, and overhead costs.

Lyon Engineering will provide maps and/or aerial photographs and permission to enter property.

TIMELINE: Once **notice to proceed** has been signed, fieldwork will be done. The final report will be completed within the following 3 weeks.

Notice to proceed

The above proposal is acceptable to both parties. Biozone, Inc. will start on this project as soon as possible after signatures are obtained.

SIGNATURES

For: Lyon Engineering

_____ Date:_____

For BIOZONE:

Archie M. Dickey Date: May 21, 2012
Archie M. Dickey, Ph.D.

BIOZONE, INC.
P.O. Box 13027
Prescott, AZ 86304-3027
928-541-1266
928-541-1134 FAX

Tax Number 86-0707298

EnviroSystems Management, Inc.

Environmental Planning · Regulatory Compliance

SERVICES AGREEMENT

Project Name: Side Road Connector Roundabout CRI	**Project Number:** 1668-12
Date: June 4, 2012	
Company Name: Lyon Engineering	
Address: 1650 Willow Creek Road	
City, State, Zip Code: Prescott, AZ 86301	
Telephone/Fax: 928.776.1750/928.776.0605, rgpoynor@gmail.com	
Client Contact Person: Mr. Richard G. Poynor, P.E., Vice President	
Taxpayer Identification No.:	

Scope of Services (check one):

☒ Services to be performed are: Completion of cultural resources inventory (CRI) & evaluation for the City of Prescott's Side Road Connector Roundabout Project, Yavapai County, AZ. The project involves construction of a roundabout at the future intersection of Side Road & SR 89. The area requiring inventory along SR 89 and at the roundabout totals about 8.84 acres. To provide some buffer for construction, ESM intends to inventory 14.60 acres, and additionally, to spend time further characterizing the Constellation Crash Site, which extends into the roundabout work area and has not to date been formally recorded or registered as a site with the Arizona State Museum (ASM). Two other previously known sites fall within the project area and will also be revisited and evaluated with respect to the project. ESM will complete the pre-field archival research, field inventory & sites evaluation, & reporting following State standards for submittal to the City of Prescott & ASM.

Fees for EnviroSystems' Services (check one):

☒ $ 8,840.00 on a Fixed Fee basis.

☐ $_____ on a Time and Materials basis (per attached rate schedule).

☐ Not to Exceed $_____ on a Time and Materials basis (per attached rate schedule).

Reimbursements of Other Direct Costs (ODCs) (check one):

☒ ODCs are included in the Professional Services Fees.

☐ $_____ without Client approval.

Payment Terms: Unless otherwise agreed to in writing by EnviroSystems, Client will be invoiced monthly or upon task completion (whichever comes first) for services rendered & costs incurred based on percentage of completion/ hours expended, as applicable. All billed amounts are due & payable upon presentation of the invoice & become overdue if payment is not received within thirty (30) days after the date of invoice. In no event shall payment to EnviroSystems be withheld pending Client's receipt of payment by a third party. Payment should be remitted to: 23 East Fine Avenue, Flagstaff, Arizona 86001. **Tax ID Number 86-0971241.**

By: EnviroSystems Management, Inc., an Arizona Corporation	Client: a(n):
By: (signature)	By: (signature)
Name: Lynn A. Neal	Name:
Title: Vice President	Title:
Date: June 4, 2012	Date:

OTHER STANDARD TERMS AND CONDITIONS

1. *Scope of Services.* Subject to the terms set forth on the face hereof and those contained herein (collectively "this Agreement"), EnviroSystems Management, Inc. ("EnviroSystems" or "ESM") shall provide those services that in signing we have agreed to provide under this agreement ("the Services").

2. *Payment,* In the event of late payment, the failure to provide a retainer or other breach of this Agreement by Client, EnviroSystems reserves the right to (i) stop work; and /or (ii) apply any existing retainer and condition the performance of further services on obtaining payment in full of any unpaid balance and an additional retainer; and/or (iii) terminate this Agreement; and /or (iv) pursuer all other rights and remedies available under this Agreement or applicable law. EnviroSystems reserves the right to withhold its work product pending payment in full. Unless Client objects in writing to any charges set forth in an invoice within 10 days of receipt of the invoice, such invoice shall be deemed accepted. Client shall be responsible for any sales, tax transaction privilege tax, use tax, excise tax or similar taxes, if applicable, on the work performed under this Agreement.

3. *Termination.* In the event that this Agreement is terminated and the Services are priced on a fixed fee basis, EnviroSystems shall be entitled to payment from Client based on the percentage of work completed up to the time of termination as reasonably estimated by EnviroSystems. In the event that this Agreement is terminated and the Services are priced on a Time and Materials basis, EnviroSystems shall by entitled to payment based on the number of hours worked at the applicable rate, and in all events, EnviroSystems shall be entitled to reimbursement of costs incurred prior to termination.

4. *Client Cooperation and Compliance,* Client shall fully cooperate with EnviroSystems as requested by EnviroSystems and as necessary or appropriate to facilitate the completion of the Services. Client is responsible for providing EnviroSystems with all information relevant to the Services available to Client and for complying with all applicable laws and requirements in connection with this Agreement. The Client Contact identified on the face hereof shall have complete authority on behalf of Client with respect to this Agreement and the Services, including the authority to provide or obtain any necessary information and approvals, and EnviroSystems may rely on such authority. In the event that a Client Contact is not identified, EnviroSystems may treat any representative of the Client that communicates with EnviroSystems with respect to this Agreement or the Services as The Client Contact.

5. *Third-Party Services and Costs.* EnviroSystems may, at its discretion, use subcontractors to complete the Services. EnviroSystems shall not be responsible for acts or omissions of subcontractors and Client hereby releases EnviroSystems from any claims related thereto. Client shall reimburse EnviroSystems for costs incurred in connection with the Services as provided in this Agreement. Unless otherwise agreed by EnviroSystems in writing, subcontractor costs shall be subject to a 20% administrative fee and other costs shall be subjects to a 10-15% administrative fee.

6. *Delays.* In the event that EnviroSystems provides an estimated completion date, we will use reasonable efforts to complete the services on or prior to that date subject to Client's compliance with this Agreement and other factors beyond EnviroSystems' reasonable control. EnviroSystems is not responsible for delays or other circumstances caused by the unavailability of third-party services, delays in government approvals, or other factors beyond our reasonable control.

7. *Limited Warranty; Disclaimer,* EnviroSystems warrants that the Services performed by its employees will be performed substantially in conformance with the standard of care observed by similarly situated companies providing services under similar conditions. In the event of a breach of the foregoing warranty, EnviroSystems' sole obligation shall be to use commercially reasonable efforts to re-perform the Services in compliance with such warranty, if possible, or at EnviroSystems' option, refund the fees paid by Client for the Services. Except for the foregoing warranty, the services and information provided under this agreement are provided "as-is" and EnviroSystems disclaims to the maximum extent permitted by law all warranties relating to such services and information including any implied warranties of merchantability or fitness for a particular purpose. Client understands that for various reasons investigations conducted by EnviroSystems may not uncover all relevant information and that reports generated by EnviroSystems may rely on various third-party information which EnviroSystems may assume to be accurate without independent verification. Any maps or similar materials provided by EnviroSystems are for illustration only and should not be relied on as surveys. No opinions are intended to be expressed by EnviroSystems for matters that require legal expertise or other specialized knowledge beyond that customarily possessed by similarly situated environmental consulting companies.

8. *Limitations of Remedies.* In the event that Client incurs any damages in connection with this Agreement or the Services, EnviroSystems' liability shall in no event exceed the amount actually paid by the Client to EnviroSystems for the Services. To the maximum extent permitted by law, EnviroSystems shall have no other liability to Client for any damages, whether general, special, incidental, or consequential, including any lost profits or lost savings, whether or not foreseeable. Client expressly acknowledges and agrees that EnviroSystems is entering into this Agreement in reliance on the disclaimers and limitations set forth herein.

9. *Choice of Law and Forum; Attorneys' Fees,* This Agreement shall be governed exclusively by its terms and by the laws of the State of Arizona as applied to contracts entered into in Arizona between Arizona residents without regard to the State's rules concerning choice of law. Client herby consents and agrees to exclusive jurisdiction and venue in Coconino County, Arizona, provided that EnviroSystems may pursue collection efforts for any amounts payable under this Agreement in any forum having jurisdiction. Client shall reimburse EnviroSystems on demand for all attorneys' fees, costs and expenses incurred by EnviroSystems (including any commissions payable to collection agencies) in seeking to collect amounts payable under this Agreement (including fees, costs and interest) or otherwise seeking to enforce its rights under this Agreement.

10. *Severability,* In the event that any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect, and the provision held to be invalid or unenforceable shall be automatically amended to most closely approximate the original provision on terms that are valid and enforceable and the court or other adjudicating authority shall make such amendment accordingly.

11. *Assignment; Successors; Third-Parties,* Client may not assign its rights under this Agreement with out EnviroSystems' written consent and, unless otherwise expressly agreed by EnviroSystems in writing, Client shall in all events, remain responsible for the performance of its obligations hereunder notwithstanding any such assignment. This Agreement shall be binding upon assignees and other successors. Any services and information provided by EnviroSystems are being furnished solely for Client's benefit and only with respect to the project that is the subject of this Agreement and no third-party may rely thereon and no third-party shall be construed to be a beneficiary of this Agreement.

12. *Integration; Modification; Waiver,* This Agreement reflects the entire agreement of the parties relating to the subject matter hereof, and any prior understandings, agreements or representations related to such subject matter are hereby superseded. This Agreement shall control over any conflicting documents and shall be the sole source of any obligations of EnviroSystems. No provision of this Agreement shall be deemed amended or waived by EnviroSystems unless a written amendment or a form of waiver is signed by EnviroSystems. All attachments authorized by EnviroSystems are hereby incorporated into this Agreement. This Agreement may be executed in counterparts and delivered by any reasonable means including facsimile.

13. *Interpretation; Notices,* The terms of this Agreement constitute the written expression of the mutual agreement of the parties and shall be construed neutrally and not for or against either party. When used in this Agreement the term "include" or "including" shall be construed as illustrative and not exhaustive. The headings in this Agreement are inserted for convenience; the provisions of this Agreement shall control. Periods of time established by this Agreement in days shall be calculated using calendar days and not business days unless otherwise specified. Notices and communications given and made in connection with this Agreement may be given and made by any reasonable means including facsimile or email if reasonable in the circumstances.

14. *Relationship; Authority,* The relationship of the parties hereunder is that of independent contractors and not principal-agent, partners, or otherwise. Except as expressly provided under this Agreement, neither party shall have any authority to act on behalf of or bind the other party. Only EnviroSystems' project manager or an officer of EnviroSystems shall be authorized to bind EnviroSystems.

15. *Non-Discrimination*, EnviroSystems shall not discriminate or allow parties under its control to discriminate in violation of the Rehabilitation Act, 29 U.S.C. § 793, the Vietnam Era Readjustment Assistance Act, 38 U.S.C. § 4212, or Executive Order 11246 or similar requirements to the extent applicable, and shall, to the extent required, take affirmative action to employ and advance in employment qualified individuals.

Mark Di Lucido, Landscape Architect

June 27, 2012

Mr. Richard Poyner, P.E.
Vice President
Lyon Engineering
1650 Willow Creek Road
Prescott, AZ. 86301

Re: Side Road Project, Landscape Architecture Services *Revised* Proposal

Hi Rich,

Thanks for the invitation to submit this proposal for landscape architecture services for the Side Road Roundabout project. This proposal is based on the scope of work that you and I discussed on 5/22/2012; *the City of Prescott's potential need for an alternative to a plant based roundabout design*; and is limited to landscape architecture design within the roundabout. Because the location and configuration of the proposed artwork is undetermined, I've included two re-designs in ***Deliverable B (E)***. *As an alternative to deliverables A & B, I've included deliverables D & E which would substitute a hardscape design for the planting design/irrigation design.*

Assumptions:

1. Autocad (preferable) or .jpg base drawings provided by Lyon Engineering
2. Artwork design by others and provided to Mark Di Lucido, Landscape Architect

Deliverable A: (50%) Landscape and drip irrigation construction documents coordination/review set and construction cost estimate; and (1) meeting with stakeholders. Product: PDFs and Autocad files.

$685

Deliverable B: (100%) Landscape and drip irrigation construction documents and construction cost estimate, and (1) meeting with stakeholders. Product: PDFs and Autocad files. Includes (2) redesigns based on artwork setting requirements.

$750

Proposal

320 Cochise Street, Prescott, Arizona 86303
mdilucido@cableone.net
928.499.8216

Deliverable D: *(50%) Hardscape coordination/review set and construction cost estimate; and (1) meeting with stakeholders. Product: PDFs and Autocad files.*

$685

Deliverable E: *(100%) Hardscape construction documents and construction cost estimate, and (1) meeting with stakeholders. Product: PDFs and Autocad files. Includes (2) redesigns based on artwork setting requirements.*

$750

Additional services if required:

Deliverable C: Bidding and Construction Services. Each site visit and report to be billed at $150

1. Perform a minimum of 2 site visits and write CA reports
2. Attend final walk-thru for the purpose of determining substantial completion and punch list.

COMPENSATION AND PAYMENT SCHEDULE

CLIENT agrees to compensate MARK DI LUCIDO, Landscape Architect, for the services performed under this Agreement for those Tasks listed above under *Deliverables A & B, or, D & E,* in the amount of one thousand four hundred thirty five dollars ($1,435). In the event there are significant and material changes in the PROJECT scope or schedule, CLIENT and MARK DI LUCIDO, Landscape Architect, will negotiate changes in fee(s). First payment, in the amount of $685, will be made by client upon receipt of Deliverable A *(D)* and within 15 calendar days following invoice date. Successive payments corresponding to the Deliverables listed above shall be made following client's receipt of each deliverable and within 15 days of invoice date. All past due accounts shall be subject to a late charge of 2% per month until paid.

This proposal may be withdrawn if not accepted within 30 days.

Submitted by: MARK DI LUCIDO, Landscape Architect,

Mark Di Lucido, Principal

Acceptance of proposal:

The above fees, specifications, and conditions are satisfactory and are hereby accepted.
MARK DI LUCIDO, Landscape Architect, is authorized to do the work as specified. Payment will be made as outlined above.

Signature _____ Date _____

Print Name _____

Firm Name _____

Proposal

320 Cochise Street, Prescott, Arizona 86303
mdilucido@cableone.net
928.499.8216

CORE STRUCTURE GROUP, LLC

621 East Gurley Street
Prescott, Arizona 86301
www.CoreStructureGroup.com
Phone: (928) 899-8696
Fax: (928) 775-4843

Project Proposal and Agreement

(An Agreement for Limited Professional Engineering Services when Signed)

Client Name: Lyon Engineering, Inc
Address: 1650 Willow Creek Road
Prescott, AZ 86301
Phone: (928) 776-1750
Fax: (928) 776-0605

Quote Date: 07/03/12

Contact: Richard Poynor
Phone: (928) 776-1750
Email: richpoynor@lyonengineering.com

Project Name: Hwy 89/ Side Rd Structural Assessment
Project Address:

Building Department: Prescott, AZ
Job Type: Misc. Structures

Scope of Work	Billed As	Rate	Quantity	Item Total
Structural Engineering	Lump Sum	$200	1	$200
Structural Drafting: Misc Structural Drafting	Lump Sum	$150	1	$150
Forensic Study: Structural Condition Assessment	Lump Sum	$1,000	1	$1,000
			(NTE) Total:	$1,350

Project Notes:

- Project includes structural engineering and drafting for an extension to the top of the ADOT box culvert for retaining / guard walls.
- Structural condition assesssment is for visual review of condition of existing box culvert and recommendation for either leaving in place or removing.
- Total amount as shown above will be "Not To Exceed" and only the hours used will be billed.
- Project includes construction phase services noted in the attached Terms and Conditions, including but not limited to, shop drawing review, response to a reasonable number of RFI's, construction clarifications and review of submittals and reports from the building department.

This Project Proposal and Agreement and attached Term and Conditions constitute the entire Agreement between Core Structure Group, LLC (referred to as SE) and Lyon Engineering, Inc

Offered by (SE): CORE STRUCTURE GROUP, LLC

Stanford Lake, Vice President

Signature

Accepted for: Lyon Engineering, Inc

Date

Signature

The Terms and Conditions are attached and are part of this agreement.

CORE STRUCTURE GROUP, LLC

621 E. Gurley St,
Prescott, AZ 86301

www.CoreStructureGroup.com

Phone: 928.899.8696
Fax: 928.775.4843

Terms and Conditions 1 of 2

Structural Engineer (SE) shall perform the services outlined in this Agreement for the stated fee arrangement.

Fees and Retainers

A retainer fee of $400 shall accompany the signed copy of the proposal before any work by SE will begin. Full payment will be due upon delivery.

Billings/Payments

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered past due if not paid within 30 days after the invoice date and the SE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including but not limited to reasonable attorneys fees.

Access to Site

Unless otherwise stated, the SE will have access to the site at any time for activities necessary for the performance of the services. The SE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage. All owner or agent requested site visits require signed authorization for additional fees related to that visit.

Hidden Conditions and Hazardous Materials

The parties understand that the Client is acting as agent to the Ultimate Client (Owner of the Project) and contracts as follows: A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the SE has reason to believe that a structurally deficient condition may exist, the SE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, the Ultimate Client shall authorize and pay for all costs necessary to correct said condition to the satisfaction of the SE. If: (1) The Client fails to authorize such investigation or correction after due notification; or (2) The SE, after a physical inspection, has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the SE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including but not limited to asbestos. If the Client has made reasonable written efforts to inform the Ultimate Client of the need, and the Ultimate Client refuses to grant permission, the SE will contact the Ultimate Client directly, with copies to the Client, indicate that need in writing. If the Ultimate Client refuses to cooperate then the SE has performed his due diligence and will proceed forward with the required notices to the appropriate notices to authorities pertaining to potential structural issues with the project.

Indemnifications

The SE shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses and expenses to the extent they are caused by the negligent acts or omissions of the SE or its employees in the performance of its services under this agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless the SE and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SE) or anyone for whose acts any of them may be liable. The Client agrees to notify the SE in a timely manner of any potential claims that may arise. This indemnification shall include any claim, damage or loss due to the presence of hazardous materials.

Termination of Services

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the SE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by the SE under this Agreement shall remain the property of the SE and are site specific and may not be used by the Client for any other endeavor without the written consent of the SE.

CORE STRUCTURE GROUP, LLC

621 E. Gurley St,
Prescott, AZ 86301

www.CoreStructureGroup.com

Phone: 928.899.8696
Fax: 928.775.4843

Terms and Conditions 2 of 2

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and the SE, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the SE's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause(s) shall not exceed the total amount of the limit of liability coverage of the SE's professional liability insurance, currently one million dollars ($1,000,000.00). Such causes include, but are not limited to, the SE's negligence, errors, omissions, strict liability, breach of agreement or breach of warranty.

Dispute Resolution

Any claim or dispute the Client and the SE shall be submitted to mediation, subject to the parties agreeing to a mediator. This agreement shall be governed by the laws of the State of which this contract is consummated.

Construction Phase Services

Unless noted otherwise in the Scope of Work, Construction Phase Services are included in the Design Fee and cannot be taken out.

The following elements are included as part of the Services Related to Construction Phase:
1. Providing addenda and clarifications needed for interpretation of SE's structural construction documents
2. Reviewing specified submittals for items designated by SE
3. Reviewing submittals for pre-engineered elements, systems and trusses
4. Reviewing testing and inspection reports, and initiating appropriate action to those reports if required
5. Assisting in review of change orders relating to structural work

Additional Services

The following items are considered to be additional services, which will be billed on an hourly basis according to the SE's current billing rates in effect at the time of service ($125/hour March 2012). These fees are in addition to fees quoted for the Basic Services listed above. Written notification will be given to the Client before the SE proceeds with any Additional Services.

Additional Services that are outside the scope of the Basic Services (see above) include but are not limited to:
1. Redesign to reduce construction cost, where the reason for the excessive cost is outside the SE's control
2. Redesign services necessitated by major changes in architectural design after the preliminary phase has been completed.
3. Redesign services requested to accommodate particular construction materials or methods, or services related to contractor's construction-related equipment (such as cranes, hoists, drill rigs, earth movers, etc.)
4. Services necessitated by corrections or revisions resulting from contractor's deviations from the construction documents
5. Services in connection with any public hearing, arbitration, or legal proceedings with respect to the project, including preparation for litigation or arbitration as witnesses or consultants.
6. Services necessitated by fire or other damage to the construction
7. Services requested after completion of the structural part of the project
8. Site work (unless specifically indicated in the Letter of Agreement)

Exclusions

Non-structural, secondary structural elements, and attachments not a part of the primary structural system, are not included in this Agreement.

Excluded items include but are not limited to:
1. Exterior cladding, and exterior curtain wall systems and storefronts
2. Skylights, antennas, poles, canopies, veneers, and precast panels
3. Seismic bracing and supports for mechanical, electrical, and plumbing systems
4. Special Inspections as required by Code
5. Non-bearing partitions, ceilings, railings, handrails, and residential staircases
6. Shoring of the excavations for retaining walls, and temporary shoring of existing adjacent properties as necessary during construction

APPENDIX B – Consultant Fees

City of Prescott
Side Road Connector Roundabout at State Route 89
City Project No. CIP11-019

Fee Proposal
Lyon Engineering & Surveying, Inc.
7/23/2012

Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	CLER	Total	Total
		$ 150	$ 85	$ 125	$ 125	$ 140	$ 75	$ 60		
Task Series 1000	**Project Management**									
Task 1100	General			4		20			24	$ 3,300
Task 1200	Project Meetings									
Subtask 1210	Kickoff Meeting				2	2		1	5	$ 590
Subtask 1220	Design Phase Coordination and Workshop Meetings				24	6		8	38	$ 4,320
Subtask 1230	Submittal Review and Design Review Meetings				20	4		12	36	$ 3,780
Subtask 1240	Private Stakeholder Meetings				20	6		6	32	$ 3,700
Subtask 1250	Public Open House Meetings and Council Meeting				20	5		4	29	$ 3,440
Subtask 1260	Coordination with Utility Companies				12	2		4	18	$ 2,020
Task 1300	Detailed Design Schedule					20			20	$ 2,800
Task 1400	Coordination with RTE (Scott Ritchie)				24	4		2	30	$ 3,680
Task 1500	Management of Subconsultants					24			24	$ 3,360
Task Series 1000 Subtotal		0	0	4	122	93	0	37	256	$ 30,990
Task Series 2000	**Pre-Design**									
Task 2100	Preliminary Jurisdictional Determination (per Corps. of Eng.)				45	4			49	$ 6,185
Task 2200	As-Built Acquistion and Review					3			3	$ 420
Task 2300	Field Walk of Blue Stake			1	1	1			3	$ 390
Task 2400	Pothole Coordination					3			3	$ 420
Task Series 2000 Subtotal		0	0	1	46	11	0	0	58	$ 7,415

City of Prescott
Side Road Connector Roundabout at State Route 89
City Project No. CIP11-019

Fee Proposal
Lyon Engineering & Surveying, Inc.
7/23/2012

Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	CLER	Total	Total
		$ 150	$ 85	$ 125	$ 125	$ 140	$ 75	$ 60		
Task Series 3000	**Side Road Connector Roundabout Design**									
Task 3100	Conceptual Design									
Subtask 3110	Field Data Import & Analysis		8		4				12	$ 1,180
Subtask 3120	Design Development				40				40	$ 5,000
Subtask 3130	30% Preliminary Design Package				260	8			268	$ 33,620
Task 3100 Subtotal		0	8	0	304	8	0	0	320	$ 39,800
Task 3200	Detailed Design									
Subtask 3210	60% Design				240	4			244	$ 30,560
Subtask 3220	90% Design				120	8			128	$ 16,120
Subtask 3230	Final P.S. & E.				40	2			42	$ 5,280
Task 3200 Subtotal		0	0	0	400	14	0	0	414	$ 51,960
Task 3300	Permitting									
Subtask 3310	ADEQ Water & Wastewater Permitting				14	1			15	$ 1,890
Task 3300 Subtotal		0	0	0	14	1	0	0	15	$ 1,890
Task Series 3000 Subtotal		0	8	0	718	23	0	0	749	$ 93,650
Task Series 4000	**Post Design Engineering Services**									
Task 4100	Project Administration									
Subtask 4110	Conferences and Meetings				16	16			32	$ 4,240
Subtask 4120	Project Coordination					40			40	$ 5,600
Subtask 4130	Issue Resolution				20	4			24	$ 3,060
Subtask 4140	Submittal Reviews					25			25	$ 3,500
Subtask 4150	Record Drawings				24	4			28	$ 3,560
Task 4100 Subtotal		0	0	0	60	89	0	0	149	$ 19,960
Task 4200	Inspection Services									
Subtask 4210	Coordination					8			8	$ 1,120
Subtask 4220	Engineers Certificate of Completion (ECC)					8	24		32	$ 2,920
Subtask 4230	Site Visits				20	10			30	$ 3,900
Subtask 4240	Substantial and Final Completion Inspections					12	12		24	$ 2,580
Task 4200 Subtotal		0	0	0	20	38	36	0	94	$ 10,520
Task Series 4000 Subtotal		0	0	0	80	127	36	0	243	$ 30,480

City of Prescott
Side Road Connector Roundabout at State Route 89
City Project No. CIP11-019

Fee Proposal
Lyon Engineering & Surveying, Inc.
7/23/2012

Task No.	Task Description	GPS	STCH	SMGR	ENG	PE	INSP	CLER	Total	Total
		$ 150	$ 85	$ 125	$ 125	$ 140	$ 75	$ 60		
Task Series 5000	**Special Services**									
Task 5100	Land Surveying									
Subtask 5110	Field Topography Survey & Subconsultant Layout	64	4	2					70	$ 10,190
Subtask 5120	Field Survey of Preliminary Jurisdictional Limits	6	2	1					9	$ 1,195
Subtask 5130	Potholed Utility Survey	4	1	1					6	$ 810
Subtask 5140	Right of Way and Property Boundary Survey	16	4	1					21	$ 2,865
Subtask 5150	Title Research & Review		16	1					17	$ 1,485
Subtask 5160	Staking of Easements and Right-of-Way	12	2	1					15	$ 2,095
Subtask 5170	Right of Way Dedications & Legal Descriptions		40	4					44	$ 3,900
Subtask 5180	As-Built Field Survey	32	2	2					36	$ 5,220
Task 5100 Subtotal		134	71	13	0	0	0	0	218	$ 27,760
Task 5200	Subconsultants									
Subtask 5210	Potholing - Fann Environmental (7 Potholes)									$ 3,850
Subtask 5220	Geotechnical - Ninyo & Moore									$ 13,507
Subtask 5230	Signage Design & Striping QA - Stanley Consultants									$ 5,320
Subtask 5240	Electrical - Wright Engineering									$ 5,970
Subtask 5250	Biological - Biozone, Inc.									$ 3,500
Subtask 5260	Archeological - EnviroSystems, Inc.									$ 8,840
Subtask 5270	Landscaping - Mark Di Lucido, RLA									$ 1,435
Subtask 5280	Structural - Core Structural Group, LLC									$ 1,350
Task 5200 Subtotal										$ 43,772
Task Series 5000 Subtotal		134	71	13	0	0	0	0	218	$ 71,532
Task Series 1000 through 5000 Subtotal		134	79	18	966	254	36	37	1524	$ 234,067
Other Direct Costs										
Copying and Courier										$ 1,500
Other Direct Costs Subtotal										$ 1,500
Allowances										
Phase 2 Design Option	Phase 2 Design of Additional SR89 Dual Lanes				60	4				$ 8,060
Phase 2 Survey	Additional Filed Survey for Phase 2 Design	16	2							$ 2,570
Contingency (5%)	Per the Request of the City of Prescott									$ 11,703
Allowances Subtotal										$ 22,333
Contract Total										**$ 257,900**

Labor Codes Legend:

GPS - GPS Survey Crew, **STCH** - Survey Technician, **SMGR** - Survey Manager, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **CLER** - Clerical

III. N

COUNCIL AGENDA MEMO – August 14, 2012	
DEPARTMENT: Public Works	
AGENDA ITEM: Award of a bid and contract for the Sundog Wastewater Treatment Plant Traveling Bridge Sand Filter Rehabilitation Project to Garney Companies, Inc., in the amount of $386,000.00	

Approved By:		**Date:**
Department Head:	Mark Nietupski	8/3/2012
Finance Director:	Mark Woodfill	
City Manager:	Craig McConnell Craig McConnell	8-7-12

Item Summary

This item is to award a bid and contract to Garney Companies, Inc., to replace the traveling bridge sand filter underdrain system at the Sundog Wastewater Treatment plant. The new underdrain system will replace the existing system that is seriously deteriorated and has exceeded its service life. The underdrain filter system is a critical component in the treatment process and necessary to assure operational compliance with ADEQ regulatory requirements.

Background

The existing traveling bridge sand filters manufactured by Infilco Degremont, Inc,. were installed during the plant expansion in 1990. There are two traveling bridge sand filters that operate in parallel in the same general location at the facility. The average life expectancy of the underdrain system on these filters is in the range of 15 to 20 years with proper cleaning and maintenance. This system has exceeded the maximum life expectancy.

The sand filters are necessary to reduce the turbidity in the final effluent prior to the disinfection process. Without filtration (turbidity reduction), the Ultra Violet Disinfection System and/or Chlorine Gas Disinfection System used in the final treatment process are less efficient/effective and more costly to operate to ensure disinfection to the level required by the Aquifer Protection Permit (APP). The sand filters are also permitted as a wastewater treatment unit process on the City's APP and must be reported in good working condition each quarter for compliance.

Procurement

The project solicitation utilized a "multi-step" sealed bid process consisting of: 1) a request for a statement of qualifications; and 2) a priced bid submittal for those companies meeting the qualification criteria of the solicitation.

Agenda Item: Award of a bid and contract for the Sundog Wastewater Treatment Plant Traveling Bridge Sand Filter Rehabilitation Project to Garney Companies, Inc., in the amount of $386,000.00

Four bids were received from the following companies:

Company	Location	Bid
Garney Companies, Inc.	**Phoenix, AZ**	**$386,000.00**
Fann Environmental** see below	Prescott, AZ	$397,125.00
Hunter Contracting Company	Phoenix, AZ	$562,500.00
Fann Environmental** see below	Prescott, AZ	$799,635.00
Engineer's Estimate		$550,000.00

** The procurement process allowed companies to submit multiple proposals, each in separate packages.

Written confirmation of their bid has been received from the low bidder, Garney Companies, Inc. Verification of the company's license, bonding, references, and successful performance of similar projects in the past has been completed. Garney Companies, Inc., has met the bid requirements and has demonstrated the best value when the price, warranty, maintenance, and other factors are considered.

Project Schedule

Commence Construction	October 2012
Completion	December 2012

Budget

The project will be financed through the Water Infrastructure Finance Authority of Arizona (WIFA), requiring the contractor to pay Davis-Bacon wages.

FY 2013 funding for the Sundog WWTP Traveling Bridge Filter Rehabilitation Project was budgeted and is available within the Wastewater Fund.

Recommended Action: MOVE to award the bid and contract for the Sundog Wastewater Treatment Plant Traveling Bridge Sand Filter Rehabilitation Project to Garney Companies, Inc, in the amount of $386,000.00.

SUNDOG TRAVELING BRIDGE SAND FILTER
BID EVALUATION

	STEP I		STEP II					
Bidder	**Met**	**Not Met**	**Price**	**Unit**	**Maint**	**2 yr. Warr Y/N**	**Addtl Warr Y/N**	**Other Factors**
Fann Environmental (Kruger)	Y		$799,635	Kruger Disk	High	Y	N	None
Hunter Contracting Co. (IDI)	Y		$562,500	Media Filter	Low	Y	N	None
Fann Environmental (Aqua)	Y		$397,125	Media Filter	Low	Y	N	None
Garney Construction (Aqua)	Y		**$386,000**	Media Filter	Low	Y	N	None
Siemens (GS)		N						
Tackett (IDI)		N						
Garney Construction (IDI) **	Y							
Fann Environmental (WTEC)		N						
Fann Environmental (IDI) **	Y							
Fann Environmental (NOVA)		N						

Note ** IDI and Aqua viewed as equals by staff; option offered to bidder to submit lowest cost package

8/8/2012

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COUNCIL AGENDA MEMO – August 14, 2012

DEPARTMENT: City Manager

AGENDA ITEM: Approval of payment in the amount of $10,000.00 to the Yavapai Humane Society for improvements to the Animal Shelter on Sundog Ranch Road

Approved By:			**Date:**
Finance Director:	Mark Woodfill		
City Manager:	Craig McConnell	Craig McConnell	8-8-12

Item Summary

Pursuant to the Animal Sheltering Service Agreement between the City and Yavapai Humane Society (City Contract No. 2011-465), at the August 7th Council meeting Ed Boks, Executive Director of YHS, presented the annual report of activities performed under this contract.

Mr. Boks also outlined a proposed 50-50 private-public partnership for improvements to the Animal Shelter located on Sundog Ranch Road. Specifically, YHS is seeking public financial participation for one-half of the estimated cost of $80,000 for constructing a new, pre-engineered building to provide space for medical observation and isolation, warehousing supplies, and providing an employee training area. This building will replace donated truck trailers and various small, inadequate, deteriorated temporary structures.

At their meeting of August 6, 2012, the Yavapai County Board of Supervisors approved $20,000 for the project. The Prescott Valley Town Council is scheduled to consider contributing funding of $10,000 at their meeting of August 8th. YHS is suggesting that a like amount of participation ($10,000) be provided by the City of Prescott.

Budget

Should the Council allocate funding for this project, the $10,000 would be provided from Unassigned Fund Balance in the General Fund. The budgeted balance in the current fiscal year (FY 13) is approximately $1.7 million.

Recommended Action: Move to approve a payment in the amount of $10,000.00 to the Yavapai Humane Society for improvements to the Animal Shelter.