City of Prescott

City Council - Voting Meeting

June 24, 2025 | 3:00 PM
201 N Montezuma Street
City Council Chambers
Prescott, AZ 86301

AGENDA

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

Viewing & Participation

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

1. **CALL TO ORDER**
2. **INTRODUCTIONS / ANNOUNCEMENTS**
3. **INVOCATION - Pastor Dan Hurlbert with Prescott United Methodist**
4. **PLEDGE OF ALLEGIANCE - Councilman Montoya**
5. **ROLL CALL**
6. **PRESENTATIONS**
   A. Legislative Update Presentation from Consultants State48 Summarizing the 2025 Arizona Legislative Session
7. **OPEN CALL TO THE PUBLIC**

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

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

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

1) Responding to criticism

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

8. CONSENT AGENDA

Items listed on the Consent Agenda may be enacted by one motion and one vote. If discussion is required by members of the governing body, the item will be removed from the Consent Agenda and will be considered separately. Recommended Action: MOVE to approve Consent Agenda Items 8.A. through 8.I.

A. Approval of Meeting Minutes from the June 3, 2025 Special Council Meeting, the June 10, 2025 Executive Session, the June 10, 2025 Study Session, and the June 10, 2025 Voting Meeting.

B. Approval of Fiscal Year 2026 Contracts for Council Appointees: City Attorney, City Clerk and City Manager.

C. Approval of City Contract No. 2025-173 a Proposal for Continued Ephemeral Streamflow Monitoring Within the Big Chino Subbasin Dated May 2025 with Salt River Valley Water Users' Association and Salt River Project Agricultural Improvement and Power District (SRP) in the Amount of $323,205.00. Funding is Budgeted & Available in the Public Works Department Budget.

D. Approval of City Contract No. 2026-030 with Bennett Oil for the Purchase of Bulk Fuel Delivery Service for a Period of Three (3) Years. Funding is Available in Each Department Fund.

E. Approval of Acceptance of Four (4) Federal Aviation Administration (FAA) Grants as Follows: 1.) Grant #3-04-0030-056-2025 for Land Acquisition Phase One (1) in the Amount of $3,000,000.00; 2.) Grant #3-04-0030-060-2025 for Land Acquisition Phase Two (2) in the Amount of $1,100,000.00; 3.) Grant #3-04-0030-059-2025 for Runway 12-30 Electrical Improvements in the Amount of $856,090.60; 4.) Grant #3-04-0030-057-2025 for Hangar Development Phase One (1) in the Amount of $1,662,500.00.

F. Approval of City Contract No. 2025-170 with Rural Electric Inc. for the Runway 12-30 Electrical Improvements at Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed $665,634.00. Funding is Budgeted & Available in the Airport Fund.

G. Approval of City Contract No. 2026-029 with ADM Group, Inc. for the Design of the Hangar Development Program Phase I at Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed $269,950.00. Funding is Budgeted & Available in the Airport Fund.

H. Approval of City Contract No. 2025-174 a Settlement Agreement with Hood Tech Aero-Corp, d/b/a TacAero.

I. Approval of the July 2025 to December 2025 Residential & Non-Residential Water Budgets in Accordance with the Amended 2022 Water Management Policy.

9. CONSENT ORDINANCE

Recommended Action: MOVE to adopt Consent Ordinance Item 9.A.

A. Adoption of Ordinance No. 2025-1903 Authorizing Updates to Prescott City Code Section 3-10-8 ("Incentive Program").
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, CHAPTER

3-10, SECTION 3-10-8 (“INCENTIVE PROGRAM”) OF THE PRESCOTT CITY CODE; AND ADDING A SEVERANCE PROVISION

10. REGULAR AGENDA

A. Public Hearing for the FY2026 Budget, Expenditure Limitation, and Tax Levy; and At a Special Meeting, Adoption of Resolution No. 2025-1927 Approving the Final FY2026 Budget, Expenditure Limitation, Approved Expenditure List, and Adopting the City Authorized Position Roster.

1) Recommended Action: MOVE to close the public hearing

Mayor Goode will recess the Regular Meeting at the conclusion of the Public Hearing and Convene a Special Meeting per A.R.S. 42-17105 to Determine and Adopt Estimates of Proposed Expenditures for the Purposes Stated in the Published Proposal.
PURSUANT TO A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE PRESCOTT CITY COUNCIL AND TO THE GENERAL PUBLIC THAT THE COUNCIL OF THE CITY OF PRESCOTT, ARIZONA WILL HOLD A SPECIAL MEETING OPEN TO THE PUBLIC.
A. CALL TO ORDER
B. ROLL CALL
C. BUSINESS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DETERMINING AND ADOPTING FINAL ESTIMATES OF PROPOSED EXPENDITURES FOR FISCAL YEAR 2026, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, AND APPROVING AND UPDATING THE AUTHORIZED POSITION ROSTER FOR THE CITY OF PRESCOTT

Recommended Action: MOVE to adopt Resolution No. 2025-1927

D. ADJOURNMENT OF SPECIAL MEETING
E. REGULAR VOTING MEETING RECONVENED

Recommended Action: As noted above

B. Adoption of Resolution No. 2025-1917 Calling for a Utility Franchise Election to be Held on November 4, 2025 in Conjunction with the City's General Election and Approving Ballot Language.
Recommended Action: MOVE to adopt Resolution No. 2025-1917

C. GPA22-001: Presentation & Discussion Regarding the Updated City of Prescott 2025 General Plan and Adoption of Resolution No. 2025-1922 Approving Ballot Language for the November 4, 2025 General Election.
Recommended Action: MOVE to adopt Resolution No. 2025-1922

11. COUNCIL LIAISON BCC UPDATES

12. ADJOURNMENT

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

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

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

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on 6/19/25 at 12:00 p.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Sarah M. Siep

Sarah M. Siep, City Clerk

TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	City Clerk
ITEM #:	8.A
SUBJECT:	Approval of Meeting Minutes from the June 3, 2025 Special Council Meeting, the June 10, 2025 Executive Session, the June 10, 2025 Study Session, and the June 10, 2025 Voting Meeting.

ITEM SUMMARY

This item is for the approval of the June 3, 2025 Special Council Meeting, the June 10, 2025 Executive Session, the June 10, 2025 Study Session, and the June 10, 2025 Voting Meeting. Staff recommends approval of the minutes as presented.

BACKGROUND

None.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve minutes as presented

ATTACHMENTS

1. June 3, 2025 Special Council Meeting Minutes
2. June 10, 2025 Executive Session Minutes
3. June 10, 2025 Study Session Minutes
4. June 10, 2025 Voting Meeting Minutes

City of Prescott
City Council - Workshop Meeting

June 3, 2025 | 11:30 AM
201 N Montezuma Street
City Council Chambers, 1st Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 11:30 a.m.

2. ROLL CALL

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

3. DISCUSSION

A. **GPA22-001**: Presentation & Discussion Regarding the Updated City of Prescott 2025 General Plan.

City Clerk Sarah Siep outlined the discussion and expectations regarding discussion and comments in Chambers for the meeting.

Community Development Director Chelsea Walton provided a presentation to the Council regarding the proposed 2025 General Plan. She outlined how staff and Council have gotten to this point and what a General Plan document is and stated that it represents the input of the General Plan Committee, Planning & Zoning Commission, staff and the public based on work over the last two and a half years. Designed to be a community vision for the future, not to impose financial obligations on citizens or the City of Prescott. The General Plan aligns with the Council Strategic Plan, as a standalone document to help direct the Council. The 2015 Plan content was expanded first by staff and then prepared by the General Plan Committee and Planning & Zoning Commission who continued to work. Staff was directed to make this a usable document to track progress, with short, mid and long term goal components. Ms. Walton addressed updates to formatting and grammar which were updated, but won't be addressed today specifically. Staff needs Council direction on the General Plan.

<u>Alternate Approach to Goals & Strategies - Discussion by Section:</u>
* Fire Department
* Environmental Planning
* Water Quality
* Lakes

* Water Resources
* Climate and Energy
* Regional Cooperation
* Transportation, Collectors, Locals
* Transit
* Open Space
* Wildlife Corridors
* Digital Connectivity
* Great Places
* Historic Preservation
* Parks and Recreation
* Trails and Greenways
* Dark Sky
* Tree City USA
* Land Use
* Commerce and Industry
* Retail, Tourism and Destination Management
* Employment Sector
* Regional Competition and Cooperation
* Growth Management
* Cost of Development
* Workforce Housing
* Housing Affordability and Workforce
* Airport
* Police
* Education
* Library
* Implementation

Councilwoman Fruhwirth commented that she is happy to see a slimmed-down alternative to the proposed Plan.

Mayor Goode commented that a General Plan needs to be simple, understandable and noncontroversial. The expectations should be clear within the document and the more that is included, the more controversy and unwillingness to vote for it develop. That is his primary concern with this Plan.

Councilwoman Fruhwirth commented on the "possible initiatives list" for Environmental Quality.

Ms. Walton responded that these are things the Council could consider in the future. Staff could expand verbiage to make it clear that research will be done before coming to the Council with concepts regarding possible initiatives.

Councilman Gambogi stated that he thinks Ms. Walton did a wonderful job introducing this topic. A plan has a portion that is executable, this doesn't have a lot that can be executed. This document becomes a library for the Council's Strategic Plan. He added that other communities hire a consultant to do this, but to the City of Prescott's credit, they put their own together which gives a better metric of what is important to the city, particularly if it includes all the feedback

that has been collected since this process started.

Mayor Pro Tem Cantelme asked Ms. Walton to address how this discussion should take place.

Ms. Walton responded that if there are comments regarding grammar and formatting, they should be emailed to staff, however, if there are items and revisions that require consensus and conversation need to be discussed here.

Mayor Pro Tem Cantelme stated that there is a reference to parking in the Plan. This concerns her because the city already has a parking issue, and this would exacerbate that. She also commented on the "home of our own" program and asked why creating the city's own program is referenced in the plan.

Ms. Walton stated that there is no anticipation of curating or creating a plan, and will be going in the next couple of months.

Mayor Pro Tem Cantelme responded that this should be clearly outlined in the plan.

Councilman Grady stated that he has been involved with a lot of planning across the United States, and this General Plan has had more significant input than any other plan he has been associated with. He added that he appreciates the visual way this plan is presented. The Council and staff have been listening, but everyone needs to remember the amount of time that the General Plan Review Committee spent on this and the 60-day public comment period, so he is in support of all that work and time for this comprehensive plan. This is a 10-year plan and there should be things included that anticipate a 50,000 population.

Councilman Montoya commented that he doesn't understand how the Council will get to consensus based on this discussion and layout of presentation. He feels that one member of Council suggesting a change or plan and then moving onto another one won't get the Council anywhere.

Mayor Goode stated that there are many necessary changes which have come to the Council's attention. He doesn't think the Council should get into specifics on how things will be implemented. This is a mammoth document for the community to wade through and he doesn't want to see this plan voted down and start this process over again.

Councilwoman Fruhwirth stated that she agrees that parking is an issue not only in downtown but in other areas as well. Staff needs to design a process by which they and the Council can look at specific areas to address those concerns.

Ms. Walton stated that there can be a statement wherever parking is mentioned which states that parking needs to be looked at as a whole. She asked if Council is in agreement that this approach to the goals and strategies is the right one, because if she can get consensus on that, then staff can get into the specifics and have the plan in alignment with the state requirements regarding administrative review and approval.

Councilman Grady asked for a reference to water within sections related to growth and development.

Ms. Walton stated that it can be linked back to water resources and with reference to a long-term water management plan.

Councilwoman Fruhwirth commented that references to things that are not meaningful to the community are not helpful, but language that addresses ensuring safety for multimodal transportation throughout the community would be important to include.

Mayor Goode concurred, some of these terms may be obsolete in a few years.

Ms. Walton stated that she is hearing that Council is in favor of the alternate approach and that there is consensus as well on the more specific language being included in the General Plan rather than references to vague terminology.

Councilwoman Fruhwirth commented that the dark sky section has been in a number of General Plans, but she feels that it needs to be evaluated in order to determine whether it should continue to be included here. In the Land Use Section she would like to add "open space/recreation" to the language. Also, residential support services should be included.

Council consensus was reached and staff will work on this.

Councilwoman Fruhwirth continued that language regarding native vegetation should be made more clear, something along the lines of "encourage native vegetation".

Mayor Pro Tem Cantelme asked for definition of "tools" in Open Space Section.

Ms. Walton responded that it is more about planning, documents, etc.

Council Comments for Discussion Introduction Page 1 and 2:
* Discussion regarding adding Prescott's value statements, which were replaced by the Council Vision and Mission Statement back into the plan based on Council feedback

Councilwoman Fruhwirth stated that she didn't realize putting in the Mission and Vision would remove the Value Statements which she feels are important to have in the document, it unites the community rather than dividing it.

Councilman Grady concurred and asked where the value statements came from.

Ms. Walton responded that many of these were from the 2015 Plan and discussed with the General Plan Committee.

Consensus to add back in.

Ms. Walton continued with the Climate and Energy Section:
* Pg 196 in the agenda packet (page 39-43 of the General Plan)
* Based on feedback, staff have removed a number of sections and cleaned up that area

Councilman Grady commented that it is appropriate and purposeful to have a climate and energy section included in the General Plan, based on previous Council determination to work with the University of Arizona to create a strategy for the city as well as it being appropriate to inform the community and decision makers on climate impacts. Promoting energy efficiency should be part of the General Plan. It is not a mandate, it is a guideline.

Councilwoman Fruhwirth commented that this section had her very confused and asked staff to address the redline versus the clean version.

Ms. Walton responded that because staff did not have consensus from the Council, it was left as the March version, however, now with Council consensus, they can go in and reduce to one goal and the corresponding initiatives.

Councilwoman Fruhwirth added that she likes references in the General Plan being energy-focused rather than climate, that removes the political nature regarding concerns.

Mayor Goode agreed. In general terms, Prescott won't impact the climate at all but can adapt to droughts with revisions to zoning and city code and more efficient use of energy.

Ms. Walton continued with a review regarding the proposed future land use map:
* Council chooses where the boundaries are
* Map sends a message, and anticipates plans for the future
* Point is proactive land planning

She reviewed the proposed future land use map, boundary areas and what the future boundaries could be. Provides oversight and protection for potential future changes. This went through the General Plan Committee and Planning & Zoning Commission, so now is the time for the Council to address what they would like to see.

Councilman Montoya asked for clarification on how the map was developed. He added that he has received feedback from people who have property on this map that would not want to be annexed into the city.

Ms. Walton responded that it went through the General Plan process, with the General Plan Committee and Planning & Zoning Commission reviewing and approving. She added that the annexation process is statutorially laid out and just because a property is on this map doesn't mean that it is obligated or ever would be annexed.

Councilman Gambogi stated that this is a vision document. Prescott has a communities to the North and the East that have done a good job of annexing to

feed their visions for their communities, and this map allows Prescott to do that as well.

Mayor Goode asked if the Williamson Valley Community Association was involved in the process.

Ms. Walton responded that they were not; neither were Prescott Valley, Chino Valley or other outside agencies unless they responded in public comment.

Mayor Goode added that he has no interest in adding anything outside the Airport Specific Area.

Councilwoman Fruhwrith stated that she has little interest in annexing existing neighborhoods and doesn't think they want that either. She would like to see language in the land use codes that states nothing would be annexed unless their utilities are brought up to city standards. She added that she felt it was a hodgepodge in some of these areas regarding where their school district or fire department would be located etc. because she feels that one of the aspects in the Plan should include those things. Also, she commented that Airport Specific Area Plan should be spelled out and not abbreviated.

Councilman Grady agreed with comments about the western boundary of the city, and existing neighborhoods not being incorporated in. These things lead to questions about what the city wants to be. He would be more interested in having a discussion on what the impact on water resources and planning would be.

Councilman Moore commented that the map does not obligate the city to this growth, it is a guide. Whether or not these areas are annexed would be determined by a future Council years from now and this map was supported by the General Plan Committee and Planning & Zoning Commission. It is important to look at what other communities have done and ensure that you don't lose control over area adjacent to the City of Prescott and be more forward-thinking.

Ms. Walton responded that this was looked at relative to the "Growing Smarter" legislation. This was heavily vetted, so she isn't sure what "more research" would look like as alluded to by the Council.

Mayor Pro Tem Cantelme commented that this is exactly what long-range planning should look like. She echoed comments that existing neighborhoods should not be annexed. She added that growth should pay for growth and the Council should do a better job of making sure that happens in the future.

Councilman Montoya echoed comments regarding appropriate planning rather than doing reactive annexations as the last few annexations have been. This is how elected officials can manage growth. No issue taking the developed neighborhoods off, but is also fine leaving them on there.

Councilman Grady commented that none of the discussions at the General Plan Committee were around what they wanted the community to look like, which is

something that he wants to consider.

Councilman Moore stated that the Council is not looking long-term if they don't look west. He agrees that the Council should take the developed areas out, but anything else should be included in the map. It is a wise decision for future planning for the community.

Mayor Pro Tem Cantelme concurred. There are a lot of benefits to annexation that everyone needs to consider. In addition to that the tax base is necessary.

Mayor - leave boundary as ASAP
Moore - undeveloped sections out to the west
Fruhwirth - out to DWR parcel to carve out the fully developed neighborhoods and added that her biggest issue is that she doesn't see anything regarding commercial/residential support services (Outer Loop and Hwy 89)

Ms. Walton stated that commercial is typically off of main corridors, but that could be added off of the Outer Loop area if it were added. Asked for a show of hands for who is in favor to extending the western boundary to DWR, and undeveloped AZSLD, and ensure that there is commercial/employment in that area (mixed use allows for residential and commercial, which is a benefit).

Councilman Moore, Mayor Pro Tem Cantelme, Councilwoman Fruhwirth and Councilman Montoya agreed.

Ms. Walton moved onto a request to adjust commercial and employment zoning rather than mixed use in the north.

Council consensus was reached for this.

Ms. Walton continued that in the eastern area, the boundary should be moved to eliminate developed lots in Yavapai County and only include land sections that are vacant up to the Chino Valley town limits.

Council consensus was reached for this.

Ms. Walton added that this would not change the Airport Specific Area Plan, and simply wouldn't include those as areas of focus for long-range planning.

Mayor Goode stated that he thinks the developed areas to the east should be kept in. AED has significant plans for development in those areas and wants the city to have the ability to control how that all ties in.

Councilman Grady stated that he is in support of what is being included on the eastern boundary. He asked when the growth is planned for.

Ms. Walton responded that there is no timeline or timeframe within the plan. This map shows where and what the growth would be if it were to ever happen. This is not an annexation document; it is read by people considering coming into the city to help them determine if they would want to try and come in.

City Manager Dallin Kimble added that Council should think about where they would want to have a say in the future and how the community may develop.

Mayor Goode opened the floor to public comment.

Member of the public Patrick Pearson addressed the Council regarding his concerns about a website referenced in the plan that is not active.

Member of the public Melissa Radwick addressed the Council regarding honesty and transparency regarding the General Plan. She feels definitions are different from person to person. The Council needs to think about what Prescott needs.

Member of the public Lance Dettman addressed the Council regarding the fact that this is a land use and planning document and feels much of the information included is not pertinent to that. There are climate change policies that are up for debate and make affordable housing worse for the community. Feels the elements that are not part of land use agreements should be removed. Thinks it should not move forward as written.

Member of the public Jim Garing addressed the Council regarding the fact that he does not support the plan as written, and wants to see a clean version of a draft that the Council came up with. There are too many social engineering and voluntary chapters included. The Council needs to establish specific parameters before annexation is considered, like water, traffic and long-term planning.

Member of the public Greg Murray addressed the Council regarding the fact that these are aspirational documents, and stated that according to the document as presented, the population of Prescott is already over 50,000 and this should be examined. He added that neighboring communities chasing a tax base and competing with each other is not beneficial; Prescott needs to participate in a regional plan for growth and development. Need to maintain space for wildlife and ranching.

Member of the public Kenneth Goellner addressed the Council regarding the unstated philosophy in the document is what he finds to be a bad faith premise. The general theme reminds him of things pushed decades ago by the United Nations and other NGOs, sustainable development boils down to control. Remove the section about cell towers.

Member of the public Sue Davis addressed the Council regarding her opposition to annexation in the west.

Member of the public Jill Martin addressed the Council regarding educating citizens about what is happening in the community. The General Plan is very complex, but it should reflect Prescott's values and unite the community around a shared vision. If the Council keeps the language in the General Plan, her group is encouraging the community to vote no if it appears on the ballot with ideological language.

Member of the public Susan Cohen addressed the Council regarding removing climate change and the word climate from the plan. However, the Council did not discuss the removal of the language "climate sector". This should be removed.

Member of the public Robert Shegog addressed the Council regarding the MLK language being included in the plan. This is a good step toward creating a unified community. He discussed the African philosophy of Ubuntu, everyone should treat each other as they want to be treated. Strength lies in diversity.

Member of the public Terry Sapio addressed the Council as the Chair of the General Plan Committee. The Committee has been working on this for 2.5 years and tried to be accommodating and put as much into the Plan as the various special interest groups wanted. Much of the wishlist items have been removed, but it is definitely slimmed down and that is good because it makes the goals attainable, he reiterated that just because there are areas on the map doesn't mean they have to be annexed in.

Member of the public Jim Helbling addressed the Council regarding the 6-1 vote of the Council to put the non-discrimination language into the General Plan. However, since that time he has heard that there was discourse regarding the language and that some members of the council were considering removing it. He addressed the Arizona revised statute that addresses community goals that should be included in a General Plan document and an alleged loss in federal funding for the city.

Member of the public Michelle Hamer addressed the Council in opposition to the 2025 General Plan. She believes it requires extensive revisions and should be sent back to the drawing board. Piecemealed edits risk failing to serve the community in the long-term. She also requested that any funds allocated in the budget for the General Plan should be removed.

Member of the public Robin Kuknyo addressed the Council and expressed her appreciation for this meeting and the fact that Mayor Pro Tem Cantelme and Councilwoman Fruhwirth have spent significant time regarding their review of the General Plan. She suggested that Councilman Grady recuse himself from the vote on this plan because of his participation on drafting the General Plan. The plan should not be presented to voters if a consensus cannot be reached. The verbiage leans partisan.

Member of the public Cathey Rusing addressed the Council regarding the land use map, which is also a water map. There is a massive increase in size over the 2015 General Plan Map with a major growth corridor and adding thousands of acres of land, which is a major change that was never discussed with the Council or in any meetings. Residents cherish their rural life and that should be maintained, should adopt the current 2015 map. All major growth should be focused in the eastern portion of the City of Prescott.

Member of the public Richard Thompson addressed the Council regarding the various changes to the draft General Plan, would like to see a final and clean draft. It should be about usage and not control.

Member of the public Linda Thompson addressed the Council stating that plans should be concise and what you work toward. She is concerned about this being a "Christmas list" and added that there are issues regarding parking.

Member of the public Elieen Wolfe addressed the Council requesting this process start over. Mixing residential with commercial would increase noise and pollution. There is also the potential to increase crime and patrol. She believes in individualism and is appalled at no mention of health care in the entire plan.

Member of the public Ken Fidyk addressed the Council thanking the Committee, staff and Council for all the countless hours that have gone into this. He expressed the fact that he did not want Prescott to be a California city. This plan needs to be slimmed down, but there needs to be more work done. Suggested that the 2015 plan just be updated.

Member of the public Stacy Bonomi addressed the Council regarding expansion into the west in Williamson Valley, turning a rural area into urban sprawl. Williamson Valley is an affluent area. They are willing to drive into Prescott for their services and massive development would change the current living conditions.

Councilman Gambogi stated that everyone has an interpretation but few know what is really in the plan. This has taken two and a half years to put together and it is a good plan.

Mayor Goode commented that he thinks the Council has made a lot of progress. The plan has been paired down, but there is likely still a good deal of work to do before this would go before the voters.

Ms. Walton stated that staff would make revisions following this discussion and return to Council on June 24, but asked the Council if they wanted to have another meeting.

Staff discussion regarding meeting deadlines and timing.

Mayor Goode stated that he wants a clean and updated draft presented to the Council for the next time this is discussed.

Councilwoman Fruhwirth stated that she is extremely concerned about the ability to get to a vote at the July 8 Meeting, and she feels if the Council waits it won't happen. She feels the Council needs more special meetings.

This item was for discussion only, no formal action was taken.

4. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 2:35 p.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on June 3, 2025. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk

City of Prescott

City Council - Executive Session Meeting

June 10, 2025 | 9:00 AM
201 N Montezuma Street
Executive Conference Room
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

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

2. ROLL CALL

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

3. CALL TO ENTER EXECUTIVE SESSION

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

4. LEGAL MATTERS

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Prescott City Council and to the general public that the Prescott City Council will hold a Meeting at 9:00 AM on Tuesday, June 10, 2025, in the Executive Conference Room for the purpose of deciding whether to go into executive session. If authorized by a majority vote of the Prescott City Council, the executive session will be held immediately after the vote and will not be open to the public. The agenda for the meeting is as follows:

A. Discuss & Consider the Annual Employment Review of the City Attorney, Pursuant to A.R.S. § 38-431.03(A)(1).
B. Discuss & Consider the Annual Employment Review of the City Clerk, Pursuant to A.R.S. § 38-431.03(A)(1).
C. Discuss & Consider the Annual Employment Review of the City Manager, Pursuant to A.R.S. § 38-431.03(A)(1).
D. Discuss & Consult with the City's Attorneys for Legal Advice and to Instruct Necessary City Employees Regarding Process for Appointing a New City Judge, Pursuant to A.R.S. § 38-431.03(A)(1 and 3).

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

None.

6. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 11:43 a.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on June 10, 2025. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk

City of Prescott
City Council - Study Session

June 10, 2025 | 1:00 PM
201 N Montezuma Street
City Council Chambers
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Goode called the meeting to order at 1:00 p.m.

2. ROLL CALL

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

3. DISCUSSION

A. Presentation & Discussion Regarding Training on the City's New Transparency Software, OpenGov.

Finance Director Mark Woodfill provided an introduction regarding the implementation of the OpenGov software platform.

Senior Accountant Catherine Boland continued the discussion with an overview and demonstration of how to navigate the system. The easiest way to navigate is to go to the City of Prescott website to the data transparency section, where there are multiple sub-sections for Prop478, Current Budget Process & Reports, Financial Reports, and Financial Transparency.

Councilman Moore asked if previous year's data will remain included as we move forward in time.

Ms. Boland responded that staff can format it so that historical data is there as well as current to compare.

Councilwoman Fruhwirth asked staff about printing charts and information from the system.

Ms. Boland stated that when navigating to graphs and charts within the system you can select to print them and even save them to PDF. She added that Finance staff are always available for help if a citizen is in need of it.

Mayor Goode commented on the importance of this new program, he

encouraged the Council and the public to take a look and navigate through this.

This item was for discussion only, no formal action was taken.

B. Presentation & Discussion Regarding the Annual Update from the Tourism Advisory Committee.

Community Outreach Director John Heiney introduced the members of the Tourism Advisory Committee present to provide the annual report presentation. Chair Margo Christensen, VIce Chair Matt Brassard and Member Dennis Gallagher.

Member Gallagher began the presentation with an overview of the eleven-member Committee which was formed in 2017 as a Standing Committee. The Committee supports the tourism staff on matters of local concern and the promotion of tourism.

Vision:
Prescott is a welcoming and unforgettable year-round destination attracting visitors seeking to experience authentic western heritage and unparalleled natural beauty

Mission:
We attract visitors to Prescott and enhance our community's quality of life by inspiring a love and respect for our natural beauty, rich history and hometown atmosphere

Vice Chair Matt Brassard continued the presentation, reviewing the guiding principles for TAC:
* Engage residents and industry stakeholders
* Enhance, enrich and simplify the visitor experience
* Emphasize the quality of visitors over the quantity of tourists
* Consider the impact of work on existing infrastructure and community resources
* Support the responsible use of our natural resources and assets
* Seek to enhance the quality of life and increase economic opportunity
* Preserve community's exceptional hospitality and create an environment that is welcoming to all

FY24-25 Highlights:
* Achieved 57% completion rate with action items from the strategic plan
* Filmed new content
* 1,743 additional hotel rooms booked
* 6 media/influencers hosted
* Media - 168 features from August 1-January 5, 1.5 billion impressions and $38.6 million in advertising value equivalency
* 45.5% social media engagement growth
* 104 local businesses promoted

Annual Support:
* Twenty plus local non-profits
* Summer concert series
* World's Oldest Rodeo
* Arizona's Christmas City
* Whiskey Off Road
* TransRockies Gravel Bike Event (new)
* Sharlot Hall Museum
* Phippen Museum
* Museum of Indigenous People
* Western Heritage Center

Chair Christensen continued the presentation by reviewing bed tax funds. Prescott doesn't spend as much on marketing as other communities like Cottonwood, Williams and Sedona, so there is a bit of a gap there that could be fixed in the future.

Mayor Goode asked if TAC was working on trying to get grants for the Tourism Office.

Tourism Manager Cristina Binkley responded that there are grants available, but many are on the development side for Recreational Opportunities, but staff does not have the bandwidth to seek out as many grants as there are. The other communities are funded differently than Prescott, so it is a difficult comparison, but does make it difficult to get the same exposure. She is working on having a financial workshop to address some of these issues.

City Manager Dallin Kimble added that it is also important to consider how dollars are being spent, for example special events, staffing etc.

Councilman Montoya commented that it seems to him the city is doing a lot with not a lot of money, but he wonders if moving forward the Council could redefine how the money is spent.

Chair Christensen agreed.

Councilman Moore commented that much of the tourism emphasis is on the downtown area, and he suggested partnering more closely with Parks & Rec Department for better wayfinding to help direct people to the outdoor amenities.

Mayor Pro Tem Cantelme asked why sales tax on rentals was decreased.

Ms. Binkley responded that this topic would also be discussed during the financial workshop.

Councilman Grady asked how tourism supports local non-profits.

Ms. Binkley responded that there is a line item for Tourism Grants, these are granted up to $5,000 each year for marketing and events.

Councilwoman Fruhwrith commented that she has learned a lot about spending bed tax dollars since being the Council Liaison on this Committee. For example, equipment for Fire Department staff to get up the Bean Peaks Trail. There is a big difference between destination management versus destination marketing. Need to look ahead to what is coming.

Chair Christensen responded that the trend is destination management, but there is a very fine line and that is evolving. Everyone should consider quality of life over quantity so that is important to manage.

Councilman Moore echoed comments from Councilwoman Fruhwirth and Chair Christensen. We don't want to experience the same issues as Sedona.

Ms. Binkley added that there will be some big upcoming initiatives to make sure that Prescott is at the forefront of upcoming campaigns.

This item was for discussion only, no formal action was taken.

4. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 2:13 p.m.

_____
PHILIP R. GOODE, Mayor

ATTEST:

_____
SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on June 10, 2025. I further certify the meeting was duly called and held and that a quorum was present.

_____
Sarah M. Siep, City Clerk

City of Prescott

City Council - Voting Meeting

June 10, 2025 | 3:00 PM
201 N Montezuma Street
City Council Chambers
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

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

2. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Cantelme announced that last week the Utilities Division of Public Works held a ribbon cutting for the new Water Production Facility and Intermediate Pump Stations. This newly constructed Water Production Facility can deliver up to 17 million gallons of water per day and managing the pressures through an extended network of infrastructure that spans from our Chino wellfield to all city water customers in our network. The equipment that this facility replaced was originally built in the 1940s. Construction on these new additions to our infrastructure began in 2019 and came online on May 27th of this year.

She added that staff and Council are happy to announce the launch of the OpenGov Transparency Portal which is an interactive online tool that provides the public with easy access to the City's financial data. Users can explore current budgets, historical financials, and departmental expenditures—and even download the data in Excel format for further analysis or research. There is also a dedicated Proposition 478 Public Safety Tax Initiative page through the portal, which will have a transparent summary of revenue received, expenditures, and any unspent funds. To explore the OpenGov Transparency Portal, visit the City of Prescott's website at www.prescott-az.gov, then navigate to Government > Data Transparency.

3. INVOCATION - Pastor Michael Cannon with Mount Zion Tabernacle Church

Councilman Moore performed the Invocation.

4. PLEDGE OF ALLEGIANCE - Councilman Gambogi

5. ROLL CALL

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

6. PROCLAMATIONS

A. PTSD Awareness Month - June 2025

Mayor Goode presented the Proclamation.

7. OPEN CALL TO THE PUBLIC

A. Member of the public Dr. Janice Crede commented on MLK non-discrimination statement. She is part of the MLK group and read a statement that they would like included in the General Plan. She does not believe the General Plan is a land use document only.
B. Member of the public Richard Thompson made an announcement and invitation for Flag Day on June 14th and 250th Anniversary of the Army and the Presidents birthday.

8. CONSENT AGENDA

MOTION BY COUNCILWOMAN FRUHWIRTH TO APPROVE CONSENT AGENDA ITEMS 8.A. THROUGH 8.I., EXCLUDING ITEM 8.A.; SECONDED BY COUNCILMAN MOORE: PASSED (7 - 0)

A. Approval of Meeting Minutes from the May 20, 2025 Special Council Meeting, the May 27, 2025 Executive Session, the May 27, 2025 Study Session, and the May 27, 2025 Voting Meeting.

Coucilwoman Fruhwirth pulled Item 8.A. from the Consent Agenda. She requested clarification be added to the minutes and has spoken with the City Clerk regarding these revisions which will be made before the minutes are finalized and signed.

MOTION BY COUNCILWOMAN FRUHWIRTH TO APPROVE THE MEETING MINUTES WITH UPDATES; SECONDED BY COUNCILMAN MOORE: PASSED (7 - 0)

B. Approval of Award of the FY26 Acker Trust Grant Program Funding.

C. Adoption of Resolution No. 2025-1932 Approving the Project Sponsor Agreement Between the City of Prescott and the Arizona State Parks Board for the Pioneer Parkway Trailhead.

D. Approval of City Contract No. 2025-171 with Stryker Corporation for the Purchase of a Lucas Automated Chest Compression Device & a Lifepack Cardiac Monitor and Defibrillator. Funding is Budgeted & Available in the Fire Department Budget.

E. Adoption of Resolution No. 2025-1931 Approving the Transfer of Certain Fiscal Year 2025 Budget Appropriations.

F. **RVP25-006:** A Revision of Plat to Combine APN 106-21-228B & 106-21-237A into 1 Lot, Removing a Portion of Lot 9 from Devereaux Subdivision No. 2 and Create a Single New Lot. Site Zoning: SF-9 and SF-35 (Single Family). Location: 2980 Willow Creek Road.

G. Approval for the Community Development Department to Apply for FY2024 'Remnant' Certified Local Government (CLG) Pass-Through Grant.

H. Adoption of Resolution No. 2025-1925 Approving City Contract No. 2025-164 Between Prescott Public Library & the Yavapai County School Superintendent for the Provision of E-Rate Services in the Amount of $6,000 Over Three Years. Funding is Available in the Library Fund.

I. Approval of City Contract No. 2023-182A1, an Amendment to City Contract No. 2023-182 with Rosenbauer to Accommodate Equipment Cost Increases for Loose Equipment.

9. LIQUOR LICENSE

A. Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Analise Marie Cavner, Applicant, for Cove Café. Location: 1446 W Gurley Street.

Mayor Goode invited the applicant to discuss the restaurant.

Applicant Analise Cavner provided an overview of her restaurant.

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

MOTION BY MAYOR PRO TEM CANTELME TO APPROVE ITEM 9.A.; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (7 - 0)

10. REGULAR AGENDA

A. Discussion, Consideration and Possible Action Regarding Adoption of a Resolution Related to a Citizen Petition Received by the Council at the May 27, 2025 Voting Meeting and Submitted by Ralph Hess.
Mayor Goode commented that the City Charter requires the City Council to take action on petitions within sixty days.

MOTION BY MAYOR GOODE TO DENY THE PETITION AND RESOLUTION; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (6 - 0 - 1) COUNCILMAN GAMOGI ABSTAINING

B. Discussion & Consideration Regarding Possible Adoption of Resolution No. 2025-1933 Approving Updates to the Council Rules of Procedure.

City Attorney Joseph Young introduced the Resolution and explained that the proposed change was in response to questions and concerns about how citizen petitions are handled. Currently, Council must act within 60 days on valid petitions. Some are approved, some denied, but all require significant staff time. To improve efficiency, the suggestion is to initially place petitions on the consent

agenda for denial, allowing for quick action and preserving staff resources early in the process. If any Councilmember wishes to consider a petition further, they can pull it from the consent agenda for discussion and direction.

Mayor Goode added that there have been a growing number of petitions that have required staff to spend time reviewing and analyzing them, even when they are ultimately denied. By updating the rules to default to denial on the consent agenda, Council can avoid unnecessary staff work unless a member pulls the item for further consideration.

Councilwoman Fruhwirth commented that the Council unanimously approved a five-year Strategic Plan focused on community priorities. They expressed support for the proposed change, appreciating that it helps align staff resources with strategic goals and improves overall operations.

Councilman Moore commented that petitions can sidetrack the business of the Council and he is in support of the change.

Councilman Grady commented that he is in support of the change, emphasizing that it still protects free speech by allowing a Councilmember to pull a petition from the consent agenda for discussion. The change adds guidance without limiting public input.

Member of the public Ralph Hess commented that this will be the only item that defaults to a denial unless a member of Council pulls the item for discussion.

Councilman Moore added that the Call to the Public is the appropriate way to bring citizen concerns to the Council's attention, the petitions have been abused.

Mayor Goode added that if a compelling petition is presented, the Council will discuss it in the meeting. Each Councilmember has the right to pull the item and discuss further.

Councilman Moore added that many citizens have concerns. Those who wish to influence city governance should run for office. The city is governed by elected representatives, not by citizens directing policy through petitions.

Councilman Gambogi asked the City Manager to address the impact to staff when petitions are presented.

City Manager Dallin Kimble responded that petition reviews ranged from a few hours to hundreds of hours of work before reaching the Council. The proposed change doesn’t eliminate all staff effort but ensures that significant work only begins after clear Council direction is given.

Councilman Montoya asked for further details on the amount of staff time spent on petitions and if that occurred before or after Council direction.

Mr. Kimble responded that typically some prep work is done before the first

meeting, and more time is invested if Council shows interest. As an example is the open space initiative which required hundreds of staff hours, while the recent petition took only a few hours.

MOTION BY MAYOR PRO TEM CANTELME TO ADOPT RESOLUTION NO. 2025-1933; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (7 - 0)

C. Adoption of Resolution No. 2025-1926 Approving the Tentative Budget for Fiscal Year 2026 and Setting the Public Hearing for the Final Budget, Expenditure Limitation and Tax Levy for the City of Prescott.

Deputy Finance Director Lars Johnson provided a presentation and stated that the Resolution sets the official budget process in motion. He thanked staff for their work leading to this point. The tentative budget for adoption remains as presented at the workshop: $145 million operating budget, $148 million capital budget, and a $10 million contingency. Key changes include impacts from the public safety tax initiative, personnel additions, COLA and merit increases, and higher maintenance and supply costs. $24 million of the capital budget relates to the public safety tax. One adjustment is adding a City Judge position, bringing new positions to 22.5.

Mayor Goode asked for details on the new position of a City Judge.

City Attorney Young responded that the City of Prescott's court had been consolidated with the County's Justice Court for decades. Due to increased workloads, the county decided to deconsolidate, which is expected to benefit both entities. As a result, the city will now need to fund a full-time City Judge rather than pay a partial contract amount. The full-time City Judge will cost more than the prior contract, but increased revenues are expected to help offset it.

Mr. Johnson continued the presentation and reported the city now has 610.5 full-time positions, including 14 tied to the public safety tax. A surplus of $836,000 from police personnel vacancies will go toward reducing the police pension liability; no fire surplus is available this year. State contributions of at least $2 million will also help reduce fire pension liability. Council discussed the strategy of using any unspent police and fire funds annually to pay down unfunded liabilities, aiming to reach full funding.

Councilwoman Fruhwirth commented that there are large items on the AEL (Alternative Expenditure List) she would like to discuss in detail for the benefit of the public.

Mr. Kimble asked what the best way is to inform the public.

Councilwoman Fruhwirth responded not sure exact venue, but a way that is easy for staff and clear for the public.

Councilman Moore added that the new OpenGov website will provide an additional tool for the public.

Finance Director Mark Woodfill provided details on options in the new

transparency website OpenGov and noted that it will display project spending updates, including year-to-date figures. They plan to add a feature for tracking the AEL budget, progress, and individual project details.

Councilwoman Fruhwirth stated she's open to using OpenGov, she is looking for easy ways for the public to understand and clearly show how money is supporting strategic plan priorities. She suggested a story format, so the public can easily see how significant dollars align with key goals without needing to search for details.

City Manager Kimble added that a multi-pronged approach should be used to communicate progress, including strategic plan updates and other opportunities to ensure the public can easily see how funds are supporting priorities.

Mayor Goode commented that most of the public only look at the large total budget number, which does not take into consideration if a grant is received to cover those costs.

Councilman Montoya added that more in dept conversations could also be added to Citizen Academies.

Mr. Johnson displayed the upcoming dates in the budget process.

MOTION BY MAYOR PRO TEM CANTELME TO ADOPT RESOLUTION NO. 2025-1926; SECONDED BY MAYOR GOODE: PASSED (7 - 0)

11. ADJOURNMENT

Quote: "The care of human life and happiness, and not their destruction, is the first and only object of good government" - Thomas Jefferson

There being no further business to discuss, Mayor Goode adjourned the meeting at 3:57 p.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. SIEP, City Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Voting Meeting of the City Council Voting Meeting of the City of Prescott, Arizona held on June 10, 2025. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Siep, City Clerk

TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	City Clerk
ITEM #:	8.B
SUBJECT:	Approval of Fiscal Year 2026 Contracts for Council Appointees: City Attorney, City Clerk and City Manager.

ITEM SUMMARY

This item is for the approval of FY26 contracts for the Council Appointees. The Prescott City Charter designates the City Council to appoint and set compensation for the City Attorney, City Clerk and the City Manager. This item is presented for consideration and approval of the FY26 contracts and pay adjustments for these appointed City Officials.

BACKGROUND

On June 10, 2025 the City Council conducted annual performance evaluations in an Executive Session.

Council proposes the approval of pay adjustments as follows:
To $231,555 for the City Attorney
To $146,472 for the City Clerk
To $238,950 for the City Manager
And approval of employment contracts as presented.

FINANCIAL IMPACT

Salaries plus allowances and other employer costs are budgeted in the City Clerk, City Attorney and City Manager departments. The costs of these departments are allocated internally per budget policy across all City funds.

RECOMMENDED ACTION

1) MOVE to approve City Contract No. 2022-197A4 for the City Attorney; 2) MOVE to approve City Contract No. 2020-120A6 for the City Clerk; and 3) MOVE to approve City Contract No. 2024-199A1 for the City Manager

ATTACHMENTS

1. Contract_2022-197A4.2025 City Attorney
2. Contract No. 2020-120A6.2025
3. City Contract No. 2024-199A1.2025

EMPLOYMENT CONTRACT
CITY ATTORNEY
CITY CONTRACT NO. 2022-197A4

THIS EMPLOYMENT CONTRACT No. 2022-197A4 by and between the **City of Prescott**, a municipal corporation of the State of Arizona, acting through its City Council, hereinafter referred to as "City", and **Joseph D. Young**, hereinafter referred to as "City Attorney".

WHEREAS, the Charter of the City of Prescott empowers the Council of the City of Prescott to appoint City Attorney of the City of Prescott; and

WHEREAS, the City desires to have Joseph D. Young serve as its City Attorney;

WHEREAS, Joseph D. Young desires to serve as City Attorney of the City of Prescott upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SECTION 1. APPOINTMENT

City agrees to employ **Joseph D. Young** as City Attorney for the City of Prescott effective June 13, 2022.

SECTION 2. TERM

The City Attorney shall serve at the pleasure of the Council of the City of Prescott for the term of July 1, 2025, through June 30, 2026. Each Term shall automatically renew for a subsequent period of the same length as the initial Term unless the City gives the City Attorney written notice of termination at least (30) days prior to departing the City, or the City Attorney gives the City written notice of termination at least (60) days prior to resigning from the City.

SECTION 3. SALARY

The salary of the City Attorney shall be Two Hundred Thirty-One Thousand Five Hundred Fifty Five Dollars, ($231,555) per annum. Beginning on July 1, 2025, the City Attorney shall be entitled to the same automatic Consumer Price Index (CPI) cost of living adjustments provided to all other City employees effective July 1 of each term.

SECTION 4. SEVERANCE PAY

If the City Attorney is removed from office by the Council of the City of Prescott, for reasons other than those specified in the last sentence of this Section 4, the City Attorney shall be entitled to six (6) months of severance pay as

set forth below. Severance pay shall mean the gross monthly salary as set from time to time between the parties. Should the City Attorney resign under this Agreement, the City Council shall have no obligation to pay severance to the City

Attorney, but may, at its discretion, determine to pay up to six (6) months of severance to the City Attorney. The City shall not be obligated for severance hereunder if the cause for removal shall be felonious conduct while in office, or if the City Attorney shall not have given a minimum of sixty (60) days' notice of his resignation.

SECTION 5. COMPLIANCE WITH LAW

The City Attorney agrees to comply with the provisions of the Charter of the City of Prescott, the City Code of the City of Prescott, formal recorded actions of the City Council, and all other applicable laws.

SECTION 6. PERFORMANCE EVALUATIONS OF CITY ATTORNEY

The City Attorney shall be evaluated by the Council of the City of Prescott, on an annual basis.

SECTION 7. SALARY AND BENEFIT ADJUSTMENTS

Following the annual evaluation of the City Attorney by the City Council, the salary, and any additional benefits of the City Attorney may be adjusted by the City Council. Section 3 of this Agreement shall be deemed to be so amended by formal recorded vote of the City Council. The balance of the terms contained herein shall remain in effect as written, unless amended in writing and signed by the parties.

SECTION 8. SIGN ON BONUS

To assist with housing/rent, house hunting trips and other related expenses, the City Attorney will receive a one-time lump sum of $10,000 provided with his first paycheck with the City of Prescott. This $10,000 shall be repaid to the City by the City Attorney in the event the City Attorney voluntary separates from the City within one (1) year from hire date.

SECTION 9. MOVING ALLOWANCE

The City Attorney will be provided reimbursement for expenses actually incurred for relocation to the City of Prescott with documented receipts up to $10,000. The amount of documented receipts up to $10,000 shall be repaid to the City by the City Attorney in the event the City Attorney voluntarily separates from the City within one (1) year from hire date.

SECTION 10. VACATION AND OTHER BENEFITS

The City Attorney shall be entitled to all the normal benefits accorded him pursuant to the provisions of Title 1, Chapter 20 of the City Code, as amended

from time to time, and other applicable City policies. The City Attorney shall be given a one-time credit of 40 hours to the PTO bank on his start date with an accrual rate of 7.696 hours per pay period. The City Attorney's FLSA status is exempt, and as such, he will be credited 40 hours exempt leave every January to use or lose by the end of the calendar year, prorated for calendar year 2022 from City Attorney's start date. The City Attorney will receive a car allowance of Four Hundred Dollars ($400.00) per month and technology allowance of One Hundred Fifty Dollars ($150.00) per month. A City cell phone, computer laptop and computer desktop will also be provided.

SECTION 11. NOTICE OF RESIGNATION

City Attorney hereby agrees to give a minimum of sixty (60) days' written notice if he resigns from the position of City Attorney, City of Prescott, Arizona.

SECTION 12. CANCELLATION

Pursuant to A.R.S. §38-511, the City of Prescott may cancel this contract after 30 days written notice, without penalty or further obligation, if any person significantly involved in initiating, negotiating, 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.

SECTION 13. ENTIRE AGREEMENT

The text of this Agreement constitutes the entire agreement between the parties. Any representations, statements, promises, or understanding not contained herein shall be of no continued force, effect, or validity.

SECTION 14. SEVERABILITY

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 24th day of June, 2025.

_____
Joseph D. Young, City Attorney

_____
Philip R. Goode, Mayor

Attest

_____:

Sarah M. Siep, City Clerk

EMPLOYMENT CONTRACT OF CITY CLERK
CITY CONTRACT NO. 2020-120A6

THIS EMPLOYMENT CONTRACT No. **2020-120A6**, by and between the **City of Prescott**, a municipal corporation of the State of Arizona, acting through its City Council, hereinafter referred to as "City", and **Sarah M. Siep**, hereinafter referred to as "City Clerk".

WHEREAS, the Charter of the City of Prescott empowers the Council of the City of Prescott to appoint and remove the City Clerk of the City of Prescott; and

WHEREAS, the City and City Clerk, entered into that certain Employment Contract of City Clerk on December 5, 2019 (City Contract No. 2020-120) which has been subsequently extended by agreement between the City and City Clerk and;

WHEREAS, the City and the City Clerk now desire to amend the City Clerk's contract.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SECTION 1. APPOINTMENT

City agrees to employ **Sarah M. Siep** as City Clerk of the City of Prescott.

SECTION 2. TERM

The City Clerk shall serve at the pleasure of the Council of the City of Prescott for the term of July 1, 2025 through June 30, 2026. Each Term shall automatically renew for a subsequent period of the same length as the initial Term unless the City gives the City Clerk written notice of termination at least sixty (60) days prior to departing the City or the City Clerk gives the City written notice of termination at least sixty (60) days prior to departing the City.

SECTION 3. SALARY

The salary of the City Clerk's term of this Agreement shall be One Hundred Forty-Six Thousand Four Hundred Seventy Two Dollars ($146,472.00) per annum. Beginning on July 1, 2025, the City Clerk shall be entitled to the same automatic Consumer Price Index (CPI) cost of living adjustments provided to all other City employees effective July 1 of each term.

SECTION 4. SEVERENCE PAY

In the event that the City Clerk is removed from office by the Council of the City of Prescott, the City Clerk shall be entitled to severance pay as set forth below. Severance pay shall mean the gross monthly salary as set from time to time between the parties. In the event that the City Clerk is removed during the term of this Agreement, or any time thereafter, then the City Clerk shall be entitled to six (6) months severance pay. Should the City Clerk resign under this Agreement, the City Council shall have no obligation to pay severance pay to the City Clerk, but may, at its discretion, determine whether or not severance pay will be paid to the City Clerk. The City shall not be obligated for severance hereunder in the event that the cause for removal shall be felonious conduct while in office, or in the event that the City Clerk shall not have given a minimum of sixty (60) days notice of her resignation.

SECTION 5. REMOVAL OF CITY CLERK

This Agreement may be terminated by the City, acting through the City Council. In accordance with Article IV, Section 2 of the Charter of the City of Prescott, the City Clerk serves at the pleasure of the City Council, and subject to the terms of Paragraph 4 herein, no cause shall be required for her termination.

SECTION 6. COMPLIANCE WITH LAW

The City Clerk agrees to comply with the provisions of the Charter of the City of Prescott, the City Code of the City of Prescott, formal recorded actions of the City Council, and any and all other applicable laws.

SECTION 7. EVALUATIONS OF CITY CLERK

The City Clerk shall be evaluated by the Council of the City of Prescott, on an annual basis no later than July 1 of each year.

SECTION 8. SALARY AND BENEFIT ADJUSTMENTS

Following the performance evaluation of the City Clerk by the City Council, the term, salary and any additional benefits of the City Clerk may be adjusted by the City Council. Sections 2 and 3 of this Agreement shall be deemed to be so amended by formal recorded vote of the City Council. The balance of the terms contained herein shall remain in effect as written, unless amended in writing and signed by the parties.

SECTION 9. VACATION AND OTHER BENEFITS

In addition to her salary, the City Clerk shall be entitled to all of the benefits accorded her pursuant to the provisions of Title 1, Chapter 20 of the City Code, as amended from time to time, and other applicable City policies. The City Clerk is provided a PTO accrual rate of 7.696 per pay period. The City Clerk is exempt status and credited 40 hours exempt leave every January to use or lose by end of calendar year. City Clerk will also

receive a car allowance of $400.00 per month and a technology allowance of $150.00 per pay month and a city laptop will be provided.

SECTION 10. NOTICE OF RESIGNATION

City Clerk hereby agrees to give a minimum of sixty (60) days written notice in the event that she resigns from the office of City Clerk, City of Prescott, Arizona.

SECTION 11. CANCELLATION

Pursuant to A.R.S. §38-511, the City of Prescott may cancel this contract, without penalty or further obligation, if any person significantly involved in initiating, negotiating, 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.

SECTION 12. ENTIRE AGREEMENT

The text of this Agreement constitutes the entire agreement between the parties. Any representations, statements, promises, or understanding not contained herein shall be of no continued force, effect or validity.

SECTION 13. SEVERABILTIY

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 24th day of June 2025.

EMPLOYEE:

_____
Sarah M. Siep

FOR THE CITY:

_____
Philip R. Goode, Mayor

Approved as to form:

_____
Joseph Young, City Attorney

ATTEST

_____
Torey Dawson, Deputy City Clerk

EMPLOYMENT CONTRACT
CITY MANAGER
CITY CONTRACT NO. 2024-199A1

THIS EMPLOYMENT CONTRACT No. 2024-199A1 by and between the **City of Prescott**, a municipal corporation of the State of Arizona, acting through its City Council, hereinafter referred to as "City", and J. Dallin Kimble, hereinafter referred to as "City Manager".

WHEREAS the Charter of the City of Prescott empowers the Council of the City of Prescott to appoint the City Manager of the City of Prescott; and,

WHEREAS the City desires to have J. Dallin Kimble serve as its City Manager; and,

WHEREAS, J. Dallin Kimble desires to serve as City Manager of the City of Prescott upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

SECTION 1. APPOINTMENT

City agrees to employ J. Dallin Kimble as City Manager for the City of Prescott effective May 20, 2024.

SECTION 2. TERM

The City Manager shall serve at the pleasure of the City Council for the term of May 20, 2025, through May 20, 2026. Each Term shall automatically renew for a subsequent period of the same length as the initial Term. The City Manager will give the City written notice of resignation and/or retirement at least (60) days prior to resigning or retiring from the City.

SECTION 3. REMOVAL OF CITY MANAGER

This Agreement may be terminated by the City, acting through the City Council. In accordance with Article III, Section 1 of the Charter of the City of Prescott, the City Manager serves at the pleasure of the City Council.

SECTION 4. SALARY

The salary of the City Manager shall be Two-Hundred Thirty Eight Thousand Nine Hundred Fifty Dollars, ($238,950) per annum. Beginning on July 1, 2025, the City Manager shall be entitled to the same automatic Consumer Price Index (CPI) cost of living adjustments provided to all other City employees effective July 1 of each term.

SECTION 5. SEVERANCE PAY

The Council and City Manager agree that if the City Manager is removed from office by the Council for reasons other than those specified in the last sentence of this paragraph, the City Manager shall be entitled to nine (9) months of severance pay. Severance pay shall mean the gross monthly salary as set from time to time between the parties. Severance will include continuation of all health insurance benefits for nine (9) months. The City shall not be obligated to pay any amount of severance if the cause for removal shall be felonious conduct while in office.

Should the City Manager resign under this Agreement, the City Council shall have no obligation to pay severance to the City Manager, but may, at its discretion, determine to pay up to six (6) months of severance to the City Manager. The City shall not be obligated for severance hereunder if the City Manager shall not have given a minimum of sixty (60) days' notice of his resignation or retirement.

SECTION 6. COMPLIANCE WITH LAW

The City Manager agrees to comply with the provisions of the Charter of the City of Prescott, the City Code of the City of Prescott, formal recorded actions of the City Council, and all other applicable laws.

SECTION 7. PERFORMANCE EVALUATIONS OF CITY MANAGER

The City Manager shall be evaluated by the Council of the City of Prescott, on an annual basis in June. The City Manager will be evaluated after the initial six-month term of his tenure and eligible for a performance pay increase at the discretion of City Council on November 20, 2024.

SECTION 8. SALARY AND BENEFIT ADJUSTMENTS

Following the initial six-month evaluation and the annual evaluations of the City Manager by the City Council, the salary, and any additional benefits of the City Manager may be adjusted by the City Council. Any adjustments to this Agreement shall be deemed to be so amended by formal recorded vote of the City Council. The balance of the terms contained herein shall remain in effect as written, unless amended in writing and signed by the parties.

SECTION 9. SIGN ON BONUS

To assist with housing/rent, house hunting trips and other related expenses, the City Manager will receive a one-time lump sum of $10,000 provided with their first paycheck with the City of Prescott. This $10,000 shall be repaid to the City by the City Manager in the event the City Manager voluntarily separates from the City within one (1) year from hire date.

SECTION 10. MOVING ALLOWANCE

The City Manager will be provided with reimbursement for expenses actually incurred for relocation to the City of Prescott with documented receipts up to $15,000. The amount of documented receipts up to $15,000 shall be repaid to the City by the City Manager in the event the City Manager voluntarily separates from the City within one (1) year from hire date.

SECTION 11. VACATION AND OTHER BENEFITS

The City Manager shall be entitled to all the normal benefits accorded to him pursuant to the provisions of Title 1, Chapter 20 of the City Code, as amended from time to time, and other applicable City policies. The City Manager shall be given a one-time credit of 40 hours to the PTO bank on his start date with an accrual rate of 9.232 hours per pay period. The City Manager's FLSA status is exempt, and as such, he will be credited 40 hours exempt leave every January to use or lose by the end of the calendar year, prorated for calendar year 2024 from City Manager's start date. The City Manager will receive a car allowance of Four Hundred Dollars ($400.00) per month and technology allowance of One Hundred Dollars ($100.00) per month. A City cell phone, computer laptop and computer desktop will also be provided to the City Manager.

SECTION 12. NOTICE OF RESIGNATION

City Manager hereby agrees to give a minimum of sixty (60) days' written notice if he resigns from the position of City Manager.

SECTION 13. CANCELLATION

Pursuant to A.R.S. §38-511, the City of Prescott may cancel this contract after 30 days written notice, without penalty or further obligation, if any person significantly involved in initiating, negotiating, 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.

SECTION 14. ENTIRE AGREEMENT

The text of this Agreement constitutes the entire agreement between the parties. Any representations, statements, promises, or understanding not contained herein shall be of no continued force, effect, or validity.

SECTION 15. SEVERABILITY

The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision hereof and this Agreement shall remain in full force and effect except as to such invalid provision.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott this 24th day of June, 2025.

_____
J. Dallin Kimble, City Manager

_____
Philip R. Goode, Mayor

Attest

_____
Sarah M. Siep, City Clerk

Approved as to Form:

_____
Joseph D. Young, City Attorney

TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	Community Development
ITEM #:	8.C
SUBJECT:	Approval of City Contract No. 2025-173 a Proposal for Continued Ephemeral Streamflow Monitoring Within the Big Chino Subbasin Dated May 2025 with Salt River Valley Water Users' Association and Salt River Project Agricultural Improvement and Power District (SRP) in the Amount of $323,205.00. Funding is Budgeted & Available in the Public Works Department Budget.

ITEM SUMMARY

This item is for the approval of Contract No. 2025-173 titled Proposal for Continued Ephemeral Streamflow Monitoring within the Big Chino Subbasin sets forth the continuation of data collection in the Big Chino Subbasin as part of the three-party contract known as Comprehensive Agreement No. 1. This ephemeral streamflow monitoring contract will replace the previous contract (City Contract 2022-154A1) in its entirety.

BACKGROUND

Comprehensive Agreement No. 1 (CA1) is commonly known as the three-party agreement among the City of Prescott, Town of Prescott Valley, and Salt River Valley Water Users' Association and Salt River Project Agricultural Improvement and Power District (SRP). CA1 outlined both a monitoring and modeling program, with monitoring beginning in 2013. Today's item maintains the overall data network as it exists today at the same price structures of the previous contract. The routine data collection and maintenance will proceed upon the annual renewal of this contact for up to 3 years.

Since 2014, the data from this network of equipment has been compiled and memorialized in the CA1 Annual Reports. These reports are available on the City of Prescott website housed under the Water Resource Management page, Project Documents, https://prescott-az.gov/water-resource-mgmt/big-chino-project/

FINANCIAL IMPACT

Funding is budgeted and available in the Public Works Department FY25 Comprehensive Agreement No.1 - Monitoring Budget.

RECOMMENDED ACTION

MOVE to approve Contract No. 2025-173

ATTACHMENTS

1. Contract 2025-173_StreamflowMonitoring

PROFESSIONAL SERVICES AGREEMENT / CONTRACT

for

Continued Ephemeral Streamflow Monitoring

Contract No. 2025-173

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

WHEREAS, the Salt River Valley Water Users' Association, as an agent of the Salt River Project Agricultural Improvement District (hereinafter referred to as "Professional"), has been providing Stream Flow Monitoring Services in the Big Chino Sub-Basin.

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 Professional shall provide the services to the City in relation to the Continued Ephemeral Streamflow Monitoring project within the Big Chino Sub-Basin as indicated in Exhibit "A" (Proposal for Continued Ephemeral Streamflow Monitoring within the Big Chino Sub-Basin April 2025 (the "Proposal") as accepted by the Mayor and Council per the Council Minutes of June 24, 2025), and as requested by the City Public Works Director (hereinafter referred to as "Director").

2. The Professional shall provide a sufficient number of qualified personnel to perform the services set forth in the Proposal.

3. All services identified in the Proposal shall be completed to the reasonable satisfaction of the parties and shall be performed in compliance with the schedule contained in the attached Exhibit "A".

4. The routine data collection and maintenance of remaining/existing equipment will proceed upon the annual renewal of this contract for up to 3 years. After which, the continuation of monitoring at the sites will be re-evaluated by the monitoring committee. The annual review dates are as follows: April 2026, 2027, and 2028. At this time amendments, if needed, to the contract can be made before the next work year commences (July 1 – June 30). The contract will start upon a fully executed contract and continue for 3 years, unless amended.

5. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional'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. § 38-511, the City 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 Professional to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City 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 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:

City of Prescott
201 N. Montezuma Street
Prescott, Arizona 86301
contracts@prescott-az.gov

Salt River Project Agricultural
Improvement and Power District
P.O Box 52025
Phoenix, AZ 85072-2025
Alanna.mecsey@srpnet.com
Sharon.morris@srpnet.com
Charlie.ester@srpnet.com

9. It is expressly agreed and understood by and between the parties that the Professional is an independent contractor, and, as such, Professional 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 contractor, Professional 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 contractor, Professional 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 Professional unless by sub-contract, as approved in advance by the City.

11. (A) The City shall pay to Professional a total sum of one hundred fifty-seven thousand seven hundred and thirty-five dollars and zero cents ($157,735.00) per year for 3 years for a total of three hundred twenty-three thousand two hundred five dollars and zero cents ($323,205.00) for all services specified in Exhibit "A".

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

and all payment to such any other professionals or subcontractors retained by the Professional.

(C) Payment of the total amount provided for under Section 12 (A) shall not relieve Professional 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 Professional shall charge, and City shall pay Professional in accordance with Exhibit "A".

(D) Prior to the final payment to the Professional, 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 Professional and shall apply to those monies to the appropriate accounts. Professional shall provide to the City any information necessary to determine the total amount(s) due.

(E) The Professional shall bill the City monthly for the fee due the Professional, based upon an hourly rate for services/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 services/work products of the Professional 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 services/work, and, with the exception of this Agreement, are to be returned to the City on request or at the completion of the services/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 Professional further agrees that this provision shall be contained in all sub-contracts 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. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all sub-contracts 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 Professional 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 Professional. 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. Subject to the limitations of A.R.S. § 34-226, to the fullest extent allowed by law, the Professional 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 Professional'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 Professional 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 Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional'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 Services/work: The City, without invalidating the Contract, may order additional/extra services/work, make changes by altering, or delete any portion of the services/work as specified herein, or as deemed necessary or desirable by the Director. All such services/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 additional/extra services/work.

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

    (C) In giving instructions, the Director shall have authority to make minor changes in the services/work, not involving additional/extra cost, and not inconsistent with the purposes of the services/work. No additional/extra services/work or change shall be made unless in pursuance of a written order by the 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 Director which involves services/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 services/work being performed.

    (E) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written amendment issued by the Purchasing Division, which shall be written so as to indicate acceptance on the part of the Professional 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 services/work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.

(F) If the Professional claims that any instructions involve additional/extra cost under this Contract, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services/work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services/work therefore upon receipt of an accepted Contract Amendment or other written order of the Director and in the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments must be approved by the Director. Contract Amendments that go over $50,000.00 or if the contract in total goes over fifty thousand dollars must be approved by the City Council.

Insurance Requirements: The Professional shall obtain and maintain in effect during the term of, and until final acceptance of all services/work under this Agreement, a policy, or policies of liability insurance with the following coverage:

Commercial General Liability – Occurrence Form

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

• General Aggregate	$ 2,000,000	
• Products – Completed Operations Aggregate	$ 2,000,000	(if applicable)
• Personal and Advertising Injury	$ 1,000,000	(if applicable)
• Each Occurrence	$ 1,000,000	
• Fire Legal Liability (Damage to Rented Premises)	$ 100,000	(if applicable)

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 of the activities performed by, or on behalf of the Professional."

Professional Liability (Errors and Omissions Liability)

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

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

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

Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

• Combined Single Limit (CSL)	$ 1,000,000

Prior to commencing services/work under this Agreement, the Professional shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for

Workers' Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

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

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City 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.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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 A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

Verification of Coverage: Professional 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. Please note the contract number on the Certificate.

22. The Professional, with regard to the services/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-contractors, including procurement of materials and leases of equipment. The Professional

will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

23. Professional Immigration Warranty

Professional understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Professional 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, Professional hereby warrants to the City that the Professional and each of its sub-contractors ("Sub-contractors") 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 "Professional Immigration Warranty").

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Professional 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 Professional or Sub-contractors' employee who works on this Contract to ensure that the Professional or Sub-contractor is complying with the Professional Immigration Warranty. Professionals agree 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 Professional and any of subcontractors to ensure compliance with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any random verification performed.

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

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

24. Professional 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.

25. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

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

27. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35-394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

    1. The forced labor of ethnic Uyghurs in the People's Republic of China

    2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

    3. Any Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

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

    1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

    2. Affirmative steps shall include:

        a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

        b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

        c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

        d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

        e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

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

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

DATED: _____ day of _____, 20____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

Salt River Project Agricultural Improvement And Power District, dba SRP

_____
(Authorized Signature)

By: _____
(Printed Name)

Title: _____

Email: _____

City of Prescott, a municipal corporation

_____
Philip R. Goode, Mayor

ATTEST:

_____
Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Young, City Attorney

EXHIBIT “A”

Big Chino Sub-basin. Photo Credit: SRP, July 2021.

Proposal for Continued Ephemeral Streamflow Monitoring within the Big Chino Subbasin

May 2025

Alanna Mecsey, Sharon Morris, and Charlie Ester
Salt River Project

Table of Contents

II. Introduction 3

IV. Surface Water Monitoring Sites 3

A. Upper Big Chino Wash (UBCW) 3
B. Big Chino Wash below Partridge Creek (BCWPC) 3
C. Big Chino Water Ranch (BCWR) 4
D. Pine Creek (PC) 4
E. Upper Walnut Creek at Bridge (UWCB) 4
F. Lower Walnut Creek at Charney Property (LWCCP) 5
G. Williamson Valley Wash at XU Ranch 5
H. Lower Williamson Valley Wash (LWVW) 5
I. Lower Big Chino Wash (LBCW) 5
J. Sullivan Dam (SD) 5
K. Verde Headwaters at Campbell Ranch (VHCR) 5

V. Removal of Equipment (As outlined in Contract No. 2022-154) 6

VI. Data Management and Access 6

A. Data Management 6
B. Data Access 7

VII. Project Costs 7

A. O&M Costs 7
B. Equipment Removal Costs 8

VIII. Contract Term 8

IX. Invoicing 8

A. Operations and Maintenance (Recurring Costs) 8
B. Break-Fix Event (Exception to Planned Schedule) 8
C. Contract Closure 9

X. Notice to Proceed 9

II. Introduction

This proposal outlines recommendations from the Salt River Project (SRP) for continued monitoring in the Big Chino Sub-basin at existing Flowtography® sites. SRP's Flowtography® uses gauges and remote photography to better understand the behavior of streams, snow accumulation, and watershed conditions. Flowtography® combines synchronized time-lapsed photography with the collection of conventional water depth measurements, or stage data, in ephemeral Arizona streams. SRP will continue to operate and maintain the existing streamflow monitoring sites with modifications described in Section II in support of the Comprehensive Agreement No.1 (CA#1) of October 5, 2012, and its Big Chino Sub-Basin Data Collection and Water Monitoring Program outlined in section 9.a. of the Big Chino Monitoring Plan of January 25, 2011.

Existing sites were established for the purpose of developing data sets to determine how recharge from the streams were potential sources to water supplies in the Big Chino subbasin aquifer. The approach recommended in the previously mentioned monitoring program document stated that, "Given the ephemeral nature of these stream Continuous Slope Area (CSA) gages were proposed." In SRP's original proposal (see City Contract No. 2014-001 and its amendments) the Slope Area Method (SAM) was employed, with an upstream and downstream event gauge. The installation of this equipment was completed in December 2013 - June 2014 period. Since installation, SRP Big Chino Sub-Basin Water Monitoring Project reports have been produced to document and share the data. Streamflow monitoring continues to be important as the hydrologic data collected varies greatly in any given year.

The monitoring goal is to continue to collect hydrologic data that will improve the understanding of the hydrologic relationship between groundwater and surface water in the upper Verde River area and be available for use in future groundwater model runs.

IV. Surface Water Monitoring Sites

Each site is discussed below with a plan for ongoing monitoring.

A. Upper Big Chino Wash (UBCW)

The data and images at this site, when paired with the images from the Big Chino Wash below Partridge Creek, provide an idea of where the water was sourced. Both the Flowtography® and the pressure transducer data from the site are useful.

Continue O&M of one (1) Flowtography® assembly [1]and one (1) in-stream event gauge with pressure transducer. O&M will include quarterly data collection, data processing, and reporting.

B. Big Chino Wash below Partridge Creek (BCWPC)

The images collected at this site, when paired with images from the UBCW, help in determining the source of the water. It is recommended to keep collecting images at this site.

Seen below in *Figure 1*, Partridge Creek originates in McIntyre Canyon and joins the Big Chino Wash north of the BCWPC gage, and downstream of the UBCW gage. The flows at BCWPC can therefore be

[1] 'Flowtography assembly' refers to the pole mounted camera box which includes the primary and secondary cameras, solar panel, electrical wiring and connections, and batteries.

described as a combination of flows from those observed at UBCW, and those from Partridge Creek (not instrumented). Existing monitoring locations are noted by yellow marks on the map.

Figure 1. Partridge Creek in relation to UBCW and BCWPC

Continue O&M of one (1) Flowtography® assembly. O&M will include quarterly data collection, data processing, and reporting.

C. Big Chino Water Ranch (BCWR)

The original intention of this site was to gain an overall view of what was occurring in the sub-basin. The camera enables a large view of the sub-basin providing a general sense of the conditions in the sub-basin. It is recommended to keep the camera in its current location and maintain service at the site.

Continue O&M of one (1) Flowtography® assembly. O&M will include quarterly data collection, data processing, and reporting.

D. Pine Creek (PC)

It is not clear if PC has a significant contribution to flows in the Big Chino Sub-basin. It is recommended that a review of the geomorphology upstream and downstream of the site should be conducted. It is recommended to continue monitoring the site until such a study is completed and a decision on the significance of the site is determined.

Continue O&M of one (1) Flowtography® assembly and one (1) in-stream event gauge with pressure transducer. O&M will include quarterly data collection, data processing, and reporting.

E. Upper Walnut Creek at Bridge (UWCB)

The images from this site are useful in observing flows that make it into Upper Walnut Creek past the diversion weir just upstream. A new camera location was scouted and no better location determined. It is recommended to continue monitoring this site and ensure that vegetation in the way of the view of the channel be removed at each site visit.

Continue O&M of one (1) Flowtography® assembly. O&M will include quarterly data collection, data processing, and reporting.

F. Lower Walnut Creek at Charney Property (LWCCP)

Both the Flowtography® images and the pressure transducer data from the site are useful. It is recommended to continue monitoring this site with its existing equipment.

Continue O&M of one (1) Flowtography® assembly and one (1) in-stream event gauge with pressure transducer. O&M will include quarterly data collection, data processing, and reporting.

G. Williamson Valley Wash at XU Ranch

Both the Flowtography® images and the pressure transducer data from the site are useful due to the location of the site (upstream of a USGS gauge) and the frequency and duration at which flows are observed. It is recommended to continue monitoring this site with its existing equipment.

Continue O&M of one (1) Flowtography® assembly and one (1) in-stream event gauge with pressure transducer. O&M will include quarterly data collection, data processing, and reporting.

H. Lower Williamson Valley Wash (LWVW)

Both the Flowtography® images and the pressure transducer data from the site are useful. It is recommended to continue monitoring this site with its existing equipment.

Continue O&M of one (1) Flowtography® assembly and one (1) in-stream event gauge with pressure transducer. O&M will include quarterly data collection, data processing, and reporting.

I. Lower Big Chino Wash (LBCW)

The images from this site are useful in determining the origin of the flows into Sullivan Lake. It is recommended to continue monitoring this site with its existing equipment.

Continue O&M of one (1) Flowtography® assembly. O&M will include quarterly data collection, data processing, and reporting.

J. Sullivan Dam (SD)

Both the Flowtography® images and the pressure transducer data from the site are useful. It is recommended to continue monitoring this site with its existing equipment.

Continue O&M of one (1) Flowtography® assembly and one (1) event gauge on the crest of the dam with pressure transducer. O&M will include quarterly data collection, data processing, and reporting.

K. Verde Headwaters at Campbell Ranch (VHCR)

The VHCR site is useful and will remain in operation. Following the restoration of the weir structure following the large flows in 2023, the weir is still not operating fully. It is recommended to continue monitoring this site with its existing equipment and once another large flow event occurs, then verify if the weir has been brought back to operations or if a modification to the weir is required.

Continue O&M of one (1) Flowtography® assembly and one (1) weir with existing monitoring equipment. O&M will include quarterly data collection, hydrographic measurements, data processing, and reporting.

V. Removal of Equipment (As outlined in Contract No. 2022-154)

Per Contract No. 2022-154, several sites had redundant gauges or equipment that was no longer useful and deemed for removal once the equipment had fully failed. Removal of extra equipment above ground has occurred, but for the cement bases in the stream channels, removal has not yet occurred. Removal will entail excavation equipment for the cement used in the installation, and coordination between landowners to get the equipment to the site. It was determined that with all entailed it would be more cost effective to coordinate the removal of all cement event gauge bases at once. *Table 1* below outlines what equipment, or structures have yet to be removed. It is important to note that while the base of an in-stream event gauge may remain, it is not visible or protruding from the ground.

Table 1. Equipment/Structures for Removal

Site	Equipment/Structure for Removal
Upper Big Chino Wash	Base of upstream event gauge
Pine Creek	Base of downstream event gauge
Lower Walnut Creek at Charney Property	Base of downstream event gauge
Williamson Valley Wash at XU Ranch	Base of downstream event gauge
Lower Williamson Valley Wash	Base of upstream event gauge
Lower Big Chino Wash	Base of downstream event gauge

VI. Camera Upgrade Notice

The Flowtography camera assemblies currently in use in the Big Chino Sub-basin employ a Vosker brand camera. When the cameras currently in use meet their lifecycle or malfunction, they will be replaced by a Spartan brand camera.

VII. Data Management and Access

A. Data Management

Data management will continue. The site data is manually extracted from the devices via laptop or handheld downloading device via a connecting cable. Collection of the data would be facilitated at a level of frequency to be determined as part of this project. For example, depending on runoff events and cost, it could be done quarterly, monthly, or weekly.

Once the data is extracted, it is uploaded into SRP's Quality Assurance/Quality Control (QA/QC) back-office processing system. SRP uses Aquatic Informatics AQUARIUS Time-Series software for data management and processing, analysis, and reporting.

B. Data Access

Data access will continue through MyWatershed. Data collected from each site, whether early/provisional or later/finalized, will be made available via SRP's secure password protected web portal accessible at www.watershedconnection.com by selecting the 'My Watershed' button in the menu bar. The Monitoring Committee will be able to decide who receives access to the data. Each of the river gauge sites will have its own page, graphics, and numerical reports. Data from the project's inception to current day can be retained, viewed, and downloaded at the user's discretion.

The user can obtain reports through MyWatershed. Data can be viewed by date in tabular or graphical form. The data can be downloaded to a .csv file or easily opened in excel.

Upon accessing MyWatershed through www.watershedconnection.com, the user is prompted for a username and password. After authenticating the User ID and Password, a user can access all sites for which their username/access allows.

VIII. Project Costs

A. O&M Costs

This proposal is to replace the current contract (City Contract No. 2022-154) in its entirety. All sites documented in Section II will have ongoing O&M costs, outlined in *Table 2* below.

Table 2, O&M Costs by Site

Site Identifier	O&M	Costs ($/fiscal year)
UBCW	1 Flowtography® Assembly and 1 Event Gauge with Pressure Transducer	$9,786
BCWPC	1 Flowtography® Assembly	$9,786
BCWR	1 Flowtography® Assembly	$9,786
PC	1 Flowtography® Assembly and 1 Event Gauge with Pressure Transducer	$9,786
UWCB	1 Flowtography® Assembly	$9,786
LWCCP	1 Flowtography® Assembly and 1 Event Gauge with Pressure Transducer	$9,786
WVWXU	1 Flowtography® Assembly and 1 Event Gauge with Pressure Transducer	$9,786
LWVW	1 Flowtography® Assembly and 1 Event Gauge with Pressure Transducer	$9,786
LBCW	1 Flowtography® Assembly	$9,786
SD	1 Flowtography® Assembly	$9,786
VHCR	1 Flowtography® Assembly and 1 weir with existing monitoring equipment	$9,875
O&M Funding		$107,735

Continued O&M costs are based on the fee structure in *Table 3* below.

Table 3. O&M Cost Breakdown

Description of Work	Associated Cost
Transportation – Helicopter	$650-1,000 per rotor hour
Transportation – Vehicle (Ground)	$10 per SRP labor hour
Additional Materials	Actual cost, plus 25%
Cellular Network Fees	$85 per site/month
Labor (Professional Services)	$125 per hour
Data Processing (Professional & Analytical Services)	$145 per hour
Direct Hydrographic Measurement (exclusive of travel costs)	$510 per day/site
Overnight stay and meal expenses (when required)	$275 per day/person

B. Equipment Removal Costs

As stated in Contract No. 2022-154, after the discontinued equipment fails, it is to be removed. Closure costs were estimated in the previous agreement at $50,000 but noted as uncertain and amendable as the needs of the removal are determined. The closure costs are estimates of the cost to remove all installed equipment and return each site back to its natural conditions if or when a site is closed and/or the contract is terminated. The costs from *Table 3* above for Transportation – Helicopter, Transportation – Vehicle, Labor (Professional Services), and Overnight stay and meal expenses would all apply. And once the equipment has been removed, proper disposal of those materials will occur at a local transfer station. The costs for solid waste disposal are estimated to be less than $100/ton.

IX. Contract Term

The routine data collection and maintenance will proceed upon the annual renewal of this contract for up to 3 years. After which, the continuation of monitoring at the sites will be re-evaluated by the monitoring committee. The annual review dates are as follows: April 2026 and April 2027. At this time, amendments if needed, to the contract can be made before the next work year commences (July 1 – June 30).

X. Invoicing

To maintain the invoicing practices, separate invoices will be prepared for the Flowtography sites and Verde Headwaters at Campbell Ranch. All invoices will be accompanied by a detailed description of equipment and/or services provided by site, date, and purpose as follows.

A. Operations and Maintenance (Recurring Costs)

Invoicing for recurring routine services will occur at regular intervals and will be submitted after service events.

B. Break-Fix Event (Exception to Planned Schedule)

In the event any special services or equipment requirements are needed, these actions will be invoiced as they occur. A process of seeking Monitoring Committee approval for exceptions to equipment or service events will need to be defined.

C. Contract Closure

Invoicing for the closure costs will occur during this contract and if the contract is not renewed (see Section V), returning of the sites to natural conditions.

XI. Notice to Proceed

This proposal outlines methods SRP will use to continue monitoring surface water flows within ten (10) ephemeral and one (1) perennial channel reaches in the Big Chino Sub-basin. This will include the operation and maintenance of those eleven monitoring sites in support of the Big Chino Sub-Basin Data Collection and Monitoring plan.

If the Monitoring Committee should have any questions or would like to discuss this project in further detail, please contact:

Alanna Mecsey, Senior Analyst
Data Analytics, SRP
(602) 236-5593
Alanna.Mecsey@srpnet.com

Sharon Morris, Senior Manager
Aquifer Management and Data Analytics, SRP
(602) 236-3274
Sharon.Morris@srpnet.com

Charlie Ester, Director
Water Supply
(602) 236-2587
Charlie.Ester@srpnet.com

TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	Public Works
ITEM #:	8.D
SUBJECT:	Approval of City Contract No. 2026-030 with Bennett Oil for the Purchase of Bulk Fuel Delivery Service for a Period of Three (3) Years. Funding is Available in Each Department Fund.

ITEM SUMMARY

This item requests approval to enter into a three (3) year contract with Bennett Oil for off-site fueling services. The current service contract with Bennett Oil has been re-bid, and a new fuel service contract is needed to continue fueling City assets.

BACKGROUND

Gasoline and diesel fuels are required for all City vehicles and equipment. However, the City does not have its own fueling facility. An estimated 23,400 gallons of gasoline, ultra-low-sulfur diesel (ULSD), and red dye are consumed annually.

Fleet Services performed a Request For Proposal for off-site fuel services and received three (3) bids. All bidders utilized the Oil Price Information Service (OPIS) standard, which is based on a five-day average of fuel costs for the Phoenix area.

The initial term of the contract shall be for a period of three (3) years. The contract may be extended for up to two (2) additional one (1) year periods, with the mutual consent of the City of Prescott and the Contractor/Supplier.

Fleet Services is recommending award of the contract to Bennett Oil.

FINANCIAL IMPACT

Funding is budgeted and available in all Department FY26 Budgets that use fuels.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-030

ATTACHMENTS

1. Contract 2026-030_Bulk Fuel

Request for Proposals

For

Bulk Fuels-Gasoline, USLD Clear and Red Dye

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Lois Fruhwirth, Council Member
Ted Gambogi, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Vacant, Council Member

CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DIRECTOR:

Gwen Rowitsch

Request for Proposals

Bulk Fuels-Gasoline, USLD Clear and Red Dye

DESCRIPTION: The City of Prescott is formally soliciting bids from qualified and experienced suppliers to deliver Bulk Fuels-Gasoline, Ultra Low Sulfur Diesel (ULSD), Clear and Red Dye for the City's fleet at multiple locations throughout the City on an as needed basis. The successful supplier(s) must demonstrate that they have sufficient capabilities and available resources to meet the product and service requirements of this solicitation.

BID OPENING: Thursday, May 29, 2025, at 2:00p.m. **City Council Chambers 201 N. Montezuma Street, 1st floor, Prescott, Arizona 86301**

In accordance with local and State law, sealed bids will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00p.m. on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00p.m. on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful in any contract with the City.

The solicitation, full submittal information and any addenda are available free of charge on the City's website at https://prescott-az.gov/budget-and-finance/purchasing/.

PUBLISH: May 4 and 11, 2025

Request for Proposals
Bulk Fuels-Gasoline, USLD Clear and Red Dye

Table of Contents

I. GENERAL INFORMATION 3
A. DESCRIPTION OF WORK 3
B. SCOPE OF WORK AND SPECIFICATIONS 3
C. PROPOSED PROJECT SCHEDULE 6
D. REQUESTS FOR INFORMATION 6
II. SUBMITTAL REQUIREMENTS 6
A. PROPOSAL REQUIREMENTS 6
B. INSTRUCTIONS FOR SUBMITTAL FORMS 6
C. DISCLOSURE 8
D. PROPRIETARY INFORMATION 8
E. DELIVERY OF SUBMITTALS 8
III. EVALUATION CRITERIA 9
IV. CONTRACT NEGOTIATION AND AWARD 9
A. OVERVIEW 10
B. AWARD OF CONTRACT 10
C. BASIC INSURANCE REQUIREMENTS 10
V. TERM OF CONTRACT 12
VI. TERMINATION OF CONTRACT 12
VIII. PROTEST POLICY 13
IX. STANDARD INFORMATION 13
GENERAL SERVICES CONTRACT 17
FORM A – SOLICITATION RESPONSE COVER SHEET 26
FORM B – PRICE SHEET 27
FORM C – BID CERTIFICATION 28
FORM D – CERTIFICATION OF NON-COLLUSION 29
FORM E – CERTIFICATE OF OWNERSHIP 30
FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES 31
FORM G – SUBCONTRACTORS LIST 33

I. GENERAL INFORMATION

The City of Prescott is formally soliciting bids from qualified and experienced suppliers to deliver Bulk Fuels-Gasoline, Ultra Low Sulfur Diesel (ULSD), Clear and Red Dye for the City's fleet at multiple locations throughout the City on an as needed basis. The successful supplier(s) must demonstrate that they have sufficient capabilities and available resources to meet the product and service requirements of this solicitation.

A. DESCRIPTION OF WORK

Gasoline and Diesel fuels are required for City vehicles and equipment; however, the City does not have its own central fueling facility therefore is seeking qualified suppliers to deliver fuel to our above ground tanks.

Supplier must be an established refiner, major representative, distributor or dealer; and must, upon the request of the City, provide satisfactory evidence of their ability to furnish products or service in accordance with the terms and conditions of these specifications.

Deliveries are made during business hours Monday through Friday, 7:00a.m. and 2:00p.m., upon ordering of product. Prompt delivery of Fuel is essential to the City's ability to provide uninterrupted services to the public.

B. SCOPE OF WORK AND SPECIFICATIONS

Fuel Requirements:

Gasoline

The gasoline will be unleaded 87-octane regular gasoline and shall conform to the most recent American Society for Testing and Materials (ASTM) Standard Specification #D4814 or the latest edition standard specifications for automotive gasoline for the State of Arizona and any ASTM revision thereafter. The anti-knock index (RON + MON/2) must be in compliance with ASTM D4814 or the latest edition as it relates to unleaded regular gasoline. The minimum anti-knock octane for reformulated unleaded regular gasoline shall be 87.

Gasoline is subject to the rules, regulations and Clean Air Act waivers of the U.S. Environmental Protection Agency (EPA), and Arizona State Statutes which require the use of reformulated oxygenated gasoline and specify maximum vapor pressures for certain areas.

ULSD Clear and Red Dye Diesel

Diesel fuel shall be all purpose ULSD fuel oil intended for use in all types of diesel engines under all normal conditions of service. The diesel fuel shall comply with ASTM D-975, Grade No. 1-D S15 – A special purpose, light middle distillate fuel for use in diesel engine applications requiring a fuel with 15 ppm sulfur (maximum) and higher volatility than that provided by Grade No. 2-D S15 fuel, with a cetane rating of 45. Cetane rating will be computed using the ASTM D-976 method. Using this standard, a required octane rating of 45 has a tolerance, but with this tolerance, it may not be lower than 40 cetane. The calculated cetane method will be used to determine cetane rating of fuel. Please refer to ASTM D-976, the latest edition, for test method to ensure cetane rating of 45 is being delivered. No cetane enriching additives are to be used. Only ultra-low sulfur No. 2 diesel fuel with sulfur content of 0.0015% or less will be accepted. All Gasoline will meet all

Arizona Department of Environmental Quality (ADEQ) requirements for fuel type and locality.

Pricing:

The contract price for all gasoline and diesel fuels shall be the margin price (in cents, to a maximum of four decimal places) for each line item, to be added to the Phoenix "rack average" price published each Thursday by the Oil Price Information Service (O.P.I.S.) for the type of fuel required by in order to determine the actual purchase price. The average price published by O.P.I.S. each Thursday shall be in effect for purchases from Monday through Sunday of the following week. If O.P.I.S. does not publish a price for the type of fuel required in the current week, the most recent published price shall prevail.

Deliveries

All deliveries shall be attended by a City employee to ensure delivery quantities and location and will include the receipt of a delivery ticket and stick readings.

Emergency Deliveries

In cases of prolonged energy outages within the Prescott area, supplier will furnish fuel to the City as a priority in order to maintain emergency services.

The delivery locations are per the following:

Tank Site Location 1:

Prescott Municipal Airport

2370 Melville
Prescott, AZ
Number of Tanks (2)
Capacities (gallons):
Gasoline = 8,000
Diesel (Clear) = 5,000

Tank Site Location 2:

Solid Waste Division-Transfer Station

2800 Sundog Ranch Road
Prescott, AZ
Number of Tanks (1)
Capacities (gallons):
Red Dye = 1,000

Tank Site Location 3:

Antelope Hills Golf Course – Maintenance Department

5930 Wilkinson Drive
Prescott, AZ
Number of Tanks (2)

Capacities (gallons):
Gasoline = 1,000
Red Dye Diesel = 2,000

Tank Site Location 4:

Waste Water Reclamation Facility

2800 Melville Road
Prescott, AZ
Number of Tanks (2)
Capacities (gallons):
Bulk Tank Red Dye Diesel = 500
Auxiliary Generator Red Dye Diesel = 3,600
Annual Usage: 4,100 gallons

Tank Site Location 5:

Waste Water Treatment Plant

1500 Sundog Ranch Road
Prescott, AZ
Number of Tanks (1)
Capacities (gallons):
Bulk Tank Red Dye Diesel = 500
Auxiliary Generator Red Dye Diesel = 1,800
Annual Usage: 2,300 gallons

Invoicing:

Invoices and statements shall be itemized and provided monthly to the City for all delivered bulk fuel and must include at minimum the following:

- Delivery date, time and location
- Vendor Name, Remit to Address and Contact Information
- Invoice Number and Date
- Line Item Description or Item or Service
- Purchase order # or Contract #
- Quantity Purchased
- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Applicable Shipping/Freight Charges
- Applicable taxes
- Total Invoice Amount Due
- Oil Price Information Service (OPIS) rate
- Margin Rate

Invoices shall not be more than 30 days in arrears. Delivery tickets must be provided at the time of delivery with before and after stick readings.

The City is <u>not</u> tax exempt. The proposer shall include applicable taxes prior to issuing any invoices to the City.

C. PROPOSED PROJECT SCHEDULE

Project milestones are estimated to be as follows:

- Request for Proposal Advertised — May 4 and 11, 2025
- Proposal Due Date/Opening — May 29, 2025
- Award of Contract — June 24, 2025

All milestones are the earliest dates for planning purposes only and should not represent any contractual commitment whatsoever on the part of the City.

D. REQUESTS FOR INFORMATION

Firms who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

Jaimie Sventek
Contracts Coordinator
contracts@prescott-az.gov

Requests for information must be received by the project representative **prior to 5:00p.m. on Tuesday, May 20, 2025**. Responses, or addenda as required, will be issued no later than 12:00p.m. (noon) on Tuesday, May 27, 2025. Receipt of addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. SUBMITTAL REQUIREMENTS

Firms shall possess the qualifications and Arizona licenses as required by law. Responses to this Request must be in the form of a proposal, as outlined in this document. The City assumes no liability for the cost of preparing a response to this Request.

Any deviations from the provisions of this Request which are desired by the Offeror shall be specifically noted in the proposal submitted.

A. PROPOSAL REQUIREMENTS

Proposals shall be submitted as **one (1) original (<u>not stapled or bound</u>)** along with **one (1) flash drive** and must conform to this Request. The proposal shall include the following:

- Form A – Solicitation Response Cover Sheet
- Form B – Price Sheet
- Form C – Bid Certification
- Form D – Non-Collusion Certificate
- Form E – Certificate of Ownership
- Form F – Bidder Qualifications, Representations and Warranties
- Form G – Subcontractor's List **if applicable**

B. INSTRUCTIONS FOR SUBMITTAL FORMS

- **Form A – Solicitation Response Cover Sheet**

Bidder shall complete, sign, and submit Form A as the first page of the bid package. Attach extra pages and information on your company's letter to not exceed 5 additional pages.

- Please provide a narrative response that describes your organization's overall method of approach for providing the required products as stated in this solicitation. The response shall at a minimum include;
  - Your understanding of the Scope of Work and all requirements
  - List products available and any services being offered.
  - List After-hours Emergency Contact information
  - If offering diesel please include your plan to correct any issues with gelling from winterized agents.
- Describe in detail Offeror's ability and capacity to perform under this contract. The description shall at a minimum describe:
  - Details on Offeror's inventory and transportation logistic ability to satisfy the City of Prescott's delivery needs of multiple locations.
- Please describe any natural disaster plan or pandemic plan/procedure your company has in place to ensure effective delivery and execution to the City. This is especially important regarding severe weather conditions.

- **Form B – Price Sheet**
  The bidder shall certify that its bid will be valid for 90 days after submission. Bidders may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

- **Form C – Bid Certification**
  Bidder shall complete, sign, and submit Form C.

- **Form D – Certification of Non-Collusion**
  Bidder shall complete, sign, and submit Form D.

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

- **Form F – Bidder Qualifications, Representations and Warranties**
  The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to fulfil the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility

of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such an evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

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

C. DISCLOSURE

Identify any public or private disciplinary actions against your firm or individuals within your firm that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract.

Disclose any investigation (involving your firm or individuals) conducted in the past five (5) years of any federal or state regulatory agency that might have an impact on this contract.

D. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Firms shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Firms shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Firms should be aware that the City is required by law to make its records available for public inspection. All firms, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the firms in the event that the City must legally disclose these materials.

E. DELIVERY OF SUBMITTALS

Sealed proposals will be received **before 2:00p.m. on Thursday, May 29, 2025**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened.

Any submittals received at or after 2:00p.m. on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail,

carrier, etc. The city will not accept delivery of the bid to any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00p.m. deadline.

The outside of the submittal envelope shall indicate the name and address of the Respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

Request for Proposals:
Bulk Fuels-Gasoline, USLD Clear and Red Dye
Due before 2:00p.m. on Thursday, May 29, 2025

III. EVALUATION CRITERIA

The sole purpose of the proposal evaluation process is to determine which solution best meets the City of Prescott's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide the best solution for Prescott's current and future needs based on the information available and Prescott's best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the City of Prescott. While the City intends to evaluate the proposals against all of the following criteria, the City reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the list below.

The following selection criteria will be used to evaluate the proposer responses to the RFP. A percentage is assigned to each criterion thereby providing a weight to the importance of the criteria in the overall selection.

Evaluation Criteria	**Weight Percentage**
Method of Approach	40
Experience and Capacity	35
Price	25
Total (not to exceed 100%)	**100%**

IV. CONTRACT NEGOTIATION AND AWARD

To qualify the proposal must be submitted on time and materially satisfy all requirements identified in this Request. If, in the judgment of the City, a proposal does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

Approval of the City Council will be required for the award of a contract for performance of the services described herein.

The City reserves the right to cancel this Request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into contract as specified if determined by the City to be in the City's best interests.

B. AWARD OF CONTRACT

The selected company/firm will be required to execute and meet the terms of the City's standard General Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will be required for award of a contract for performance of the services described herein and as may additionally be developed during negotiations. Any contract award submitted to the City Council for consideration is not binding on the City until after approval by the City Council and full execution of the contract documents by both parties.

C. BASIC INSURANCE REQUIREMENTS

Vendor / Contractor and/or 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 Vendor / 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 Vendor / Contractor, his agents, representatives, employees, or subcontractors. Vendor / Contractor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

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

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City 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. Any Renewal of insurance certificates with

endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

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 contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - 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, personal injury, broad form contractual liability coverage.

- General Aggregate $ 2,000,000
- Products – Completed Operations Aggregate $ 1,000,000 (if applicable)
- Personal and Advertising Injury $ 1,000,000 (if applicable)
- Each Occurrence $ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) $ 100,000 (if applicable)

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 of the activities performed by, or on behalf of, the Contractor."

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) $ 1,000,000

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

"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor."

Worker's Compensation and Employer's Liability:

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	$ 1,000,000
• Disease – each employee -	$ 1,000,000
• Disease – policy limit -	$ 1,000,000

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor / Contractor.

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.

Prior to commencing work under this Agreement, the Vendor / Contractor 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.

V. TERM OF CONTRACT

The initial term of the contract shall be for a period of three (3) years, starting July 30, 2025, expiring on June 30, 2028. The contract may be extended for an additional one (1) year period up to a total of two (2) additional years, with the mutual consent of the City of Prescott and Contractor /Supplier. Notice of intent to renew with evidence of pricing increase shall be provided by the vendor at least two (2) months prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

VI. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days' written notice. In such a case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

VII. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

VIII. PROTEST POLICY

Any protest against the solicitation or award must be filed with the City Clerk's Office by 4:00p.m. up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful firms. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

IX. STANDARD INFORMATION

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

B. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In the event of litigation, the parties hereby agree to submit to a trial before the Court. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.

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

D. 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.

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

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

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

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

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

J. 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.

K. INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney 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 Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or 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 Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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

M. Contractor Immigration Warranty (if applicable)

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. The 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. The 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 a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Supplier certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China

2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

3. Any Contractor / Supplier subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

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

1. The Company will take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

    a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.

    b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.

    c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

    d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises.

    e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Q. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

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

GENERAL SERVICES CONTRACT

Bulk Fuels-Gasoline, USLD Clear and Red Dye

Contract Number: 2026-030

THIS AGREEMENT made and entered into this 24th day of June 2025, by and between Bennett Oil of the City of Prescott, County of Yavapai**,** State of Arizona**,** hereinafter designated "Vendor/Supplier", 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 Vendor/Supplier, for and in consideration of the sum to be paid by the City, and of the other covenants and agreements herein contained, and under the penalties expressed in the bonds provided, hereby agrees, for itself, its heirs, executors, administrators, successors and assigns as follows:

ARTICLE I – SCOPE OF WORK: The Vendor/Supplier shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the project described as City of Prescott: Bulk Fuels-Gasoline, USLD Clear and Red Dye in a good workmanlike and substantial manner and to the satisfaction of the City through its Vendors/Suppliers and under the direction and supervision of the Department Director, or his/her properly authorized agents and strictly pursuant to and in conformity with the Plans and Specifications prepared by the Vendor/Suppliers for the City, and with such written modifications of the same and other documents that may be made by the City through the Department Director or his properly authorized agents, as provided herein.

ARTICLE II – CONTRACT DOCUMENTS: The Request for Proposal, Standards Specifications and Details, Special Conditions, Addenda, if any, and Proposal as accepted by the Mayor and Council per Council Minutes of June 24, 2025, 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.

ARTICLE III – TERM of CONTRACT: The initial term of the contract shall be for a period of three (3) years. The contract may be extended for an additional one (1) year period up to a total of two (2) additional years, with the mutual consent of the City of Prescott and Vendor/Supplier. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

ARTICLE IV – COMPENSATION: Vendor/Supplier shall be paid, pursuant to the provisions as set forth in the Contract documents, the total sum of OPIS rack rate-Phoenix + (see Price Sheet) cents per gallon plus applicable taxes in an approximate annual amount of one hundred fifty thousand dollars and no cents ($150,000.00) plus any approved contract amendments, for the full and satisfactory completion of all work as set forth in the Project Specifications and Contract Documents.

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 Vendor/Supplier, 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 Vendor/Supplier will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

ARTICLE VIII – INDEPENDENT VENDOR/SUPPLIER STATUS: It is expressly agreed and understood by and between the parties that the Vendor/Supplier is being retained by the City as an independent contractor, and as such the Vendor/Supplier 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 Vendor/Supplier, the Vendor/Supplier 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 Vendor/Supplier, the Vendor/Supplier 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 Vendor/Supplier, 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 Vendor/Supplier and shall apply to those moneys to the appropriate account. Vendor/Supplier shall provide to the City any information necessary to determine the total amount(s) due.

ARTICLE X – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Vendor/Supplier does not intend to or is unable to perform or continue performing under this

Contract, the Public Works Director may demand in writing that the Vendor/Supplier give a written assurance of intent to perform. Failure by the Vendor/Supplier to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

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

ARTICLE XII - COOPERATIVE USE OF CONTRACT: This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona and as part of the Strategic Alliance for Volume Expenditures (S.A.V.E.) with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

ARTICLE XII – 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 Vendor/Supplier 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, court rule, case law or common law. The Vendor/Supplier further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

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

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

City of Prescott	Bennett Oil
201 N Montezuma Street	810 E. Sheldon Street
Prescott, AZ 86301	Prescott, AZ 86301
contracts@prescott-az.gov	susie@bennettoil.com

E. This Agreement is non-assignable by the Vendor/Supplier unless by subcontract, as approved in advance by the City.

F. All invoices shall be emailed to ap@prescott-az.gov.

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

H. This Agreement represents the entire and integrated Agreement between the City and the Vendor/Supplier 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 Vendor/Supplier. 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.

I. 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.

J. INDEMNIFICATION: To the fullest extent permitted by law, the Vendor/Supplier shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney 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 Vendor/Supplier, its employees, agents, or any tier of subcontractors in the performance of this Contract, Vendor/Supplier's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or 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 Agreement including any employee of the Vendor/Supplier or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Vendor/Supplier may be legally liable.

K. 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.

L. INSURANCE: Vendor/Supplier and/or 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 Vendor/Supplier, 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 Vendor/Supplier from liabilities that might arise out of the performance of the work under this Contract by the Vendor/Supplier, his agents, representatives, employees, or subcontractors. Vendor/Supplier 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 Vendor/Supplier even if those limits of liability are in excess of those required by this Contract.

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

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

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

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Vendor/Supplier 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 contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

Insurance Limit Requirements - Vendor/Supplier 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, personal injury, broad form contractual liability coverage.

- General Aggregate $ 2,000,000
- Products – Completed Operations Aggregate $ 1,000,000 (if applicable)
- Personal and Advertising Injury $ 1,000,000 (if applicable)
- Each Occurrence $ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) $ 100,000 (if applicable)

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 of the activities performed by, or on behalf of, the Vendor/Supplier."

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) $ 1,000,000

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

> "The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Vendor/Supplier."

Worker's Compensation and Employer's Liability:

Workers' Compensation Statutory
Employer's Liability

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

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Vendor/Supplier.

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 A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Prior to commencing work under this Agreement, the Vendor/Supplier shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers' Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

M. 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. The 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. The 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 a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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

O. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35-394, Vendor/Supplier/Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
3. Any Vendor/Supplier/Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Vendor/Supplier/Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Vendor/Supplier/ Firm does not provide City of Prescott with a written certification that

the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

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

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

   a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists

   b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

   d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

   e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Q. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.

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

DATED: _____ day of _____, 2025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

Bennett Oil

_____
(Authorized Signature)

By: _____
(Printed Name)

Title: _____

Email: _____

City of Prescott, a municipal corporation

_____
Philip R. Goode, Mayor

ATTEST:

_____
Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Young, City Attorney

FORM A – SOLICITATION RESPONSE COVER SHEET

CITY OF PRESCOTT
ARIZONA

Solicitation Response

Bulk Fuels-Gasoline, USLD Clear and Red Dye

Please note all that apply:

☐ Addenda Number(s) Received (if any) .....

☑ Original Forms A through F

☑ Flash Drive

Business Name: Bennett oil

Business Address: 810 E. Sheldon ST.
Prescott, Az. 86301

Business Phone: (928) 445 1181 OR 928 710 1181 cell

Business Contact: J. Susie Ingram

Contact Email: susie@bennettoil.com

Contractor/Company Comments: Please see attached Understanding of Scope Narative And Certificate of Insurance.

BENNETT OIL

AMERICAN TRANSPORT

May 20, 2025

RE: City Of Prescott

Bulk Fuels-Gasoline, USLD Clean And Red Dye

201 N. Montezuma St. Suite 302 Prescott, AZ. 86301

Methods/Scope Understanding:

We are pleased to have the opportunity to submit our fuel bid for the City of Prescott Bulk Fuel Business for the contract period of July 30, 2025 – June 30, 2028. Serving Prescott & Northern Arizona since 1938, our family owned and locally operated business continues to thrive in the heart of Prescott.

We fully understand the scope of work offered for goods & service in this bid. As the current supplier, serving the active contract we are very familiar with all city of Prescott sites including:

- Prescott Municipal Airport
- Solid Wast Division – Transfer Station
- Antelope Hills Golf Course
- Wast Water Reclamation Facility
- Waste Water Treatment Plant

The fuel we purchase meets the specifications for Gasoline ASTM D4814 and Diesel ASTM D-976. We purchase the fuel from the direct Supply Racks in Phoenix, deliver it to our storage facility – by company owned tanker fleet American Transport. When the City of Prescott places an order, we then load the required fuel into our clean and meter certified Bobtail fuel trucks to deliver same day and/or next day after we receive the order.

During the colder winter months in Northern Arizona, we winterize the diesel fuel to prevent fuel from gelling. The product we use also conditions the fuel – increasing lubricity and cleans the engine. The winterize additive reduces the fuel pour point suppression up to -5 degrees F and reduces cold filter plugging point up to -20 degrees F.

Locally, we have maximum storage capacity of 100,000 gallons for Gasolines & Diesels. In the event of power outage or national emergency we have an additional emergency storage of up to 23,000 gallons, powered by a generator should the loss of power occur. This ensures City services remain fueled in the event of a catastrophe. We have 4 Bobtail trucks capable of delivering up to 5,000 gallons at a time. Additionally, our American Transport Fleet has 48 tankers running 24/7/365, delivering fuel through out the state of Arizona and now including West Texas and Las Vegas. Each tanker has the capacity to haul 7500 gallons of diesel and 8500 gallons of gasoline.

In the event of a local or national emergency we maintain an emergency disaster plan that ensures we are prepared to protect our employees', the trucks on the road, and most importantly provide fuel and to our contract customers. For overnight emergencies, Our Sheldon Street office is home to our 24 hour, 7 days a week transport dispatch team. Should there be an emergency during the overnight hours, we offer an immediate response. For day-to-day non-emergency business, our operation is open from 7am – 5pm Mon – Friday. We always have a manager on call for any issues that may arise anytime of the day or night.

BENNETT OIL

AMERICAN TRANSPORT

May 20, 2025

RE: City Of Prescott

Bulk Fuels-Gasoline, USLD Clean And Red Dye

201 N. Montezuma St. Suite 302 Prescott, AZ. 86301

Contacts:

- Customer Service to place orders: Angela or Dave 928-445-1181 ext. 201 or email logistics@bennettoil.com
- Weekends or after hours: Susie 928-710-1181, Dave 602-538-0718 or Tony 928-848-6693
- In the case of Emergency or unable to reach Susie, Dave or Tony – you may call our Sheldon St. office at 928-445-1181 Ext 107 and speak with our on-duty dispatcher.

We are proud of our proven track record to deliver fuel orders on the same day / next day and have an emergency response of under 5 hours. Due to our centrally located Operation and diverse business model, we can satisfy the City of Prescott's requirements for this bid offering. We are perfectly suited to ensure that the city is receiving the fuel they need – ***on time, every time and to spec.***

T. Susie Ingram
VP Operations & Finance
Bennett Oil
susie@bennettoil.com
928-445-1181 Ext 110
928-710-1181 Cell

Item #	Description	Annual Usage (Gallons)	O.P.I.S. Pricing (add-on cents per gallon)	Taxes	Shipping and any other related costs	Total Cost OPIS MARKUP + TAX
1	Gasoline - Unleaded	9,000	.285	.196576		.481576
2	ULSD Clear	5,000	.315	.227719		.542719
3	Red Dye	9,400	.275	.017719		.292719
				Red Dye	Sales Tax	9.380
* Quantities listed are estimates only. The City reserves the right to increase or decrease these amounts during the contract period. No guarantee is made to the exact number of gallons to be ordered. The City shall not be responsible for any overstock by the Contractor.						
	GRAND TOTAL	23,400				$ -

Price Certification

Susie Tate
Signature of Company Official

VP Operations & Finance
Title

Bennett Oil
Company Name

810 E. Sheldon ST. Prescott, AZ. 86301
Company Address

susie@bennettoil.com
Email Address

928 710 1181 - Cell
Phone Number

5/20/2025
Date

FORM C – BID CERTIFICATION

CITY OF PRESCOTT
ARIZONA

Bulk Fuels-Gasoline, USLD Clear and Red Dye

Company Name: Bennett Oil

The undersigned Bidder hereby certifies as follows:

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

Addendum	Issue Date

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

C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B - Price Sheet
3. Form C – Bid Certification
4. Form D – Certification of Non-Collusion
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor's List

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

Dated this 20 day of May 2025.

T. Susie Ingram
Signature

T. Susie Ingram
Written Name

928 710 1181
Phone Number

Susie@bennettoil.com
Email Address

FORM E – CERTIFICATE OF OWNERSHIP

CITY OF PRESCOTT
ARIZONA

Bulk Fuels-Gasoline, USLD Clear and Red Dye

Company Name: Bennett oil

The undersigned Bidder hereby certifies as follows:

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

Dated this 20 day of May 2025.

T. Susie Ingram
Signature

928 710 1181
Phone Number

T. Susie Ingram
Written Name

Susie@bennettoil.com
Email Address

FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES

CITY OF PRESCOTT
ARIZONA

Bulk Fuels-Gasoline, USLD Clear and Red Dye

Company Name: Bennett Oil

The undersigned Bidder hereby certifies as follows:

F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.

F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform the requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. The Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.

F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation for satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

Firm Name: Fann Contracting
Address: 6725 Generation Ln
Prescott, AZ. 86301
Contact Person: Mike Fann
Phone Number: 928 778 0170

Reference #2

Firm Name: UPick IT
Address: 5703 S. 60th St
Prescott Valley, 86314
Contact Person: Gino Vieira
Phone Number: 928 499 0245

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

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

Dated this 20 day of May 2025.

T. Susie Ingram
Signature

928 710 1181
Phone Number

T. Susie Ingram
Written Name

Susie@bennettoil.com
Email Address

NA

FORM G – SUBCONTRACTORS LIST

Bulk Fuels-Gasoline, USLD Clear and Red Dye			
Subcontractor Information	**Bid Item(s)**	**Subcontract Amount**	**% of Total Bid**
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Name: Address: Phone #: License #:			
Total Subcontract Amount and Percentage of Bid	**$**		**%**

**Use additional form(s) if needed*

FORM A – SOLICITATION RESPONSE COVER SHEET

CITY OF PRESCOTT
ARIZONA

Solicitation Response

Bulk Fuels-Gasoline, USLD Clear and Red Dye

Please note all that apply:

☑ Addenda Number(s) Received (if any) ..... #1 .....

☐ Original Forms A through F

☐ Flash Drive

Business Name: Bennett Oil

Business Address: 810 E. Sheldon ST.
Prescott, AZ. 86301

Business Phone: (928) 445 1181

Business Contact: Susie Ingram

Contact Email: Susie@bennettoil.com

Contractor/Company Comments: _____

CITY OF PRESCOTT
ARIZONA

Purchasing Division

201 N. Montezuma Street
Prescott, Arizona 86301
(928) 777-1408

ADDENDUM NUMBER ONE (1)

FOR THE

BULK FUELS-GASOLINE, USLD CLEAR AND RED DYE

DATE OF ADDENDUM: May 27, 2025

TO ALL BIDDERS BIDDING ON THE ABOVE PROJECT:

The following addendum shall be made part of the Project Specifications and Contract Documents. All other provisions of the Contract Documents remain unchanged. The Bidder shall acknowledge receipt of this Addendum on page 27 of the Bid Proposal form, in addition to signing below and returning this form with the bid package. The contents of this Addendum shall be given full consideration in the preparation of the Bid.

Changes to the Scope of Work and Specifications

Question: Please clarify the payment terms. We did not see if it was, for example, net-30 after receipt of invoice. Also is there an option for a percent discount if paid in certain net terms.

Response: These Paragraphs shall be added to the Invoicing Section of the Request for Proposals:

All invoices must clearly outline type of fuel, rack price, contracted price (plus or minus rack), applicable taxes, delivery date and description of any extra fees (environmental fee, etc.).

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed to due to improper invoicing shall make no claim against the City for late or finance charges.

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

- END -

City of Prescott Fleet Department

Gwen Rowitsch — Digitally signed by Gwen Rowitsch Date: 2025.05.27 11:01:39 -07'00'

Gwen Rowitsch, Public Works Director — Date

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

Bennett Oil

Company Name

Signature of Company Official — 5.29-2025

Date

BENNETT OIL

AMERICAN TRANSPORT

May 29, 2025

City of Prescott, Bulk Fuels-Gasoline, ULSD Clear and Red Dye Solicitation

Response to Amendment Number 1

Clarification of Payment terms:

- Net 15, from date of delivery

The invoice shall include:

- Fuel Type
- Rack Price
- Contracted Price
- Applicable Taxes
- Delivery Date
- Description of any additional fees

Company: Bennett Oil

Signed By:

T. Susie Ingran
VP Operations
928-710-1181 Cell
928-445-1181 Ext. 110
susie@bennettoil.com

TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	Airport
ITEM #:	8.E
SUBJECT:	Approval of Acceptance of Four (4) Federal Aviation Administration (FAA) Grants as Follows: 1.) Grant #3-04-0030-056-2025 for Land Acquisition Phase One (1) in the Amount of $3,000,000.00; 2.) Grant #3-04-0030-060-2025 for Land Acquisition Phase Two (2) in the Amount of $1,100,000.00; 3.) Grant #3-04-0030-059-2025 for Runway 12-30 Electrical Improvements in the Amount of $856,090.60; 4.) Grant #3-04-0030-057-2025 for Hangar Development Phase One (1) in the Amount of $1,662,500.00.

ITEM SUMMARY

This item is for the approval of acceptance of four (4) Federal Aviation Administration (FAA) grants for the airport's upcoming and current projects. Grant #3-04-0030-056-2025 for Land Acquisition Phase 1, is the congressionally directed spending associated with the North Ranch land purchase, in the amount of $3,000,000.00. Grant #3-04-0030-060-2025 for Land Acquisition Phase 2 is reimbursement for the South Deep Well Ranch parcel that was approved by City Council on May 27th in the amount of $1,100,000.00; this grant is for the partial payment of the South Deep Well Ranch purchase, and the Airport will be seeking State funds in Fiscal Year 2027 for the remaining balance of the appraised value. Grant #3-04-0030-059-2025 for Runway 12-30 Electrical Improvements, this includes design, environmental and construction in the amount of $856,090.60. Grant #3-04-0030-057-2025 for Hangar Development Phase 1, this phase will be for the design and construction of a new row of hangars which will be identified as row “Q” in the Amount of $1,662,500.00.

BACKGROUND

The Federal Aviation Administration (FAA) assists the nation's airports with funding for planning, design, environmental and construction projects under the Airport Improvement Program. These funds will assist with phase one (1) and two (2) of land acquisition for airport protection, along with funding to assist with the failing electrical along the crosswind runway 12-30, and phase one (1) of our hangar development at Prescott Regional Airport – Ernest A. Love Field.

Total project costs associated with these grants total $6,959,043.00. The FAA matches up to 95% which totals $6,618,590.00, and the Arizona Department of Transportation (ADOT) matches up to 2.5% which totals $170,226.07, and our local match will also be 2.5% which totals $170,226.07.

FINANCIAL IMPACT

The city portion total for all four (4) grants is $170,226.07 which is the 2.5% match of local funds required by the FAA. Funds are available in the Airport Fund, which may be supported by the General Fund.

RECOMMENDED ACTION

MOVE to accept Grant #3-04-0030-056-2025, Grant #3-04-0030-060-2025, Grant #3-04-0030-059-2025, and Grant #3-04-0030-057-2025

ATTACHMENTS

1. Grant 3-04-0030-056-2025_App.
2. Grant 3-04-0030-057-2025_App.
3. Grant 3-04-0030-059-2025_App.
4. Grant 3-04-0030-060-2025_App.
5. Exhibit_North Ranch
6. Exhibit_South Ranch
7. Exhibit_Hangar Developement Ph. 1
8. Exhibit_Runway 12-30 Electrical Improvements

Airport Improvement Program – Entitlement Grant

Airport Name/Address: Prescott Regional Airport -Ernest A Love Field (PRC), 6630 Airport Avenue, Prescott, AZ 86301
LocID: PRC **Sponsor's name:** City of Prescott
Airport Manager's Name, Position: Richard Crider, A.A.E., Airport Director
POC's phone number: O: 928-777-1114
POC's email address: rick.crider@prescott-az.gov

Project Description and Timeline

The City of Prescott started performing land acquisition planning on July 1, 2022, airport approach protection, compatible land use on existing runway 12/30, referred to as the North Ranch Land Acquisition. The land acquisition tasks are expected to go through June 30, 2025.

Executive Summary

In 2023, Prescott Regional Airport (PRC) was ranked as the 24th busiest airport in the nation with 335,000 operations. This high level of aircraft activity is closely associated with hosting seven active flight training organizations at PRC, including a world leader in aviation and aerospace education, Embry-Riddle Aeronautical University.

The Prescott Regional Airport – Ernest A. Love Field (PRC) and the City of Prescott (City) have identified land that should be acquired to support the existing approaches to the Airport, promote compatible land use and support of the continued growth and development of the Airport. Dibble has been requested to provide Land Acquisition Support Services in support of the City to acquire land in accordance with Federal Aviation Administration (FAA) guidelines. The land proposed to be acquired is shown on the recently updated and approved by FAA (June 2022) PRC Airport Layout Plan (ALP).

PRC is requesting an congressional directed spending for $3,000,000.00. $150,000.00 will be provided by local sources. The total project amount is $3,150,000.00.

Project Eligibility

This grant request is for congressionally directed spending for FFY24.

Project Cost and Deliverables

This grant will reimburse the City of Prescott for money already expended.

PRESCOTT REGIONAL AIRPORT

Hangar Development - Phase 1 (Environmental, Design + Construction)

(14,880 SF Hangar plus Associated Apron)

Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
General Requirements						
1	C-100-14.1	Contractor Quality Control Program (CQCP)	1	LS	$ 5,000.00	$ 5,000.00
2	C-102-6.1	Storm Water Pollution Prevention Plan	1	LS	$ 3,500.00	$ 3,500.00
3	C-105-6.1	Mobilization	1	LS	$ 10,000.00	$ 10,000.00
4	GTP-10.01.1	Location of Underground Utilities	1	LS	$ 2,500.00	$ 2,500.00
5	GTP-20.04.1	Airfield Safety and Security	1	LS	$ 5,500.00	$ 5,500.00
		General Requirements Subtotal				*$26,500.00*
Utility Improvements						
6	SP-90.02.01	6-Inch Class 350 DIP Watermain & Misc. Fittings (Mech. Restrained Joints)	113	LF	$ 215.00	$ 24,295.00
7	SP-90.02.02	1-Inch Water Service Line with Fittings, Type K Copper (COP Std Det 391Q)	1	EA	$ 1,600.00	$ 1,600.00
8	SP-90.02.03	6-Inch Pressure Connection to 10" DIP Water Main	1	EA	$ 8,000.00	$ 8,000.00
9	SP-90.02.04	Water Meter Box, Frame & Cover, Furnish and Install (MAG Std Det 320)	1	EA	$ 3,200.00	$ 3,200.00
10	SP-90.02.05	6-Inch" San Sewer Pipe SDR 35	62	LF	$ 110.00	$ 6,820.00
11	SP-90.02.06	Core Drill Connection to Existing 8-Inch Sanitary Main	1	EA	$ 3,500.00	$ 3,500.00
		Utility Improvements Subtotal				*$47,415.00*
Hangar Improvements						
12		Building Pad Aggregate Base Prep	1	LS	$ 7,500.00	$ 7,500.00
13	P-208-5.1	MAG 310 - Building Aggregate Base Placement (8-Inch)	16444	SY	$ 12.50	$ 205,550.00
14	GTP-40.01.3	PCC Building Pad (10-Inch)	15232	SF	$ 15.50	$ 236,096.00
15		Steel Frame Hangar Building per the building	14880	SF	$ 45.35	$ 674,808.00
		Hangar Improvements Subtotal				*$1,123,954.00*
Pavement Improvements						
16	P-152-4.1	Unclassified Excavation	250	CY	$ 34.00	$ 8,500.00
17	P-155-8.1	Lime Treated Subgrade (8-Inch Depth)	1360	SY	$ 33.00	$ 44,880.00
18	P-208-5.1	MAG 310 - Aggregate Base Course (6-Inch Depth)	2070	SY	$ 15.50	$ 32,085.00
19	P-403-8.1	AC Surface Course (3/4-Inch) (2-Inch Depth)	2070	SY	$ 32.00	$ 66,240.00
20	P-403-8.2	AC Surface Course (1/2-Inch) (2-Inch Depth)	2070	SY	$ 36.00	$ 74,520.00
21	P-620-5.1	Pavement Markings	1	LS	$ 1,361.00	$ 1,361.00
		Ramp Improvements Subtotal				*$227,586.00*
		Construction Estimate				**$1,425,455.00**

Engineering & Construction Management Costs						
1	C-100	CATEX Submittal Dibble Engineering	1	LS	$ 19,352.50	$ 19,352.50
2	C-100-14.1	Engineering and Design (ADM + Dibble)	1	LS	$ 269,950.00	$ 269,950.00
		Engineering & Construction Management Estimate				**$289,302.50**

Contingency						
1		10% Contingency				$ 142,545.50
		Contingency Estimate				**$142,545.50**

Funding Summary	
Total Estimated Cost to Construct	$1,857,303.00
Current Programming	**$1,750,000.00**
FAA Grant Request @ 95%	$1,662,500.00
ADOT Grant Request @ 2.5%	$43,750.00
City of Prescott Local Match @ 2.5%	$43,750.00

PRESCOTT REGIONAL AIRPORT

RW 12-30 Electrical Improvements (Environmental, Design + Construction)

(Wiring, Conduit and Signage)

Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
General Requirements						
1	C-105-6.1	Mobilization	1	LS	$ 39,500.00	$39,500.00
2	GTP-50.01.1	Location of Underground Utilities	1	LS	$ 17,750.00	$17,750.00
3	GTP-60.04.1	Airfield Safety and Security	1	LS	$ 44,966.00	$44,966.00
		General Construction Items Subtotal				*$102,216.00*
Electrical Items						
4	L-100-5.1	Remove and Temporarily Reinstall Runway Edge, End / Threshold Light and Isolation Transformer, Base Can to Remain	58	EA	$ 147.00	$8,526.00
5	L-100-5.2	Remove Existing Runway Edge, End / Threshold Light and Isolation Transformer, Remove Base Can	2	EA	$ 273.00	$546.00
6	L-100-5.3	Remove and Temporarily Reinstall In-pavement Runway Edge Light and Isolation Transformer, Base Can to Remain	2	EA	$ 147.00	$294.00
7	L-100-5.4	Remove Existing Conductor, Conduit to Remain (15480 LF)	1	LS	$ 9,513.00	$9,513.00
8	L-100-5.5	Remove, Temporarily Mount and Power Airfield Guidance Sign and Isolation Transformer, Demo Sign Base	7	EA	$ 4,238.00	$29,666.00
9	L-100-5.6	Remove and Salvage Airfield Guidance Sign and Isolation Transformer, Sign Base to Remain	15	EA	$ 395.00	$5,925.00
10	L-100-5.7	Excavate and Remove Existing Junction Can / Pull Box	1	EA	$ 205.00	$205.00
11	L-100-5.8	Temporary Airfield Lighting Circuit Jumpers	1	LS	$ 10,026.00	$10,026.00
12	L-100-5.9	Disconnect and Remove Existing CCR for Reinstallation or Return to Owner	6	EA	$ 1,580.00	$9,480.00
13	L-100-5.10	Install and Reconnect Existing Relocated CCR, Reconnect Existing Feeder, Control / Monitoring Unit to Existing ALCMS and Test	2	EA	$ 5,631.00	$11,262.00
14	L-100-5.11	Provide, Install and Connect New 10kW L-829 CCR with New Integrated Control / Monitoring Unit and Test	2	EA	$ 34,768.00	$69,536.00
15	L-100-5.12	Provide, Install and Connect New 7.5kW L-829 CCR with New Integrated Control / Monitoring Unit and Test	1	EA	$ 31,832.00	$31,832.00
16	L-100-5.13	Provide, Install and Connect New 2.5kW L-829 CCR with New Integrated Control / Monitoring Unit and Test	1	EA	$ 25,715.00	$25,715.00
17	L-100-5.14	Provide and Install New Eaton, Type FD 20Amp, 2-Pole, 480V Breaker in Existing Panel	1	EA	$ 1,417.00	$1,417.00
18	L-100-5.15	Provide and Install New Eaton, Type FD 30Amp, 2-Pole, 480V Breaker in Existing Panel	2	EA	$ 1,417.00	$2,834.00
19	L-100-5.16	Provide and Install New Eaton, Type FD 40Amp, 2-Pole, 480V Breaker in Existing Panel	3	EA	$ 1,417.00	$4,251.00
20	L-100-5.17	Provide Coordination and Tech Support for Manufacturer Testing and Commissioning of Relocated Existing and New CCRs	1	LS	$ 4,739.00	$4,739.00
21	L-108-5.1	L-824, Type C, 1/C #8 AWG, 5kV Cable	11,050	LF	$ 3.30	$36,465.00
22	L-108-5.2	L-824, Type C, 2/C #8 AWG, 5kV Cable	6,905	LF	$ 5.40	$37,287.00
23	L-110-5.1	Single-way, (1) - 2" Conduit, Direct Earth Buried with Counterpoise	565	LF	$ 55.00	$31,075.00
24	L-115-5.1	New L-867B Junction Can / Light Base with Blank Cover and Gasket	2	EA	$ 1,672.00	$3,344.00
25	L-115-5.2	New 3" L-867B Base Can Extension on Existing Light Base with Concrete Surround for Raising Low Edge Light Bases	4	EA	$ 959.00	$3,836.00
26	L-125-5.1	New L-852D(L) LED Medium Intensity Runway Edge Light (W/W) on Existing L-868 Light Base	2	EA	$ 2,686.00	$5,372.00
27	L-125-5.2	New L-858 Size 2, 1-Module Airfield Guidance Sign and Isolation Transformer, on New Concrete Sign Base	1	EA	$ 6,790.00	$6,790.00
28	L-125-5.3	New L-858 Size 2, 1-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and	3	EA	$ 3,579.00	$10,737.00
29	L-125-5.4	New L-858 Size 1, 2-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	3	EA	$ 7,607.00	$22,821.00
30	L-125-5.5	New L-858 Size 1, 2-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and	2	EA	$ 4,396.00	$8,792.00
31	L-125-5.6	New L-858 Size 2, 2-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	2	EA	$ 8,242.00	$16,484.00
32	L-125-5.7	New L-858 Size 2, 2-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and	2	EA	$ 5,031.00	$10,062.00

33	L-125-5.8	New L-858 Size 2, 3-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	2	EA	$ 10,057.00	$20,114.00
34	L-125-5.9	New L-858 Size 2, 3-Module Airfield Guidance Sign and Isolation Transformer on Existing Extended Concrete Sign Base with New Sign Ground	4	EA	$ 6,533.00	$26,132.00
35	L-125-5.10	New L-858 Size 1, 4-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	1	EA	$ 10,323.00	$10,323.00
36	L-125-5.11	New L-858 Size 2, 4-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and	2	EA	$ 6,577.00	$13,154.00
37	L-125-5.12	New L-858 Size 2, 4-Module Airfield Guidance Sign and Isolation Transformer on Existing Extended Concrete Sign Base with New Sign Ground	1	EA	$ 6,577.00	$6,577.00
38	L-125-5.13	36" Concrete Sign Base Extension, Installed On Existing Sign Base (if Required)	2	EA	$ 851.00	$1,702.00
39	L-125-5.14	Install and Connect New Sign Ground w/ Rod at New Sign on Existing Base (If Required)	5	EA	$ 368.00	$1,840.00
40	L-125-5.15	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/W) and Isolation Transformer on New L-867 Base Can	1	EA	$ 2,401.00	$2,401.00
41	L-125-5.16	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/W) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and	17	EA	$ 797.00	$13,549.00
42	L-125-5.17	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/Y) and Isolation Transformer on New L-867 Base Can	1	EA	$ 2,425.00	$2,425.00
43	L-125-5.18	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/Y) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and	21	EA	$ 820.00	$17,220.00
44	L-125-5.19	New Elevated L-861(L) LED Runway Edge Light (Bi-Directional R/R) and Isolation Transformer on New L-867 Base Can	2	EA	$ 2,538.00	$5,076.00
45	L-125-5.20	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/R) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and	6	EA	$ 934.00	$5,604.00
46	L-125-5.21	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional W/G) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts	2	EA	$ 1,003.00	$2,006.00
47	L-125-5.22	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/G) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and	6	EA	$ 886.00	$5,316.00
48	L-125-5.23	New Elevated L-861E(L) LED Runway End / Threshold Light (Uni-Directional G/Obscure) and Isolation Transformer on Existing L-867 Base Can	6	EA	$ 934.00	$5,604.00
49	L-125-5.24	New L-861(L) LED Runway Edge Light (Omni-Directional W/W) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	2	EA	$ 616.00	$1,232.00
50	L-125-5.25	New Elevated L-861(L) LED Runway Edge Light (Bi-Directional W/Y) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	2	EA	$ 639.00	$1,278.00
51	L-125-5.26	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/R) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	$ 753.00	$753.00
52	L-125-5.27	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional W/G) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	$ 822.00	$822.00
53	L-125-5.28	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/G) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	$ 705.00	$705.00
54	L-125-5.29	New Elevated L-861E(L) LED Runway End / Threshold Light (Uni-Directional G/Obscure) w/ Stems, Frangible Couplings and Isolation	1	EA	$ 753.00	$753.00
		Electrical Improvements Subtotal				*$563,418.00*
		Total Bid Amount	**$665,634.00**			

Engineering & Construction Management Costs						
1	C-100-14.1	Engineering and Design	1	LS	$ 95,715.00	$ 95,715.00
2		Environmental Review	1	LS	$ 25,994.00	$ 25,994.00
3	C-102-6.1	Construction Services	1	TM	$ 113,088.33	$ 113,088.33
		Engineering & Construction Management Estimate				**$234,797.33**

Contingency						
1		10% Contingency				$ -
		Contingency Estimate				**$0.00**

Funding Summary	
Total Estimated Cost to Construct	$900,431.33
Current Programming	**$901,148.00**
FAA Grant Request @ 95%	$856,090.60
ADOT Grant Request @ 2.5%	$22,528.70
City of Prescott Local Match @ 2.5%	$22,528.70

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL	
1. Assistance Listing Number:	3-04-0030-060-2025
2. Functional or Other Breakout:	

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			
2. Preliminary expense			
3. Land, structures, right-of-way	1,157,895		1,157,895
4. Architectural engineering basic fees			
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)	$ 1,157,895		$ 1,157,895
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	1,157,895		1,157,895
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)	0		0
18. **Subtotal** (Lines 16 through 17)	$ 1,157,895		$ 1,157,895
19. Federal Share requested of Line 18	1,100,000		1,100,000
20. Grantee share	28,948		28,948
21. Other shares	28,947		28,947
22. **TOTAL PROJECT** (Lines 19, 20 & 21)	$ 1,157,895		$ 1,157,895

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): City of Prescott Airport Fund	28,948
h. **TOTAL** - Grantee share	$ 28,948
25. Other Shares	**Amount**
a. State	28,947
b. Other	
c. **TOTAL** - Other Shares	$ 28,947
26. TOTAL NON-FEDERAL FINANCING	$ 57,895

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: PRC South Ranch Land Acquisition for Runway 3R/21L Approach Protection

AIRPORT: Prescott Regional Airport, Ernest A. Love Field

1. Objective:

To enhance safety and provide approach protection for Prescott Regional Airport (PRC) Runway 3R/21L

2. Benefits Anticipated:

To enhance safety and provide approach protection for Prescott Regional Airport (PRC) Runway 3R/21L in accordance with Advisory Circular (AC) No: 150/5190-4B Airport Land Use Compatibility Planning.

3. Approach: (See approved Scope of Work in Final Application)

Based upon FAA Advisory Circular (AC) No: 150/5190-4B Airport Land Use Compatibility Planning this property was vetted and deemed appropriate to acquire to enhance safety and provide approach protection for the Prescott Regional Airport (PRC) Runway 3R/21L.

Appraisals have been completed in accordance with FAA Advisory Circular (AC) 150/5100-17, Chapter 2.

The property has been evaluated for National Environmental Policy Act (NEPA) conformance and a Categorical Exclusion (CATEX) was completed.

The City of Prescott has successfully entered into a purchase agreement with the Owner (seller) of he property. City Council will grant final approval of purchase.

4. Geographic Location:

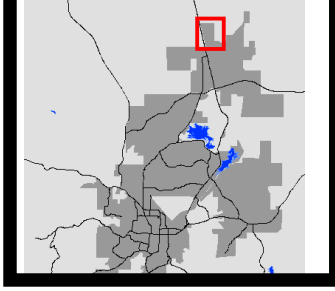
34° 38' 29.26"N
112° 26' 4.27"W

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: (include address & telephone number)

John Kuebrich - Capital Projects Manager, Prescott Regional Airport, Ernest A. Love Field
6630 Airport Aveune, Prescott, AZ 86301
928-777-1114 Ext 4665

STATE GRANT RECEIVED (EARLY FY25)	$3,100,000
CONGRESSIONALLY DIRECTED SPENDING FY25	$3,000,000



CITY OF PRESCOTT ARIZONA
Everybody's Hometown

North Ranch
Congressionally Directed Spending
FFY24

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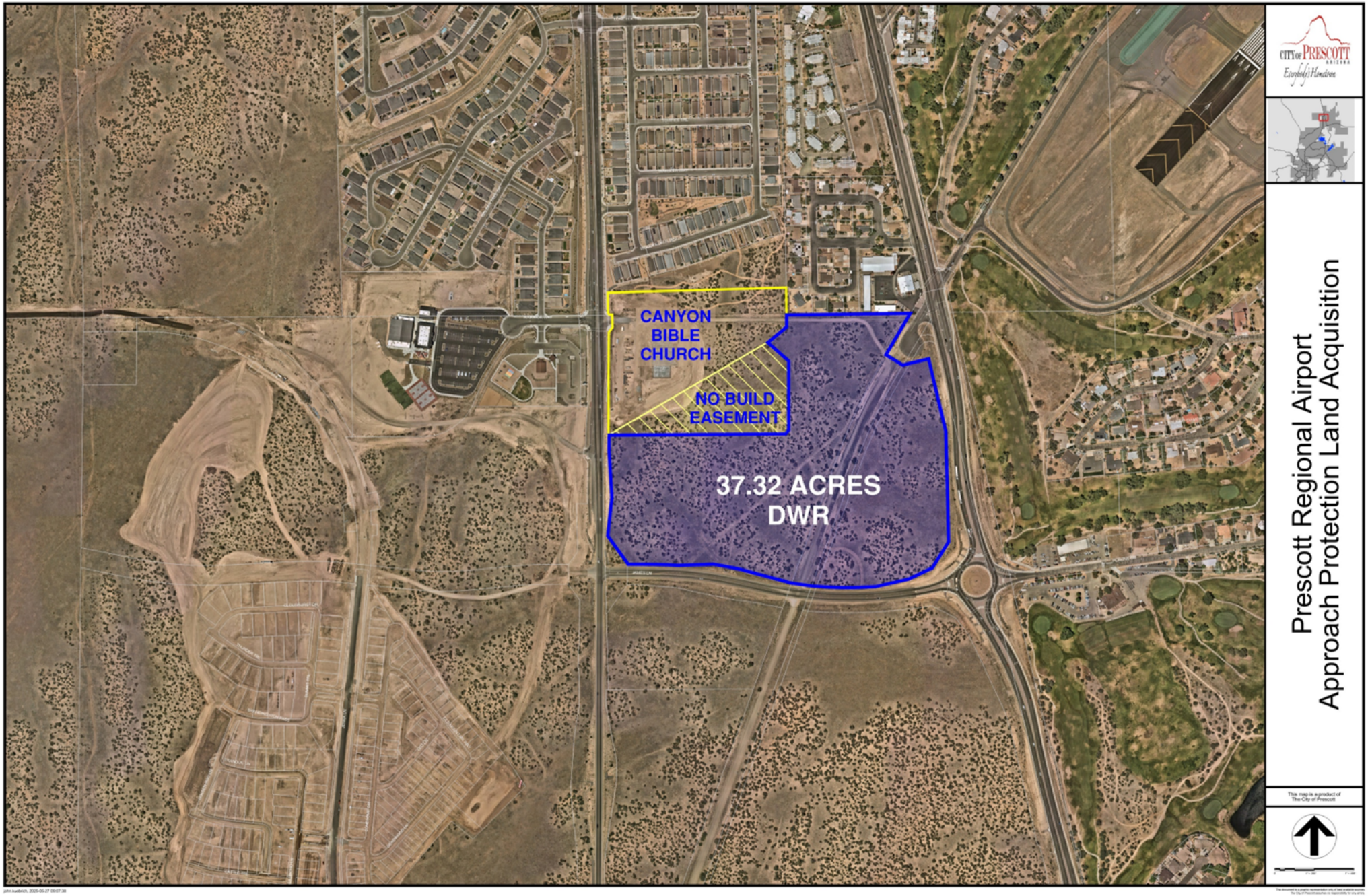
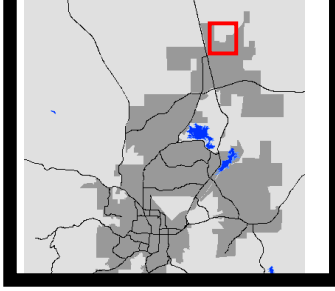


FEDERAL DISCRETIONARY FUNDING FY25 $1,100,000



CITY OF PRESCOTT
ARIZONA
Everybody's Hometown

PRC Hangar Developement Program Phase 1

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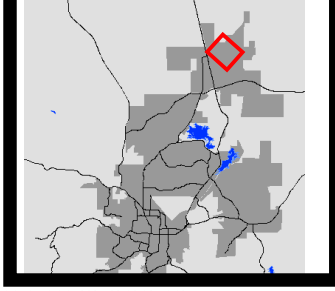

CITY OF PRESCOTT
ARIZONA
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Runway 12-30
Electrical Improvements

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TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	Airport
ITEM #:	8.F
SUBJECT:	Approval of City Contract No. 2025-170 with Rural Electric Inc. for the Runway 12-30 Electrical Improvements at Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed $665,634.00. Funding is Budgeted & Available in the Airport Fund.

ITEM SUMMARY

This item is to approve City Contract No. 2025-170, with Rural Electric Inc. for the Runway 12-30 Electrical Improvements in an Amount not to Exceed $665,634.00. The Airport will be utilizing entitlements for reimbursement. The project location is shown on the attached vicinity map.

BACKGROUND

On Runway 12-30 “Crosswind Runway”, the existing electrical runway edge lights, airfield guidance signage, and equipment has reached its useful life and needs replacement. The existing equipment occasionally becomes non-operational and is a significant concern for airport operations due to potential failure. Recent field testing recommended addressing failing insulation resistance readings. The existing electrical conduit is still in good condition and will be reutilized. This project will replace the existing lighting, signage and equipment with new Federal Aviation Administration (FAA) approved and certified LED equipment.

The invitation to bid was publicly notified on April 6,2025 and April 13, 2025. On May 15, 2025 one bid was publicly opened:

Company	Location	Bid Amount
Rual Electric Inc.	Mesa, AZ	$665,634.00
Engineer’s Estimate		$538,807.05

The Bid amount is 14.02% above the Engineer’s Estimate. The city has received written confirmation of from Rual Electric Inc. Verification of license, bonding, references, and past performance of previous Airport projects have been verified and determined satisfactory. Based on this information, the bid is deemed responsive and responsible. It is recommended that the award of the low bid be accepted in the amount of $665,634.00. The City's standard construction contract will be used for this project, and below is the project schedule.

Per the contract, all work must be substantially completed within 62 calendar days of the Notice to Proceed. Pending contract award, the following milestones have been identified.

Award of Contract	June 24, 2025
Pre-Construction Meeting	July 09,2025
Notice to Proceed (NTP)	July 14, 2025
Expected Completion Date	September 13, 2025

FINANCIAL IMPACT

Federal Aviation Administration grant #3-04-0030-059-2025 will be utilized to cover 95% of the cost associated with this project. The total cost to the city for this project will be the local portion of the

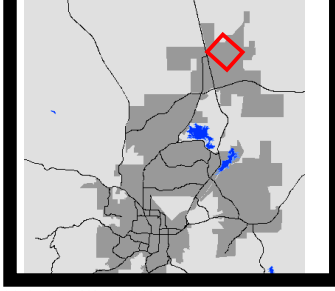
grant match in the amount of $22,528.70. Funding is available in the Airport Fund, which may be supported by the General Fund.

RECOMMENDED ACTION

MOVE to aprove City Contract No. 2025-170

ATTACHMENTS

1. Runway 12-30_Electrical Improvements
2. City Contract Contract No. 2025-170_Runway 12-30_Electrical



CITY OF PRESCOTT
ARIZONA
Everybody's Hometown

Runway 12-30 Electrical Improvements

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The City of Prescott

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john.kuebrich, 2025-06-10 12:54:42

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The City of Prescott assumes no responsibility for any errors.

Project Specifications and Contract Documents

For

Runway '12-30' Electrical Improvements

CIP No. 25602

MAYOR AND COUNCIL:

Phil Goode, Mayor
Connie Cantelme, Council Member
Lois Fruhwirth, Council Member
Ted Gambogi, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member

CITY CLERK:

Sarah M. Siep

AIRPORT DIRECTOR:

Rick Crider

Notice Inviting Bids

Runway ‘12-30’ Electrical Improvements

DESCRIPTION: The project generally consists of electrical infrastructure improvements to Runway ‘12-30’, including the removal and replacement of the existing incandescent lighting with new cable and FAA-approved and certified LED equipment.

MANDATORY PRE-BID CONFERENCE: May 1, 2025, at 11:00a.m., City of Prescott Regional Airport Administration 6630 Airport Avenue, Prescott, Arizona 86301

BID OPENING: Thursday, May 15, 2025, at 2:00p.m. **City Council Chambers 201 N. Montezuma Street, Prescott, Arizona 86301**

In accordance with local and State law, sealed bids with the project name on outside of envelope will be received by the Office of the **City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00pm on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00pm on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Plans, Project Specifications and Contract Documents are available for inspection at the Airport Administration, or may be obtained free of charge on the City’s website at https://prescott-az.gov/budget-and-finance/purchasing/.

PUBLISH: April 6 and 13, 2025

Runway '12-30' Electrical Improvements

Table of Contents

Special Instructions **4**
Federal Aviation Administration (FAA) Grant Award **4**
Disadvantaged Business Enterprise Requirements **4**
Mandatory Pre-Bid Conference **5**
Bid Submittal **5**
Delivery of Submittals **5**
Requests for Information **6**
Scope of Work **6**
Project Schedule **6**
Proposed Phasing and Sequencing **7**
Haul Routes and Staging Areas **8**
City Protest Policy **8**
Buy American Preference **8**
Bidding Schedule **9**
Proposal **11**
Bidder's Contact Information: **13**
Bidder's Affidavit **14**
CONSTRUCTION CONTRACT **15**
Insurance Requirements **24**
Final Payment Acknowledgement **28**
Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties **29**

Attachments:

- Attachment A: List of Subcontractors/Firm & DBE Utilization
- Attachment B: Letter of Intent to Perform as a Subconsultant/Subcontractor/Supplier
- Attachment C: Identification Statement for DBE
- Attachment D: Demonstration of Good Faith Efforts
- Prequalification Form
- Contractor Questionnaire
- Final Project Specifications
- Construction Safety & Phasing Plan
- Engineering Plans

Special Instructions

Bids will be returned unopened if not submitted properly sealed and prior to the time set forth in the Notice Inviting Bids.

Bids shall be enclosed in a sealed envelope, addressed to the Office of the City Clerk, and marked on the outside, lower right-hand corner indicating:

1. Bidder's Name
2. Project Title
3. Bid Opening Date and Time
4. Acknowledgement of Addenda Received, if applicable

Federal Aviation Administration (FAA) Grant Award

The work for the PRC Runway '12-30' Electrical Improvements project is being performed under a grant agreement between the City of Prescott and Federal Aviation Administration (FAA). Said agreements require the City of Prescott to obtain approval from FAA for all contract awards and modifications thereof. The Notice to Proceed (NTP) will not be granted (or any modification) until the approval of such an award is received from the FAA.

Disadvantaged Business Enterprise Requirements

Attention of bidders is particularly called to the requirements for Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) participation as described in the Bid Proposal. All bidders will be required to furnish information about DBE/SBE firms as required by Attachments A, B, C, and D. **It is not required of the Bidder to meet the DBE/SBE goals stated herein to be considered a responsive or responsible bidder.**

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Prescott Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 5.46% has been established for this contract (Good Faith Efforts). The bidder/offeror shall make good faith efforts, as defined in Instructions to Bidders.

The bidder/offeror will be required to demonstrate Good Faith Efforts by completing Attachments A, B (if needed), C, and D of these contract documents.

The undersigned hereby assures that he will make a good faith effort, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract a minimum of 5.46% of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this project qualifies as a DBE, the contract goal shall be deemed to have been met.

All Bidders are required to complete (at the time of bid) Attachment A – List of Subcontractors/Firm & DBE Utilization. All Bidders shall report the names, addresses, and DBE/SBE status of each Subcontractor anticipated to be used on the project (if applicable), including contact information and the bid amount of all subcontractors for the proposed work on the Subcontractors List.

Any Subconsultant, Subcontractor, or Supplier with the intent to perform on this project as a DBE is required to submit Attachment B. Attachment C (if needed) is to be completed for the combined project, and authorized by each Subconsultant, Subcontractor, Supplier and provided at the time of bid by the Prime Contractor.

All Bidders are required to complete (at the time of bid) Attachment D – Demonstration of Good Faith Efforts, which is a location for the contractor to list all the DBE/SBE Subconsultants, Subcontractors, or Suppliers contacted during the development of his bid for the combined project.

The undersigned also assures that he will include the DBE clauses required by the sponsor's DBE Program in all subcontracts which offer subcontracting opportunities.

Mandatory Pre-Bid Conference

The pre-bid conference is mandatory for potential bidders. Bids will only be accepted from contractors in attendance as established on the sign-in sheet. Anything discussed, or not discussed, in the meeting shall not change the requirements of the bid documents. Any changes to the bid documents shall be in writing. The minutes of this pre-bid conference will be distributed to all attendees. The minutes shall not be considered part of any addendum and shall not be considered part of the contract documents for the project.

The mandatory pre-bid conference will be held on May 1, 2025, at 11:00a.m. at this location:

City of Prescott
Regional Airport Administration
6630 Airport Avenue
Prescott, AZ 86301

Bid Submittal

All bids must contain the following completed forms, provided herein:

1. Bidding Schedule (page 9)
2. Proposal (pages 11-12)
3. Attachment A – List of Subcontractors & DBE Utilization
4. Attachment B – Letter of Intent to Perform as DBE Subcontractor
5. Attachment C – Identification Statement for DBE
6. Attachment D – Demonstration of Good Faith Efforts
7. Prequalification Form
8. Contractor's Questionnaire
9. Bidder's Affidavit (page 14)
10. Proposal Guarantee (certified check, cashier's check, or surety bond)
11. Addendum Acknowledgement (all pages), if applicable

Failure to complete and sign (where required) and return the above documents with your bid may render it irregular. It is not necessary to return a complete copy of the Notice Inviting Bids, Project Specifications and Contract Documents, other than the documents noted above. Bids shall be submitted as one (1) original with one (1) **flash drive** and must conform to this request.

DELIVERY OF SUBMITTALS

Sealed bids will be received **before 2:00p.m. on Thursday, May 15, 2025**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all

submittals will be publicly opened. **The City will not accept delivery of the bid at any other City location.**

Any submittals received at or after 2:00p.m. on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The City will not accept delivery of the bid at any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00p.m. deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

Notice of Inviting Bids:
Runway '12-30' Electrical Improvements
Due before 2:00p.m. on May 15, 2025

Requests for Information

Questions pertaining to this project prior to opening and award of the contract shall be directed to:

Jaimie Sventek
Contracts Coordinator
City of Prescott – Purchasing
contracts@prescott-az.gov

Requests for information must be received **by 5:00p.m. on Tuesday, May 6, 2025.** Responses or addenda will be issued **no later than 12:00p.m. (noon) on Monday, May 12, 2025.** It is the prospective proposer's full responsibility to check the City's website at https://prescott-az.gov/budget-and-finance/purchasing/ for Addenda related to this procurement. A signed copy with all pages of the addenda must be submitted with the proposal package.

Scope of Work

The intent of the Plans and Specifications is to prescribe a complete work for the described project which the Contractor shall perform in a manner acceptable to the City Airport Director and in full compliance with the terms of the Contract.

Unless otherwise specified in the Special Provisions, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and incidentals, but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a satisfactory and workmanlike manner within the specified time.

Project Schedule

The Contractor shall fully complete all work under this Contract within sixty-two (62) calendar days beginning with the calendar day as noted in the Notice to Proceed. The Contractor shall at all times during the continuance of the Contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

The following milestones are estimates of the earliest dates possible for planning purposes only and shall not represent any contractual commitment whatsoever on the part of the City. The City reserves the right to amend the project schedule as necessary.

Award of Contract	June 10, 2025
Pre-Construction Meeting	Week of June 16, 2025
Notice to Proceed	Week of June 30, 2025
Expected Completion Date	As noted on the Notice to Proceed

Proposed Phasing and Sequencing

The project consists of three phases of construction. The phasing limits for this project, as well as the haul routes, the Contractor's Staging & Storage Area, taxiway closures and aircraft detouring are all shown on Construction Safety & Phasing Plan. The construction duration and phasing for the project is detailed below.

Phase I. – This phase involves construction located on Runway '12-30', north of Runway '3R-21L' Runway Safety Area (RSA). This will consist of the removal and replacement of the existing incandescent runway edge lights, in-pavement lights, runway end/threshold lights, and airfield guidance signage with new FAA-approved and certified LED equipment; new airfield lighting cable, a new constant current regulator (CCR), and circuit breaker in the Airfield Lighting Vault. Additional LED airfield guidance signage and runway end/threshold lighting fixtures will be added.

- No work can be completed during daytime hours within the RSA unless a runway closure is authorized by the Airport.
- Runway '12-30' will be closed for night work.
- Taxiways 'E4', 'F4' and part of Taxiway 'C' will be closed for night work.

Phase II. – This phase involves construction located on Runway '12-30', south of Runway '3R-21L' RSA. This will consist of the removal and replacement of the existing incandescent runway edge lights, runway end/threshold lights, and airfield guidance signage with new FAA approved and certified LED equipment, and new airfield lighting cable.

- No work can be completed during daytime hours within the RSA unless a runway closure is authorized by the Airport.
- Runway '12-30' will be closed for night work.
- Taxiways 'E1', 'E2', 'E3', 'F1', 'F2', 'F3', and part of Taxiway 'D' will be closed for night work.

Phase III. – This phase involves construction located on Runway '12-30', within Runway '3R-21L' RSA. This will consist of the removal and replacement of the existing incandescent runway edge lights with new FAA approved and certified LED equipment, and new airfield lighting cable.

- No work can be completed during daytime hours within the RSA unless a runway closure is authorized by the Airport.

- Runway ‘12-30’ and ‘3R-21L’ will be closed for night work.
- Runway ‘3L-21R’ will be open for nighttime operations.
- A portion of Taxiway ‘E’ and Taxiway ‘F’ will be closed for night work.

Final Completion – This will mark the completion of all construction in Phase I to III. A pre-final walk-though will be completed by the Resident Engineer, Airport, and the Contractor. The Contractor shall be provided with a Substantial Completion letter including a punchlist of any remaining items to complete before Final Completion. The construction warranty will begin once the punchlist items are complete and approved.

Total Project Duration – 62 Calendar Days. This will include the completion of all punchlist items noted in the Substantial Completion letter.

Haul Routes and Staging Areas

Within approved set of Engineering Plans, Drawing G1.5, Sheet 5 of 43 “Airport and Project Site Plan” shows the project area, as well as Contractor’s Primary and Secondary Staging and Storage Areas and haul routes to access the various phases of work.

City Protest Policy

Any protest against the solicitation or award must be filed with the City Clerk’s Office by 4:00p.m. up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful vendors. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

Buy American Preference

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

Bid Schedule

Runway '12-30' Electrical Improvements						
PROJECT#: 25602						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
General Construction Items						
1	C-105-6.1	Mobilization	1	LS	$39,500.00	$39,500.00
2	GTP-50.01.1	Location of Underground Utilities	1	LS	$17,750.00	$17,750.00
3	GTP-60.04.1	Airfield Safety and Security	1	LS	$44,966.00	$44,966.00
		General Construction Items Subtotal			$ 102,216.00	
Electrical Items						
4	L-100-5.1	Remove and Temporarily Reinstall Runway Edge, End / Threshold Light and Isolation Transformer, Base Can to Remain	58	EA	$147.00	$8,526.00
5	L-100-5.2	Remove Existing Runway Edge, End / Threshold Light and Isolation Transformer, Remove Base Can	2	EA	$273.00	$546.00
6	L-100-5.3	Remove and Temporarily Reinstall In-pavement Runway Edge Light and Isolation Transformer, Base Can to Remain	2	EA	$147.00	$294.00
7	L-100-5.4	Remove Existing Conductor, Conduit to Remain (15480 LF)	1	LS	$9,513.00	$9,513.00
8	L-100-5.5	Remove, Temporarily Mount and Power Airfield Guidance Sign and Isolation Transformer, Demo Sign Base	7	EA	$4,238.00	$29,666.00
9	L-100-5.6	Remove and Salvage Airfield Guidance Sign and Isolation Transformer, Sign Base to Remain	15	EA	$395.00	$5,925.00
10	L-100-5.7	Excavate and Remove Existing Junction Can / Pull Box	1	EA	$205.00	$205.00
11	L-100-5.8	Temporary Airfield Lighting Circuit Jumpers	1	LS	$10,026.00	$10,026.00
12	L-100-5.9	Disconnect and Remove Existing CCR for Reinstallation or Return to Owner	6	EA	$1,580.00	$9,480.00
13	L-100-5.10	Install and Reconnect Existing Relocated CCR, Reconnect Existing Feeder, Control / Monitoring Unit to Existing ALCMS and Test	2 ~~3~~	EA	$5,631.00	$11,262.00
14	L-100-5.11	Provide, Install and Connect New 10kW L-829 CCR with New Integrated Control / Monitoring Unit and Test	2	EA	$34,768.00	$69,536.00
15	L-100-5.12	Provide, Install and Connect New 7.5kW L-829 CCR with New Integrated Control / Monitoring Unit and Test	1	EA	$31,832.00	$31,832.00
16	L-100-5.13	Provide, Install and Connect New 2.5kW L-829 CCR with New Integrated Control / Monitoring Unit and Test	1	EA	$25,715.00	$25,715.00
17	L-100-5.14	Provide and Install New Eaton, Type FD 20Amp, 2-Pole, 480V Breaker in Existing Panel	1	EA	$1,417.00	$1,417.00
18	L-100-5.15	Provide and Install New Eaton, Type FD 30Amp, 2-Pole, 480V Breaker in Existing Panel	2	EA	$1,417.00	$2,834.00
19	L-100-5.16	Provide and Install New Eaton, Type FD 40Amp, 2-Pole, 480V Breaker in Existing Panel	3	EA	$1,417.00	$4,251.00
20	L-100-5.17	Provide Coordination and Tech Support for Manufacturer Testing and Commissioning of Relocated Existing and New CCRs	1	LS	$4,739.00	$4,739.00
21	L-108-5.1	L-824, Type C, 1/C #8 AWG, 5kV Cable	11,050	LF	$3.30	$36,465.00
22	L-108-5.2	L-824, Type C, 2/C #8 AWG, 5kV Cable	6,905	LF	$5.40	$37,287.00
23	L-110-5.1	Single-way, (1) - 2" Conduit, Direct Earth Buried with Counterpoise	565	LF	$55.00	$31,075.00
24	L-115-5.1	New L-867B Junction Can / Light Base with Blank Cover and Gasket	2	EA	$1,672.00	$3,344.00
25	L-115-5.2	New 3" L-867B Base Can Extension on Existing Light Base with Concrete Surround for Raising Low Edge Light Bases	4	EA	$959.00	$3,836.00
26	L-125-5.1	New L-852D(L) LED Medium Intensity Runway Edge Light (W/W) on Existing L-868 Light Base	2	EA	$2,686.00	$5,372.00
27	L-125-5.2	New L-858 Size 2, 1-Module Airfield Guidance Sign and Isolation Transformer, on New Concrete Sign Base	1	EA	$6,790.00	$6,790.00
28	L-125-5.3	New L-858 Size 2, 1-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor	3	EA	$3,579.00	$10,737.00
29	L-125-5.4	New L-858 Size 1, 2-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	3	EA	$7,607.00	$22,821.00
30	L-125-5.5	New L-858 Size 1, 2-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor	2	EA	$4,396.00	$8,792.00
31	L-125-5.6	New L-858 Size 2, 2-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	2	EA	$8,242.00	$16,484.00
32	L-125-5.7	New L-858 Size 2, 2-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor	2	EA	$5,031.00	$10,062.00
33	L-125-5.8	New L-858 Size 2, 3-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	2	EA	$10,057.00	$20,114.00
34	L-125-5.9	New L-858 Size 2, 3-Module Airfield Guidance Sign and Isolation Transformer on Existing Extended Concrete Sign Base with New Sign Ground Rod and Conductor	4	EA	$6,533.00	$26,132.00
35	L-125-5.10	New L-858 Size 1, 4-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	1	EA	$10,323.00	$10,323.00
36	L-125-5.11	New L-858 Size 2, 4-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor	2	EA	$6,577.00	$13,154.00

Runway '12-30' Electrical Improvements						
PROJECT#: 25602						
37	L-125-5.12	New L-858 Size 2, 4-Module Airfield Guidance Sign and Isolation Transformer on Existing Extended Concrete Sign Base with New Sign Ground Rod and Conductor	1	EA	$6,577.00	$6,577.00
38	L-125-5.13	36" Concrete Sign Base Extension, Installed On Existing Sign Base (if Required)	2	EA	$851.00	$1,702.00
39	L-125-5.14	Install and Connect New Sign Ground w/ Rod at New Sign on Existing Base (If Required)	5	EA	$368.00	$1,840.00
40	L-125-5.15	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/W) and Isolation Transformer on New L-867 Base Can	1	EA	$2,401.00	$2,401.00
41	L-125-5.16	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/W) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	17	EA	$797.00	$13,549.00
42	L-125-5.17	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/Y) and Isolation Transformer on New L-867 Base Can	1	EA	$2,425.00	$2,425.00
43	L-125-5.18	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/Y) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	21	EA	$820.00	$17,220.00
44	L-125-5.19	New Elevated L-861(L) LED Runway Edge Light (Bi-Directional R/R) and Isolation Transformer on New L-867 Base Can	2	EA	$2,538.00	$5,076.00
45	L-125-5.20	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/R) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	6	EA	$934.00	$5,604.00
46	L-125-5.21	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional W/G) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	2	EA	$1,003.00	$2,006.00
47	L-125-5.22	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/G) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	6	EA	$886.00	$5,316.00
48	L-125-5.23	New Elevated L-861E(L) LED Runway End / Threshold Light (Uni-Directional G/Obscure) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	6	EA	$934.00	$5,604.00
49	L-125-5.24	New L-861(L) LED Runway Edge Light (Omni-Directional W/W) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	2	EA	$616.00	$1,232.00
50	L-125-5.25	New Elevated L-861(L) LED Runway Edge Light (Bi-Directional W/Y) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	2	EA	$639.00	$1,278.00
51	L-125-5.26	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/R) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	$753.00	$753.00
52	L-125-5.27	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional W/G) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	$822.00	$822.00
53	L-125-5.28	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/G) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	$705.00	$705.00
54	L-125-5.29	New Elevated L-861E(L) LED Runway End / Threshold Light (Uni-Directional G/Obscure) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	$753.00	$753.00
Electrical Improvement Items						
					Electrical Improvements Subtotal	$ 563,418.00
					Total Bid Amount	$ 665,634.00

TOTAL BID AMOUNT:

Six hundred Sixty Five thousand Six hundred thirty four Dollars

(In Written Words)

Rural Electric Inc

Company Name

Ann B Fogarty

Signature of Company Official

5-13-25

Date Signed

President

Title

annf@ruralelectric.com

Email

Proposal

Date: 5-13-25

Proposal of Rural Electric Inc
(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 the Runway '12-30' Electrical Improvements Project, in strict conformity with the plans and specifications, at the total base bid price of: Six hundred Sixty five thousand six hundred thirty four Dollars ($ 665,634.00).

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.

The Proposal Guarantee (Certified Check, Cashier's Check, or Bid Bond) attached, payable to the City of Prescott in the sum of not less than ten percent (10%) of the total bid price submitted for the complete project, to ensure that the Undersigned, if his bid is accepted, shall enter into contract and give the bonds and certificates of insurance required. 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 proposal guarantee an amount, not to exceed the amount of the proposal guarantee, 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 project shall be completed within sixty-two (62) calendar days after the starting date set forth in the NOTICE TO PROCEED.

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, CONTRACT DOCUMENTS AND PROJECT 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 in the State of Arizona 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: One

The undersigned is the holder of Arizona State Contractor's License No(s). and Classification(s):
075367 A Gen, 074573 C-11

Respectfully submitted,

Ann B Fogerty
Bidder (Authorized Signature)

Corporate Seal

By: Ann B Fogerty

Title: President

Bidder's Contact Information:

Physical Address: RURAL ELECTRIC INC.
9502 E MAIN ST
MESA, AZ 85207

Mailing Address:

Telephone No: 480 986 1488

Email Address: annf@ruralelectric.com

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

Ann B Fogerty — 6034 W. Trovita Pl
Pres — Chandler AZ 85226

Brett R. Bieberdorf — 8463 E Valley Vista Cir
Sec/Treas — Mesa AZ 85207

CITY OF PRESCOTT
ARIZONA

Bidder's Affidavit

Runway '12-30' Electrical Improvements

State of Arizona)
) ss.
County of Maricopa)

Ann B Fogerty, being first duly sworn, deposes and says:

That he/she is President (Title) of Rural Electric Inc (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: Ann B Fogerty

SUBSCRIBED AND SWORN to before me by Ann B Fogerty

this 13th day of May, 20 25.

Notary Public

02/16/2027
Commission Expires

NANCY MLOUKHIYEH
Notary Public - Arizona
Maricopa County
Commission # 642784
My Comm. Expires Feb 16, 2027

ARIZONA STATUTORY BID BOND FOR CONSTRUCTION
PURSUANT TO TITLES 28, 34, AND 41, ARIZONA REVISED STATUTES

(Penalty of this bond must not be less than 10% of the bid amount)

KNOW ALL MEN BY THESE PRESENTS THAT Rural Electric, Inc.
(hereinafter "Principal"), as Principal and Hartford Casualty Insurance Company
hereinafter "Surety"), a corporation organized and existing under the laws of the State of Indianna
with its principal offices in the City of Hartford holding a certificate of
authority to transact surety business in Arizona issued by the Director of the Department of Insurance pursuant to
Title 20, Chapter 2, Article 1, as Surety, are held and firmly bound unto City of Prescott
(hereinafter "Obligee"), in
the sum of Ten Percent (10%) of the amount of the bid of Principal, submitted by Principal to the Obligee for the work described below, for the payment of which sum, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for:

Runway 12-30 Electrical Improvements, CIP No. 25602
6600 Airport Avenue, Prescott, AZ 86301

NOW THEREFORE, if the Obligee shall accept the proposal of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of the proposal and give the bonds and certificates of insurance as specified in the standard specifications or Contract Documents with good and sufficient surety for the faithful performance of the contract and for the prompt payment of labor and materials furnished in the prosecution of the contract, or in the event of the failure of the Principal to enter into the contract and give the bonds and certificates of insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by the proposal then this obligation is void. Otherwise, it remains in full force and effect provided, however, that this bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of that section to the extent as if it were copied at length herein.

Witness our hands this 5th of May, 2025

Rural Electric, Inc.
PRINCIPAL SEAL

By: Ann B Fogarty
John Colonna Ann B Fogarty

Title: President

Hartford Casualty Insurance Company
SURETY SEAL

By: Nicole M. Johnson
Nicole M. Johnson, Attorney-In-Fact

Bonding & Insurance Solutions, LLC
AGENCY OF RECORD

108 SE Eastridge Street, Lee's Summit. MO 64063
AGENCY ADDRESS

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-11
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: BONDING AND INS SOLUTIONS LLC
Agency Code: 37-284958

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast,** a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Eric A. Dedovesh, Nicole M. Johnson, Rodney W. Paddock, Nathan Paddock of LEES SUMMIT, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone

Jessica Ciccone
My Commission HH 122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 5th, 2025.

Signed and sealed in Lake Mary, Florida.

Keith Dozois

Keith D. Dozois, Assistant Vice President

STATE OF ARIZONA

DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

CERTIFICATE OF AUTHORIZATION AND DEPOSIT

I, KURT REGNER, Deputy Assistant Director of the Department of Insurance and Financial Institutions for the State of Arizona, do hereby certify that

HARTFORD CASUALTY INSURANCE COMPANY
Domiciled in New Jersey
NAIC NO. 22365

is duly organized under the laws of the State of New Jersey and is authorized, subject to the provisions thereof and the charter powers of said company, to transact the following kinds of insurance business:

CASUALTY WITH WORKERS' COMPENSATION
DISABILITY
MARINE AND TRANSPORTATION
PROPERTY
SURETY
VEHICLE

within the State of Arizona unless surrendered, suspended or revoked by the Director of Insurance and Financial Institutions.

I FURTHER CERTIFY that said company, as of the effective date of this certificate had on deposit with the Treasurer of the State of Arizona, as evidenced by the records of this office, securities in the amount of:

$0.00

for the protection of all the insurer's policyholders within the United States, and

$0.00

for purposes required by the laws of other states pursuant to A.R.S.§20-582(2).

In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Director of Insurance and Financial Institutions at the City of Phoenix. The effective date of this certificate is August 27, 2024.

Kurt Regner, Deputy Assistant Director
Financial Affairs Division

CONSTRUCTION CONTRACT

Runway ‘12-30’ Electrical Improvements

Contract No. 2025-170

THIS AGREEMENT made and entered into this 24th day of June 2025, by and between Rural Electric Inc. of the city of Mesa, 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 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 him/herself, 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: Runway ‘12-30’ Electrical Improvements Project 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 Airport Director, or their 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 their properly authorized agents, as provided herein.

ARTICLE II - CONTRACT DOCUMENTS: The Notice Inviting Bids, Project Plans and Specifications, MAG Specifications and Details, City Supplement to MAG, Special Provisions, Addenda, Contractor’s Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties, Contractor Bid Proposal as accepted by the Mayor and Council per Council Minutes of June 24, 2025, Proposal Guarantee, Performance Bond, Payment Bond, Certificates of Insurance and required Endorsements, Contract Allowance Authorizations and Contract Amendments, are by this reference made a part of this Contract to the same extent as if set forth herein in full.

ARTICLE III - TIME OF COMPLETION: The Contractor hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, unless such commencement of work is mutually agreed to be extended by the parties due to material unavailability and delayed lead times. The Contractor will complete the work within sixty-two (62) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the City Supplement to MAG. The contract will close 60 days after the substantial completion date, to finalize the payment process.

ARTICLE IV - COMPENSATION: Contractor shall be paid, pursuant to the provisions as set forth in the Contract Documents, a not to exceed amount of six hundred sixty-five thousand, six hundred thirty-four dollars and zero cents ($665,634.00), plus any approved contract amendments,

for the full and satisfactory completion of all work as set forth in the Project Plans, Specifications and Contract Documents. Retention shall be in accordance with A.R.S. § 34-221. If the Contractor claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services / work. No such claim shall be valid unless so made. The Contractor shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments shall be approved by the Director, but Contract Amendments over $50,000 must also be approved by City Council.

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

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

ARTICLE VII - NONDISCRIMINATION: The Contractor, with regard to the work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09 as amended.

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

limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

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

ARTICLE X - LIQUIDATED DAMAGES: All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of $570.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of $570.00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

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

ARTICLE XII - BONDS:

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

B. Contractor shall also obtain a payment bond, pursuant to the provisions of A.R.S. § 34-222, in an amount equal to this full contract price herein, said bond to be solely for the protection

of claimants supplying labor or materials to the Contractor or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Prescott City Clerk.

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

ARTICLE XIII – SUBCONTRACTORS:

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

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

ARTICLE XIV – INDEMNITY: To the fullest extent allowed by law, the Contractor shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys fees and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the Contractor's owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Worker's Compensation Law or arising out of failure of such Contractor to conform to any Federal, State, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnitee, be indemnified by the Contractor from and against any and all claims. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its departments, officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ARTICLE XV – RIGHT TO ASSURANCE: If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Airport Director may demand in writing that the Contractor give a written assurance of intent to

perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the City's option, be the basis for terminating the Contract.

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

ARTICLE XVII - MISCELLANEOUS:

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

B. 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.

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

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

E. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Contract, pursuant to A.R.S. § 12-341.01 (A) and (B), A.R.S. §34-301, §34-302 & §34-321 or pursuant to any other state or federal statute, court rule, case law or common law. The Contractor further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

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

G. 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:

City of Prescott	Rural Electric Inc.
201 N Montezuma Street	9502 E. Main St.
Prescott, AZ 86301	Mesa, AZ 85207
contracts@prescott-az.gov	annf@ruralelectric.com

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

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

J. 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.

K. 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.

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

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

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

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

P. Nondiscrimination and Equal Employment Opportunity: The Contractor and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Contractor and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Contractor agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

Q. Employees on Public Works Construction Projects: E-Verify Requirements:

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

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

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

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

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

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

   e. The provisions of this Article shall be included in any contract the Contractor enters with any and all of its Subcontractors who provide Services under this Agreement. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

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

S. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35-394, Contractor certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China

2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

3. Any Contractor / subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

T. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

DATED: _____ day of _____, 2025

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

Rural Electric Inc.

_____
(Authorized Signature)

By: _____
(Printed Name)

Title: _____

Email: _____

City of Prescott, a municipal corporation:

_____
Philip R. Goode, Mayor

ATTEST:

_____
Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Young, City Attorney

INSURANCE REQUIREMENTS

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

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

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

ADDITIONAL INSURANCE REQUIREMENTS:

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

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

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City contract number and project name/description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

NOTICE OF CANCELLATION:

With the exception of a ten (10) day notice of cancellation for non-payment of premium, and changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott. General liability, automobile liability, and worker's compensation insurance is to be placed with an insurer admitted in the state in which operations are taking place.

VERIFICATION OF COVERAGE:

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

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project and warranty period as set forth in warranty letter. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

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

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

   Commercial General Liability – Occurrence Form –

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

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

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

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

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- Combined Single Limit (CSL) $ 1,000,000

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

"The City of Prescott shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles, owned, leased, hired, or borrowed by the Contractor."

Worker's Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability	
• Each Accident -	$1,000,000
• Disease – each employee -	$1,000,000
• Disease – policy limit -	$1,000,000

Policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Contractor.

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

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

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

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

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) day written notice.

Such policy shall not exclude coverage for the following:

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

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

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

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

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

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

FINAL PAYMENT ACKNOWLEDGEMENT

To the City of Prescott, Arizona:
Rural Electric Inc.
9502 E. Main St.
Mesa, AZ 85207
annf@ruralelectric.com

Rural Electric Inc., has submitted the final pay application for the Runway '12-30' Electrical Improvements project Contract No. 2025-170 in the consideration of:

$ _____ .
(Total Final Project Amount)

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

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

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

_____
(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____ , 20 _____.

_____ _____
Notary Public Commission Expires

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

Project: Runway '12-30' Electrical Improvements
Contract Number: 2025-170

To the City of Prescott, Arizona:

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

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

_____
(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me by _____

this _____ day of _____ , 20 _____.

_____ _____
Notary Public Commission Expires

CITY OF PRESCOTT
Prescott Regional Airport
Runway '12-30' Electrical Improvements
PRC Project No: 25602

ATTACHMENT A

List Of Subcontractors/Firm & DBE Utilization

(To be completed by the Prime Contractor – Submitted with Bid)

In compliance with bidding requirements, the undersigned hereby submits the names (in the table below) of all Subcontractors anticipated to be used in the work required to complete **PRC Runway '12-30' Electrical Improvements** project.

The bidder certifies that all Subcontractors listed are eligible to perform work on public projects.

SUBCONTRACTOR'S NAME	SUBCONTRACTOR'S ADDRESS	AGE OF FIRM (YEARS)	WORK TO BE PERFORMED BY SUBCONTRACTOR	DOLLAR AMOUNT OF WORK	DBE? Y/N	DOLLAR AMOUNT OF DBE WORK
1.	None					
2.						
3.						
4.						
5.						
6.						

SUBCONTRACTOR'S NAME	SUBCONTRACTOR'S ADDRESS	AGE OF FIRM (YEARS)	WORK TO BE PERFORMED BY SUBCONTRACTOR	DOLLAR AMOUNT OF WORK	DBE? Y/N	DOLLAR AMOUNT OF DBE WORK
7.						
8.						
9.						
10.						
11.						
12.						

THE TOTAL PROPOSED CONTRACT VALUE OF DBE FIRM UTILIZATION LISTED ABOVE IS $ Ø

OR Ø **% OF THE TOTAL BID AMOUNT.**

THE UNDERSIGNED HEREIN AFFIRMS THAT THE BIDDER WILL ENTER INTO A FORMAL AGREEMENT WITH THE DBE CONSULTANTS/ CONTRACTORS/ SUPPLIERS LISTED HEREIN CONDITIONED UPON THE EXECUTION OF A CONTRACT WITH THE CITY OF PRESCOTT.

Ann B Fogerty	President	Ann B Fogerty	5-13-25
Name (Type or Print)	Title of Signer (Type or Print)	Signature	Date

CITY OF PRESCOTT
Prescott Regional Airport
Runway '12-30' Electrical Improvements
PRC Project No: 25602

ATTACHMENT B

Letter of Intent to Perform as a Subconsultant/Subcontractor/Supplier

(To be completed by the DBE/SBE Subcontractor/Supplier)

TO: n/a
(Insert name of prime contractor or general bidder)

1. The undersigned is certified as a DBE as of the date of this bid with the following agency:

_____ (please provide agency name and complete Attachment C)

2. The undersigned is prepared to perform the following scope(s) of work on the above referenced project:

COMPLETE THIS PORTION IF SCOPE OF WORK IS BID BY UNIT PRICE OR HOURLY RATE (TRUCKING, HAULING, UNIFORMED OFFICERS, ETC.)

DESCRIPTION	NAICS CODE	UNIT/ HOUR ESTIMATE	UNIT/ HOURLY PRICE	TOTAL MINIMUM CONTRACT AMOUNT
				$

COMPLETE THIS PORTION IF SCOPE OF WORK IS NOT BID BY UNIT PRICE OR HOURLY RATE

DESCRIPTION	NAICS CODE	TOTAL BID AMOUNT
		$

3. The undersigned affirms that of the trucking/hauling work quoted above, the following applies:

No. of trucks needed to perform the project		No. of trucks owned by DBE to be used on project	
No. of trucks to be leased from a DBE		No. of trucks to be leased from a non-DBE	

4. The undersigned affirms the amount of fees and commissions for work quoted above is as follows:

Unit Price Bid $ _____ Fees/Commissions Portion of Bid $_____

5. The undersigned will sublet and/or award $ _____ of work bid to a non-DBE firm.

6. The undersigned will sublet and/or award $ _____ of work bid to another certified DBE firm.

On the _____ day of _____, 20__ , by signature below, the undersigned agrees to enter into a formal agreement/subcontract for the work cited herein should the prime contractor receive award of this contract from the City of Prescott.

_____	_____
(Print DBE Firm Name)	(Phone Number)
_____	_____
(Authorized Signature)	(Print Name and Title)

CITY OF PRESCOTT
Prescott Regional Airport
Runway '12-30' Electrical Improvements
PRC Project No: 25602

ATTACHMENT C

Identification Statement for DBE

(To be completed by any DBE who is not certified by the agencies listed in Attachment B)

The undersigned herein affirms that the firm submitting this statement has qualified as a DBE and holds a current DBE certification from a U.S. Department of Transportation (USDOT) recognized certifying agency as follows:

DBE/SBE CERTIFYING AGENCY: n/a PHONE #: _____

EXPIRATION DATE OF CURRENT DBE/SBE CERTIFICATION: _____, 20__

DBE/SBE BUSINESS NAME: _____

DBE/SBE PRINCIPAL BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE #: (_____) _____

DBE/SBE QUALIFYING OWNER: _____ TITLE: _____

LICENSES HELD BY DBE/SBE FIRM: _____

ISSUED BY: _____

SERVICES/WORK/PRODUCTS PROVIDED: _____

SIGNED AND DATED this_____ day of _____ , 20 __ .

_____ (Authorized Signature)

_____ (Print Name and Title)

CITY OF PRESCOTT
Prescott Regional Airport
Runway '12-30' Electrical Improvements
PRC Project No: 25602

ATTACHMENT D

Demonstration of Good Faith Efforts

(To be completed by the Prime Contractor – Submitted with Bid)

In compliance with bidding requirements, the undersigned hereby submits the following DBE companies were contacted in regard to performing work for the **PRC Runway '12-30' Electrical Improvements** project.

The bidder certifies that all names listed are eligible to perform work on public projects.

DBE/SBE NAME	DBE/SBE ADDRESS	AGE OF FIRM (YEARS)	WORK TO BE PERFORMED BY DBE/SBE	CERTIFIED DBE (Y OR N)	CERTIFIED SBE (Y OR N)
1. n/a					
2.					
3.					
4.					
5.					
6.					
7.					

DBE/SBE NAME	DBE/SBE ADDRESS	AGE OF FIRM (YEARS)	WORK TO BE PERFORMED BY DBE/SBE	CERTIFIED DBE (Y OR N)	CERTIFIED SBE (Y OR N)
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					

Ann B Fogerty — Name (Type or Print)

President — Title of Signer (Type or Print)

Ann B Fogerty — Signature

5-13-25 — Date

CITY OF PRESCOTT
Prescott Regional Airport
Runway '12-30' Electrical Improvements
PRC Project No: 25602

PREQUALIFICATION FORM

(In Lieu of ADOT Prequalification Letter)

Each bidder is required to furnish satisfactory evidence of competency to perform the work for the **PRC Runway '12-30' Electrical Improvements** project.

In Lieu of submitting the following data, the attached ADOT Prequalification Letter certifies that the bidder is prequalified with and is on the current "bidder's list" of the Arizona Department of Transportation.

ADOT Letter attached? YES _____ NO X

If no prequalification letter is available or if it does not qualify for the full amount of the bid, this form must be completed and submitted with the bid.

To: City of Prescott
Attention: Finance Contracts
201 N Montezuma Street
Prescott, Arizona 86301

Name of Bidder: Rural Electric, Inc

Corporation Y Partnership ___ Joint Venture ___ Individual ___ Other ___

Date of Incorporation or Organization 1-29-79 State AZ

A. Principal's names and titles (President, Vice President, Secretary, Treasurer, Partner. etc)

Ann B. Fogerty President
Brett R. Bieberdorf Sec/Treas

B. List Contractor Licensing information for the State of Arizona:

Type	License #	Description
A Gen	0753467	
C-11	074573	

C. List contract work categories normally performed by bidder's own forces:

Electrical, underground, backfill,

D. Name of Bonding Company: Bonding + Insurance Solutions

Surety & Agent: Hartford Casualty - Rodney Paddock

Address: 108 SE Eastridge St, Lee's Summit MO 64063

Phone: 816 944 2233 Fax: _____

E. Bank Reference:

Banker: Justin Bretag Phone: 602 361 7027

Bank: Arizona Bank + Trust

Address: 2036 E Camelback Rd, Phoenix AZ 85016

F. Trade References:

1. Contact: Shaugne Ahart Phone: 602 4315955
   Company: Crescent Electric Supply
   Address: 3575 S. 28th St, Ste 150 Phoenix AZ 85040
2. Contact: Dallace Ence Phone: 602 431 2111
   Company: Ames Construction
   Address: 8333 E Harvard Ave Scottsdale AZ 85255
3. Contact: Ever Phone: 602 374 3173
   Company: R Directional Drilling
   Address: 8560 N. 77th Dr. Peoria AZ 85345

G. Within the last 5 years has your organization: (if yes attach explanation and details)

- failed to complete a construction contract or subcontract?
  Yes _____ No Y
- filed a lawsuit or requested arbitration to settle a construction contract?
  Yes _____ No Y
- had judgment, claim, lien, arbitration, or suit against it that is still outstanding?
  Yes _____ No Y
- had an officer or principal that has failed to complete a construction contract?
  Yes _____ No Y

H. Attach separate sheets containing the following information:

1. The latest certified audited financial statement of the organization financially responsible for the contract including balance sheet, income statement, current assets, fixed assets, current liabilities, other liabilities and statement preparer's name and address. If an audited statement is not provided, an explanation is required. We only do reviewed statements - attached
2. The major construction projects the organization has performed in the last 3 years. List the project name, location, owner, engineer, contract administrator or inspector, contract amount, percent completion, date of completion, percent of cost done with your forces.
3. Resumes of the key individuals that will be responsible for this contract.
4. Major equipment owned by the organization.

The undersigned bidder certifies that the information provided herein is true and not misleading.

By: Ann B Fogerty (Print or Type)

Title: President

Signature: Ann B Fogerty

Witness: Jeff Tanzer (Print or Type)

Signature: _____

Address: 9502 E Main St
Mesa AZ 85207

Note: Provision of the above information in other formats may be used in lieu of this form.

CITY OF PRESCOTT
Prescott Regional Airport
Runway '12-30' Electrical Improvements
PRC Project No: 25602

CONTRACTOR QUESTIONNAIRE

The contractor is required to complete the following questionnaire.

Yes	No		
☐	☑	1.	Has the City of Prescott or other governmental entity incurred costs as a result of contested change order(s) from the undersigned company?
☐	☑	2.	Has the City of Prescott or other governmental entity been involved in litigation relative to contract performance with the undersigned company?
☐	☑	3.	Has the undersigned company failed to meet bid specifications or time limits on other contracts?
☐	☑	4.	Has the undersigned company abandoned a contract or refused to perform without legal cause after submitting a bid?
☐	☑	5.	Has the undersigned company had bidding errors or omissions in two or more bid submissions within a thirty-six-month period?
☐	☑	6.	Has the undersigned company failed to perform or performed unsatisfactory of two or more contracts within a thirty-six-month period?
☑	☐	7.	Does the undersigned company have adequate equipment, personnel and expertise to complete the proposed contract?
☐	☑	8.	Does the undersigned company have a record of safety violations in two or more contracts within a thirty-six-month period?
☐	☑	9.	Does the undersigned have a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such a contract or subcontract within a ten-year period?
☐	☑	10.	Has the undersigned company been convicted of a criminal offense within a ten-year period of embezzlement, theft, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which might affect responsibility as a municipal contractor?

☐ ☒ 11. Has the undersigned company been convicted of state or federal antitrust statutes within a ten-year period arising out of submission of bids or proposals?

☐ ☒ 12. Has the undersigned company been disbarred or a similar proceeding by another governmental entity?

If you answered "yes" to Items 1-6 or 8-12 or answered "no" to Item 7, please attach a full explanation to this questionnaire.

Company: RURAL ELECTRIC INC.

Address: 9502 E MAIN ST MESA, AZ 85207

Ann B Fogerty
Name (Type or Print)

Ann B Fogerty
Signature

President
Title (Type or Print)

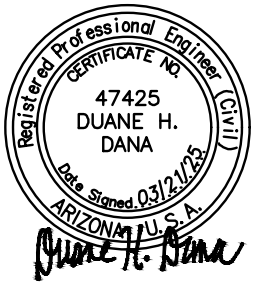
5-13-25
Date

Prescott Regional Airport
Ernest A. Love Field (PRC)

Runway ’12-30’ Electrical Improvements

PRC Project No: 25602
Dibble Project No: 1023143.15
FAA Grant No. 3-04-0030-059-2025

Final Project Specifications



CITY OF PRESCOTT
ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

DIBBLE

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TABLE OF CONTENTS

DESCRIPTION **PAGE**

BIDDER INFORMATION

REFER TO CITY OF PRESCOTT CONTRACT DOCUMENTS

DIVISION I

City of Prescott Bidding Requirements and Agreement Documents

REFER TO CITY OF PRESCOTT CONTRACT DOCUMENTS

DIVISION II

Federal Contract Provisions

Table of Contents ..... FCP-i

DIVISION III

General Technical Provisions

Table of Contents ..... GTP-i
General Technical Provisions GTP-1

DIVISION IV

Civil Technical Specifications

Table of Contents ..... TOC-i
C-105 Mobilization C-105-1
P-152 Excavation, Subgrade, and Embankment P-152-1
P-153 Controlled Low-Strength Material (CLSM) P-153-1
P-610 Concrete for Miscellaneous Structures P-610-1

Electrical Technical Specifications

Table of Contents ..... TOC-i
L-100 Electrical General Requirements L-100-1
L-108 Underground Power Cable for Airports L-108-1
L-110 Airport Underground Electrical Duct Banks and Conduits L-110-1
L-115 Electrical Manholes and Junction Structures L-115-1
L-125 Installation of Airport Lighting Systems L-125-1

DIVISION II

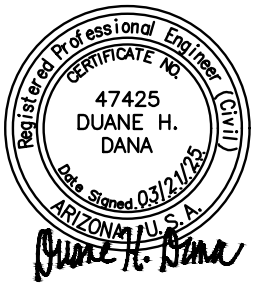
FEDERAL CONTRACT PROVISIONS

CITY OF PRESCOTT
Prescott Regional Airport
Runway '12-30' Electrical Improvements
City Project No: 25602
FAA Grant No: 3-04-0030-059-2025

TABLE OF CONTENTS

Item	Description	Page
A1	Access to Records and Reports	FCP-1
A2	Affirmative Action Requirement	FCP-1
A3	Breach of Contract Terms	FCP-2
A4	Buy American Preference	FCP-2
A5	Civil Rights - General	FCP-5
A6	Civil Rights – Title VI Assurance	FCP-5
A7	Clean Air and Water Pollution Control	FCP-8
A8	Contract Workhours and Safety Standards Act Requirements	FCP-8
A9	Copeland "Anti-Kickback" Act	FCP-9
A10	Davis-Bacon Requirements	FCP-9
A11	Debarment and Suspension	FCP-16
A12	Disadvantaged Business Enterprise	FCP-16
A13	Distracted Driving	FCP-18
A14	Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	FCP-18
A15	Drug Free Workplace Requirements	FCP-19
A16	Equal Employment Opportunity (EEO)	FCP-19
A17	Federal Fair Labor Standards Act (Federal Minimum Wage)	FCP-25
A18	Lobbying and Influencing Federal Employees	FCP-26
A19	Prohibition of Segregated Facilities	FCP-26

A20	Occupational Safety and Health Act of 1970	FCP-27
A21	Procurement of Recovered Materials	FCP-27
A22	Right to Inventions	FCP-28
A23	Seismic Safety	FCP-28
A24	Tax Delinquency and Felony Convictions	FCP-28
A25	Termination of Contract	FCP-29
A26	Trade Restriction Certification	FCP-30
A27	Veteran's Preference	FCP-31
A28	Domestic Preferences For Procurements	FCP-32
	Federal Wage Rates	36



A1 ACCESS TO RECORDS AND REPORTS

Access to Records and Reports

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity

1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 11.57%
Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order

and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4) As used in this notice and in the contract resulting from this solicitation, the "covered area" is the City of Prescott, Yavapai County, Arizona.

A3 BREACH OF CONTRACT TERMS

Breach of Contract Terms

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

FAA Buy American Preference

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (☐) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.

b) To faithfully comply with providing U.S. domestic products.

c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.

b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

d) To furnish U.S. domestic product for any waiver request that the FAA rejects.

e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) – The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire

b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;

c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

1) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;

2) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).

3) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

4) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) – Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A5 CIVIL RIGHTS - GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1) **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3) **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4) **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5) **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a) Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b) Cancelling, terminating, or suspending a contract, in whole or in part.

6) **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

Clean Air and Water Pollution Control

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Contract Workhours and Safety Standards Act Requirements

1) **Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of

this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3) **Withholding for Unpaid Wages and Liquidated Damages.** The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4) **Subcontractors.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND "ANTI-KICKBACK" ACT

Copeland "Anti-Kickback" Act

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

Davis-Bacon Requirements

1) **Minimum Wages.**

   i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not

less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

ii) **(A)** The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
2) The classification is utilized in the area by the construction industry; and
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the

Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) **Withholding.**

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) **Payrolls and Basic Records.**

i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the

wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii) **(A)** The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4) **Apprentices and Trainees.**

i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered

program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) **Trainees.** Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5) **Compliance with Copeland Act Requirements.**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6) **Subcontracts.**

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7) **Contract Termination: Debarment.**

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8) **Compliance with Davis-Bacon and Related Act Requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) **Disputes Concerning Labor Standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) **Certification of Eligibility.**

i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A11 DEBARMENT AND SUSPENSION

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1) Checking the System for Award Management at website: http://www.sam.gov.
2) Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

Bid Information submitted as a matter of responsibility:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Prescott to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The City of Prescott encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the City of Prescott. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Prescott. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the Solicitation (or an approved substitute DBE firm) without prior written consent of the City of Prescott. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the City of Prescott. Unless the City of Prescott's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The City of Prescott may provide such written consent only if the Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the City of Prescott its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the City of Prescott, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the City of Prescott and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City of Prescott should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City of Prescott may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A13 DISTRACTED DRIVING

Texting when Driving

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS

None. The Drug-Free Workplace Act of 1988 does not apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Standard Federal Equal Employment Opportunity Construction Contract Specifications

1) As used in these specifications:

   a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b) "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c) "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d) "Minority" includes:

1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2) Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3) If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

   c) Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

   d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

   e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n) Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p) Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

Prohibition of Segregated Facilities

a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

Procurement of Recovered Materials

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;

b) Fails to meet reasonable contract performance requirements; or

c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

None. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes experimental, developmental, or research work.

A23 SEISMIC SAFETY

None. There are no seismic safety requirements to be met in the project area.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (☐) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is (☐) is not (☐) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is (☐) is not (☐) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

Termination for Convenience (Construction & Equipment Contracts)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1) Contractor must immediately discontinue work as specified in the written notice.

2) Terminate all subcontracts to the extent they relate to the work terminated under the notice.

3) Discontinue orders for materials and services except as directed by the written notice.

4) Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.

5) Complete performance of the work not terminated by the notice.

6) Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1) Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

2) Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

3) Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

4) Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

Termination for Cause (Construction)

Section 80-09 of FAA Advisory Circular 150/5370-10H establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

A26 TRADE RESTRICTION CERTIFICATION

Trade Restriction Certification

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

Veteran's Preference

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

Certification Regarding Domestic Preferences for Procurements

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

END OF FEDERAL CONTRACT PROVISIONS

"General Decision Number: AZ20250049 01/03/2025

Superseded General Decision Number: AZ20240049

State: Arizona

Construction Type: Highway

County: Yavapai County in Arizona.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least $17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least $13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2025

CARP1912-002 07/01/2024

	Rates	Fringes
Carpenter	$ 35.89	14.98

ENGI0012-046 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bulldozer	$ 35.56	18.12

ENGI0012-051 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Paver/Spreader/Finish equipment (asphalt, aggregate, & concrete)	$ 35.56	18.12

ENGI0012-052 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Scraper	$ 35.56	18.12

ENGI0012-053 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Tractor	$ 35.56	18.12

ENGI0012-057 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Drill Rig/Auger	$ 36.64	18.12

ENGI0012-064 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 32.29	18.12

ENGI0012-066 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Backhoe/Backhoe & Loader Combo/Track Backhoe	$ 35.56	18.12

ENGI0012-067 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Compactor/Roller	$ 35.56	18.12

ENGI0012-069 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Loader/Front End Loader	$ 35.56	18.12

ENGI0012-070 12/01/2024

	Rates	Fringes
TRUCK DRIVER		
Off Road Truck	$ 35.56	18.12

ENGI0012-071 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Crane/Derrick	$ 36.64	18.12

ENGI0012-072 12/01/2024

	Rates	Fringes
Power Equipment Operator:		
Excavator/Trackhoe		
1/2 cubic yard or smaller	$ 35.56	18.12
Greater than 1/2 cubic yard	$ 36.64	18.12

ENGI0012-074 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Motor Grader/Blade	$ 36.64	18.12

ENGI0012-075 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Mechanic	$ 37.67	18.12

LABO1184-016 06/01/2024

	Rates	Fringes
Power Equipment Operator:		
Horizontal Directional Drill	$ 30.72	8.37

LABO1184-017 06/01/2024

	Rates	Fringes
Laborer: Fence Erector	$ 26.15	8.37

LABO1184-018 06/01/2024

	Rates	Fringes
Laborer: Grade Setter	$ 26.15	8.37

LABO1184-021 06/01/2024

	Rates	Fringes
Traffic Control	$ 26.15	8.37

LABO1184-025 06/01/2024

	Rates	Fringes
Laborer: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 28.65	8.37

LABO1184-033 06/01/2024

	Rates	Fringes
Power Equipment Operator: Trencher	$ 29.62	8.37

LABO1184-039 06/01/2024

	Rates	Fringes
Laborer: General	$ 26.15	8.37

LABO1184-041 06/01/2024

	Rates	Fringes
Laborer: Mason Tender	$ 26.15	8.37

LABO1184-044 06/01/2024

	Rates	Fringes
Power Equipment Operator: Forklift	$ 29.62	8.37

LABO1184-047 06/01/2024

	Rates	Fringes
Truck Driver: Concrete	$ 29.62	8.37

LABO1184-048 06/01/2024

	Rates	Fringes
Truck Driver: Dump	$ 29.62	8.37

LABO1184-049 06/01/2024

	Rates	Fringes
Truck Driver: Water	$ 29.62	8.37

SUAZ2023-026 11/19/2024

	Rates	Fringes
Cement Mason/Concrete finisher	$ 30.09	0.00

Electrician.	$ 29.00	7.58
Ironworker.	$ 33.15	18.57
Laborer: Concrete Saw (Hand Held/Walk Behind).	$ 25.22	5.08
Laborer: Landscape Laborer.	$ 18.03	0.00
Laborer: Pipelayer.	$ 25.85	7.09
Painter: Pavement Marking.	$ 24.60	6.34
Painter: Sign and Display Erector.	$ 18.03	0.00
Power Equipment Operator: Boom/Crane Truck.	$ 43.11	10.87
Power Equipment Operator: Broom/Sweeper.	$ 26.47	7.26
Power Equipment Operator: Concrete Pump Truck.	$ 43.11	10.87
Power Equipment Operator: Concrete Screed.	$ 25.70	7.15
Power Equipment Operator: Field Equipment Serviceperson.	$ 35.39	11.50
Power Equipment Operator: Grade Checker.	$ 29.74	13.07
Power Equipment Operator: Milling Machine.	$ 30.09	6.45
Power Equipment Operator: Oiler.	$ 31.56	10.69
Truck Driver: Oil Distributor.	$ 29.75	8.04
Truck Driver: Sweeper.	$ 20.24	5.48

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic

violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

DIVISION III

GENERAL TECHNICAL PROVISIONS

TABLE OF CONTENTS

Item	Description	Page
50	**General Specifications**	
50.01	Utilities and Existing Facilities	GTP-1
60	**Airfield Barricading, Safety and Security**	
60.01	Airport Security Requirements	GTP-5
60.02	Airport Safety Requirements	GTP-9
60.03	Schedule Of Fines	GTP-16
60.04	Traffic Control, Barricading, and Cleanup	GTP-17

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Item 50 General Specifications

50.01 Utilities and Existing Facilities

This item shall govern the field location of all underground existing utilities in areas to be improved, to avoid conflicts with proposed surface or underground improvement. Work under this section shall include, but not be limited to, the location of all underground facilities. Underground facilities means any item that is buried or placed below ground for use in connection with the storage or conveyance of water, sewage, electronic, telephone or telegraphic communications, electric energy, oil, gas or other substances, and shall include, but not be limited to pipes, sewers, conduits, cables, valves, lines, wires, manholes, attachments and those portions of poles and their attachments below ground, including electrical and communication ducts, airfield lighting and control cables, fiber optic lines, storm drains, electrical and telephone lines. The Contractor shall employ a private utility location service to locate the existing Owner and non-Owner utilities prior to starting the work. The Contractor shall pot hole and use prudent care when excavating and locating said utilities.

The Contractor shall comply with the State requirements regarding excavation and underground utilities per A.R.S., Chapter 2, Article 6.3; and other pertinent Sections of the Blue Stake Law. The Airport is not a member, but has distribution systems for gas, electrical, water, and sewer on the site. The Contractor shall be responsible for locating all Owner and non-Owner utilities.

The Contractor's attention is directed to the following Arizona Revised Statutes:

a. ARS 40-360.22. Excavations, determining location of underground facilities; providing information. This statute requires that no person shall begin excavation before the location and marking are complete or the excavator is notified that marking is unnecessary and requires that upon notification, the Owner of the facility shall respond as promptly as practical, but in no event later than two (2) working days. This section is not applicable to an excavation made during an emergency that involves danger to life, health or property if reasonable precautions are taken to protect underground facilities.

b. ARS 40-360.23. Making excavations in careful, prudent manner; liability for negligence. This statute states that obtaining information as required does not excuse any person making any excavation from doing so in a careful and prudent manner, nor shall it excuse such persons from liability for any damage or injury resulting from his negligence.

c. ARS 40-360.28. Civil penalty; liability. If the Owner or operator fails to locate, or incorrectly locates the underground facility, pursuant to this article, the Owner or operator becomes liable for resulting damages, costs and expenses to the injured party.

50.01.01 Existing Utilities

The Contractor is hereby advised that the location of all utilities, as shown on the Plans, may not be complete nor exact and the Contractor shall verify the exact location of the utilities. The Contractor shall be responsible for any damage done to public or private property and shall be repaired at the Contractor's expense.

Location of any underground telephone lines may be field verified by calling the Blue Stake Center telephone number 263-1100 or 1-800-STAKE-IT (Outside Yavapai County) or create a ticket online using E-Stake at:

https://exactix.arizona811.com/.

The Contractor is required by Blue Stake Center to call at least two (2) working days before digging. The Contractor shall locate all utilities that Blue Stake will not locate.

The Contractor is to protect all existing facilities during construction The Contractor shall notify the appropriate Utility Company or agency of any construction that may affect their facilities.

Measurement for "Location of Underground Utilities" shall be by the lump sum for subcontractors (i.e., Utility Designation/Potholing contractor) to complete utility locating in the project area.

Payment for location of underground utilities, measured as prescribed above, shall be paid based on the cost of completed work. Such payment shall be full compensation for furnishing all labor, equipment tools and materials and for all designation, preparation, excavation, backfilling and placing of materials; and for all incidentals necessary. Payment for the cost of each utility location will not be made until survey data has been submitted and approved by the Engineer.

Payment shall be made under:

Item GTP-50.01.1 Location of Underground Utilities – per Lump Sum

50.01.02 Water for Construction Purposes

The Contractor at their expense shall provide all water required for and in connection with the work to be performed. The Contractor shall remove all temporarily installed waterlines, after completion of the work, if directed to do so by the City of Prescott or the Engineer.

It is the Contractor's responsibility to identify the water source, its compatibility, storage, and costs for all water requirements for this project. The Contractor must submit a water source and its intended use to the City of Prescott and the Engineer for approval. No direct payment will be made for construction water. The cost thereof shall be included in other items for which direct payment is made.

50.01.03 Electrical Power

All power for lighting, operation of Contractor's plant or equipment, or for any other use as may be required in the execution of the work to be performed under the provision of these Contract Documents shall be provided by the Contractor at their expense. The Contractor shall remove all temporarily-installed electrical facilities, after completion of the work, if ordered to do so by the City of Prescott or the Engineer.

50.01.04 Internet Service

The Contractor shall make all necessary arrangements with the telephone utility for high-speed internet accessible through multiple ethernet connections in the site office and additional Wi-Fi in a designated parking area, and shall pay all monthly charges. All contractors and others performing work or furnishing services at the site shall be permitted to use the Contractor's internet service without charge for all business pertaining to the work.

50.01.05 Sanitary Facilities

Contractor shall furnish temporary sanitary facilities at the site, as provided herein, at their own expense, for the needs of all construction workers and other performing work or furnishing services on the Project. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

END SECTION 50

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Item 60 Airfield Barricading, Safety and Security

60.01 Airport Security Requirements

The airport is operated in strict compliance with Transportation Security Administration (TSA) and Federal Aviation Regulations (FAR), which prohibit unauthorized persons or vehicles in the Air Operations Area (AOA). Equipment and workmen will be restricted to the work area defined on the plans. Any violation by Contractor's personnel or subcontractors will subject the Contractor to penalties imposed by the TSA, FAA or PRC.

The Contractor will assume all fines against the Airport assessed to them by the FAA and/or Transportation Security Administration for the Contractor's security violations. Typical fines are ten thousand dollars ($10,000.00) or more per incident.

The Contractor shall be responsible for the protection of the construction site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. Security measures shall include such additional security fencing, barricades, lighting, and other measures as the Contractor may deem necessary to protect the site.

The Contractor's responsibilities for work areas are as follows:

1. The Contractor shall be held responsible for controlling his employees, subcontractors, and their employees with regard to traffic movement.

2. The Contractor shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the work occasioned by his use of these facilities before completion and acceptance of his work.

3. The Contractor shall submit to the Engineer in writing a detailed work plan for each construction phase. The work plan shall include, but not be limited to, temporary electrical facilities and paving/seal sequence. This plan shall be submitted 14 calendar days prior to the start of each construction phase. No work within the construction phase may commence until the phase work plan is approved.

4. The Contractor shall submit to the Engineer in writing a plan, by construction phase, for controlling construction equipment and vehicular movements in the Air Operations Area (AOA). This plan shall be submitted at the Pre-Construction Conference. No work may commence until this plan is approved. The Plan must include material haul roads.

5. Any time construction occurs within airport property, the Contractor shall be responsible for assuring that no breaches of airport property occur through his respective construction access gate. Restricted areas are fenced and must remain fenced at all times. The gates will remain closed and locked or a guard will be provided at the Contractor's expense. The Contractor will furnish the guard with a roster of his personnel and ensure that each individual has adequate identification. The duplicate keys for each lock will be turned over to the airport.

6. Airport Badges: The Contractor is made aware that the background checks and the badging process may take up to a total of 45 Calendar Days, and the Contractor shall account for this in his overall construction schedule.

a. Airport Access Badges – All Contractor and/or subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display a PRC airport security badge. The Contractor shall submit a Security Badge Application form to the PRC security office for each employee requiring unescorted access, along with the current fee for each badge. Fees for badges and permits will be applied in accordance with Schedule of Administrative Fees below. The fee must be paid for with cash or check. The Security Badge Application form and instructions are available at the Airport.

A Company Principal of the Contractor must obtain and submit a "Company Security Media Authorization" form, which is to be submitted to the PRC Badging Office. The Company Security Media Authorization will identify those individuals employed by the Contractor who are authorized to approve and sign a Security Badge Application for other employees of the Contractor. The Company Security Media Authorization form and instructions are available at the Airport.

Schedule of Administrative Fees		
Line Description of Fees	**Fee**	**Frequency**
Fingerprinting	$110	Per Time, Non-Refundable
Personnel Driver Training Permit/Badging Fee	$30	Per Badge, Non-Refundable
Lost Permit/Badge Replacement	$75	Per Badge (If lost badge not returned w/in 30 days)
Vehicle Permit	$5	Per Vehicle
1st Lost Vehicle Permit Replacement	$5	Per Permit (If lost permit not returned w/in 30 days)
2nd Lost Vehicle Permit Replacement	$25	
3rd Lost Vehicle Permit Replacement	$50	
Temporary Activity Permit	$25	Per Permit

1. All Contractor and subcontractor personnel that are to be issued an Airport Identification Badge are required to attend and successfully complete a training class before being issued an identification badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take 2 hours per person.

The types of training required will be determined by the scope and location of the work involved. All personnel that will receive Airport badges shall attend the security training. Additionally, personnel operating vehicles or equipment within the Restricted Area of the airport will attend Airport Driver training, all personnel working near active movement areas will attend the Operational Safety on Airports training and any personnel acting as a Gate Guard/Crossing Guard will attend the Gate Guard/Crossing Guard training.

2. The Contractor should allow thirty (30) business days lead time for employee badges to be issued.

3. The Contractor shall immediately notify Airport Operations/Badging Office of any Contractor personnel whose employment status has changed.

4. The Contractor shall be responsible for retrieving all security badges and keys and returning them to the Badging Office. A fee will be charged for each badge that is damaged, lost or not returned.

5. The PRC Badging Office will require the following from each badge applicant before a security badge is issued:

   Security Badge Application – All employees are required to complete a security badge application form. The security badge application is available at the Airport.

   Contractor-Provided Escorts – The job superintendent and assistant superintendent will be responsible for escorting their non-badged employees, visitors, vendors, subcontractors and material suppliers while on the job site, assuring that no breaches of the Airport security program occur.

   Company Security Media Authorization – A Principal of the Contractor is required to complete and submit to the PRC Badging Office this form, which identifies authorized signatories for the Contractor.

   For current badging hours or any other questions pertaining to badging, please contact the PRC Airport Badging Office.

   Airport security badges are issued by PRC Airport Operations and will be required when working within the Restricted Area. It is recommended that Superintendents, Foremen, Supervisors, or Leads be issued an airport security badge and then provide the required escort for their work crew.

   - Airport ID badges issued by the Airport are property of the Airport and must be surrendered upon the request of any Airport personnel.
   - No person shall loan or provide airport ID badges to anyone other than to whom the badge was issued.
   - Airport ID badges must be properly displayed on the outermost garment, above the waist, at all times while within the Restricted Area.

- Airport ID badges shall not be mutilated or altered from its original form in any way, nor shall any such media be reproduced or copied in such a manner as to degrade the security of the ID system.
- Airport ID badges are non-transferable.
- Damaged badges are subject to a replacement fee.
- Contractors are required to wear the armband that accompanies the badge.
- The Contractor shall be assessed a fee for each lost/unreturned badge.
- The Contractor must immediately report to the Badging Office any lost badge or any employee who quits or is terminated, and the employee's badge must be returned to PRC.
- All equipment operators shall be badged.
- Equipment operators cannot escort others onto the airfield while operating equipment.

b. Access Control – Any time access is required within the Restricted Areas, the Contractor shall be responsible for assuring that no breaches of airport security occur. Restricted areas are fenced and must remain fenced at all times. The gates will remain closed and locked or a guard will be provided at the Contractor's expense. The Contractor will furnish the guard with a roster of his personnel and ensure that each individual has adequate identification. The duplicate keys for each lock will be turned over to the airport authorities.

- No person shall enter the Contractor's worksite without authorization. Any person found within the worksite without proper identification as described herein shall be considered unauthorized and shall be removed from the worksite.
- All persons authorized access to the worksite shall display a valid Airport ID badge issued by PRC or be under authorized escort.
- Persons authorized to provide escorts include PRC staff and designated Contractor supervisors. The number of personnel being escorted shall not exceed ten (10) non-badged personnel; this includes vendors, subcontractors, visitors and part-time workers. Failure to provide an escort can result in loss of escort privileges, fines, revocation of the security badge, or all three.

c. Badge Challenge Procedures – All personnel are responsible for challenging and reporting anyone in their work areas not displaying an Airport ID badge. Personnel shall contact Airport Operations and/or Prescott Police Department and detain person(s) if safe to do so.

60.02 Airport Safety Requirements

a. Operating Construction Vehicles on the Airport

No vehicle shall enter the contractor worksite unless the following conditions are met:

- The driver is authorized to access the worksite.
- The driver possesses a valid driver's license.
- The vehicle is properly marked with the company name.
- Vehicle is marked with lighted beacon or checkered flag or under escort.
- Transient haul truck drivers are to be escorted on and off the airport.

Vehicle Equipment – Daytime Operations:

All Contractor vehicles and equipment operating in the AOA during daylight hours must be equipped with either a 3-foot by 3-foot international orange and white checker patterned flag mounted on a staff and secured to the vehicle in such a location as to be visible from all directions or a flashing amber beacon, light bar or similar warning light device mounted on the vehicle in such a location as to be visible from any direction.

Vehicle Equipment – Escort Operations:

Contractor vehicles may be used to escort a maximum of three (3) other vehicles onto AOA, (only for a short period of time). The vehicle providing the escort must lead and is responsible for the trailing vehicle(s).

When any vehicle other than those routinely used on the runways, taxiways and aprons is required to travel over any portion of aircraft movement areas, it shall be escorted by a vehicle properly identified to operate in the area or be provided with a flag on a staff so attached to the vehicle so that the flag will be readily visible.

A flag or escort vehicle is not required for vehicles that have been painted, marked, and lighted for routine use on aircraft movement areas. Any vehicle operation on the movement area during the hours of darkness shall be equipped with a flashing amber dome-type beacon.

Vehicular traffic crossing active movement areas must be controlled by two-way radio in communication with the control tower and by escort or flagman. The clearance shall be confirmed by the driver's personal observation that no aircraft is approaching his position.

Aircraft have the right-of-way at all times.

b. Airfield Radios

The Contractor shall be responsible for obtaining and maintaining ICOM ICA24/A6 VHF Air Band Transceiver radios, or approved equal, for his crews for use during construction and will not be permitted to borrow radios from the airport for use during construction. At a minimum, the Contractor shall provide radios for the Project Superintendent, all personnel required to control construction traffic across active runways, taxiways, and parking aprons; and operators on controlled surfaces, (i.e. sweeper operators, escort vehicles, or others who have need to operate/transit outside of the restricted construction areas). All costs associated with acquiring and

maintaining the approved radios shall be considered incidental to GTP-60.04.1 bid item and no separate payments will be made.

c. Prohibited Vehicles

The use of motorcycles, bicycles, two-wheeled motor scooters and privately-owned vehicles within the worksite is strictly prohibited.

d. Vehicle Condition

Vehicles must be in good mechanical condition with operational lights, horn, brakes, and clear visibility from the driver's seat. Trailers and semi-trailers must be equipped with proper brakes so that when disengaged from a towing vehicle, neither aircraft engine blast nor wind will cause them to become free rolling.

e. Compliance

All traffic within the Airport Restricted Area and/or contractor worksite must comply with any lawful order, signal or direction of any Airport employee. When such traffic is controlled by signs or pavement markings, such symbols shall be obeyed, unless otherwise directed by an officer or agent of the Airport.

f. Night or Low Visibility Operations

All vehicle headlights, taillights, and running or clearance lights shall be in operational condition. Headlights shall be used at all times.

g. Construction Vehicle and Equipment Markings

All construction equipment and vehicles shall have flashing amber beacons mounted at the highest point during the nighttime, and a 3' x 3' orange and white checkered flag or a flashing amber beacon during the daytime. All vehicles and equipment on the construction site shall have company designations visibly displayed. No personal vehicles will be allowed in the work area. All construction vehicles and equipment must have the company name and/or logo and vehicle number at least four (4) inches in height on each side of the vehicle.

h. Operation of Vehicles within the Airport Restricted Area

No vehicle shall operate within the Airport Restricted Area:

- In a careless or negligent manner.
- With disregard of the rights and safety of others.
- At a speed or in a way which endangers persons or property.
- While the driver is under the influence of drugs or alcohol.
- If such vehicle is loaded or maintained as to endanger persons or property.

i. Speed Limits

The speed limit on perimeter roads is 15 miles per hour. The speed limit on the haul routes is 15 miles per hour.

j. Vehicle Accidents

Each operator of a motor vehicle involved in an accident on the airport that results in damage to property or personal injury shall first contact 9-1-1 and then report it fully to Airport Operations as soon as possible after the accident. The report must include the name and address of the person reporting. Copies of reports taken by City of Prescott are acceptable for incidents that occur in the public areas of the airport.

k. Hearing Protection

Contractor personnel working on or adjacent to the AOA are encouraged to wear hearing protection.

l. Worker Injuries

In the event of a serious injury requiring medical attention, call 9-1-1 and notify the operator you are at the Prescott Regional Airport. All injuries must also be reported to Airport Operations as soon as possible.

m. After Hours Contacts

The Contractor shall submit to the Engineer a list of personnel who can be contacted 24 hours a day, seven (7) days a week and can respond in a reasonable time frame regarding any possible emergency on the work site. The list must include names, job titles and phone numbers.

n. Daily Site Inspections

Prior to the Contractor leaving the worksite for the day, an inspection of the site shall be completed. All discrepancies noted in the inspection must be corrected to the satisfaction of the Engineer prior to the Contractor leaving the worksite.

o. Deliveries

All deliveries for the Contractor shall be received by the Contractor. Deliveries will not be accepted by anyone other than the Contractor. PRC and its authorized representatives will not accept or be responsible for deliveries.

p. Runway and Taxiway Closures

Taxiway and runway closures require a minimum of:

- Prior notification and coordination in accordance with the Contract Documents.
- Closure requests shall factor in time for unanticipated events such as weather and equipment malfunction.
- Movement area closure schedules must be met. The Contractor shall advise the Engineer immediately of any need to extend a closure.
- Failure to meet a closure schedule may result in fines.
- Barricade lights must be red in color and either steady burn or flashing.
- Strict adherence and coordination with the phasing plans found within the Construction Plans.
- Lighted X's provided by the Contractor must be placed on the Runway Identification Markings. The Contractor is fully responsible to maintain, day and night, all Lighted X's including the lights and fuel.

q. Haul Routes

The Contractor and his personnel and all over vehicles shall remain on the designated haul routes as approved by the Airport of Engineer. The Contractor must follow the haul route provided on the Approved Plans, or as directed by the Airport and/or Resident Engineer. The Contractor shall keep all work areas clean of debris and shall be fully liable for any damages that occur to an aircraft caused by construction debris. The Contractor shall be responsible to restore any damages to any pavement used as haul routes incurred during construction to the original state at no additional cost to the owner. All cost associated with the restoration of the haul routes shall be considered incidental to other appropriate bid items and no separate payments will be made.

- A portion of the haul route is in the City of Prescott Public Right-of-Way and Contractor shall abide by City of Prescott Traffic regulations. Contractor shall maintain access in the vicinity of the haul routes to provide access to the parking lot and PRC vehicles.
- Placards will be issued to transient haul trucks (i.e. concrete) upon entry into the Restricted Area by the gate guard.

r. Cranes or Mobilized Equipment

All activities involving cranes or mobilized vehicles exceeding 20 feet in height on or near the AOA require 48-hour advance coordination with Airport Operations. The following information is required:

- Location of equipment
- Maximum extendable height
- Duration of use
- Daily hours of operation
- Whether or not the crane can be lowered when not in use

Equipment must be lowered to its stowed height when not in use or as otherwise directed. The highest point of each piece of equipment shall be marked by a 3' x 3' orange and white checkered flag. At night and during periods of low visibility, the highest point of the crane must be marked by a red obstruction light. Crews must be prepared to remove equipment promptly if so directed.

s. Runway Safety Areas

Construction within the following areas is prohibited, unless required by the Contract Documents and is subject to approval of the Engineer.

- Within 250 feet parallel to an active runway centerline
- Within 1,000 feet of the end of an active runway

t. Staging & Storage Area

All contractor materials, equipment and supplies shall be within the contractor's designated staging and storage area. All staging and storage areas shall be marked, debris boxes covered and area kept neat and clean of debris.

For equipment that must remain in the work area, the following conditions must be met:

- Be located outside of the runway/taxiway safety and obstruction free areas.
- Be marked with lighted barricades around the equipment perimeter with a spacing of no more than 10 feet.
- Be coordinated at least 48 hours in advance with the Engineer.
- The highest point of the equipment marked and lit with a red flashing/steady burning omni-directional obstruction light.

u. Barricades & Lighting

All construction areas shall be delineated with low-profile barricades that meet FAA standards to prevent intrusion by taxiing aircraft, vehicles, or pedestrians, (FAA AC 150/5370-2G). Low level barricades shall be orange in color with white reflective tape on both sides of the barricade and shall be a minimum of six (6) feet in length and a maximum of ten (10) inches in height, (not including required flagging or lights).

All barricades must be equipped with RED omni-directional lights, either flashing or steady burning, to provide additional visual warning whether during normal daytime and nighttime operations or during periods of reduced visibility due to weather conditions. Lights may be either battery-powered or solar powered; however, the intensity of the lights must be sufficient to adequately and without ambiguity delineate the construction areas. The Contractor is responsible to maintain all barricade lights in working conditions to the approval of Prescott Regional Airport.

Barricades should include orange or alternating orange and white checkered flags at least 20 inches by 20 inches square and securely fastened to eliminate jet engine ingestion. The barricades shall be installed so that they are always in the extended position and properly oriented. Maximum spacing between barricades shall be eight (8) feet, or as shown on the approved plans, or as directed by Prescott Regional Airport.

The use of frangible hazard markings, such as concrete barriers, railroad ties and/or metal-drum-type barricades is prohibited. For certain non-movement areas, the City may consider the use of Type II or other similar barricades with prior approval.

1. Non-Movement Areas

In addition to the general barricade requirements above, for projects that may impact airport business and facilities, it will be necessary to coordinate ingress and egress routes with the City. The Contractor shall coordinate and make provisions, including barricading, to accommodate aircraft movements to and from existing businesses and facilities within the construction area.

2. Movement Areas

In addition to the general barricade requirements above, all barricades, temporary markers, and other objects placed and left in safety areas associated with any runway, taxiway, or taxilane must be as low as possible to the ground; of low mass; easily collapsible upon contact with an aircraft or any of its components; and weighted to prevent displacement from prop wash, jet blast, rotor wash, or surface wind.

Special Requirements:

1. The Contractor shall be allowed to have a maximum of five (5) red flashing lights out of service at a single time. The Contractor shall be fined $250 each night that six (6) or more barricade lights are out of service. All fines shall be paid directly to Prescott Regional Airport.

2. The Contractor shall coordinate his construction so that taxiways and runways are open to traffic during weekends to the greatest extent possible consistent with FAA Safety Standards and Prescott Regional Airport operational requirements.

3. The Contractor shall employ a "designated" person who will be responsible for ensuring that all barricades, signs, barricade lights, and any other traffic control devices are established and maintained in strict compliance with the contract requirements. The designated person shall:

   a. Inspect all barricading and traffic control devices on a regular, recurring basis to ensure functionality and compliance with FAA standards.

   b. Ensure that existing airport signage and lighting does not conflict or create any confusion with the barricades and traffic control devises and shall immediately bring any conflicting conditions to the attention of the City Inspector.

   c. Be available 24 hours a day to maintain all barricades including lights and flags used to delineate construction and hazardous areas in fully operational condition.

   d. Ensure that flagmen, when employed, are sufficiently trained to operate safely on the airport.

v. Trenches and Excavations

Contractors shall close trenches located within active safety areas at the end of each workday. No open trenches or excavations will be allowed within the following active safety areas without prior coordination and approval with the Engineer:

- Within 250 feet parallel to a runway centerline (trenches/excavations within 500 feet of a runway centerline require a runway closure which is subject to strict controls).
- Within a taxiway object free area.
- Within 1000 feet of the end of a runway.
- Open trenches not to exceed 500 feet in length at any one time.
- Spoils from excavations are to be placed on the runway/taxiway side that is closest to the trench.
- Spoils length not to exceed 500 feet in length at any one time.
- Spoil height is not to exceed 4 feet or any height that would cause a visual obstruction.
- Spoils not returned to the trench or removed from the worksite are to be properly marked with lighted barricades with a spacing of no more than 8' or that to properly delineate the trench.

w. Stockpiled Material

Stockpiled materials are allowed only within the Contractor's designated staging & storage areas.

- Remove daily all stockpiled material from within aircraft movement areas, unless otherwise directed by the Engineer.
- No excavated or stored materials may remain within active runway or taxiway safety areas and object free zones.
- Stockpiled material may be located within the Air Operations Area only upon prior coordination and approval of the Engineer.

x. Haul Trucks

Transient haul truck drivers are not required to obtain an Airport ID badge but are required to check in with the Contractor security guard. The driver shall be issued an orange/white checkered flag to be mounted on the highest point of the truck; and shall be returned to the security guard upon check out. Advise the driver to remain on the marked haul route and follow the appropriate signs to the intended work area. At no time shall a driver unfamiliar with the worksite be allowed to deviate from the marked haul route.

y. Weapons

No person, except a peace officer, authorized air carrier employee, airport employee or a member of an armed force of the United States on official duty, shall carry any weapon, explosive, or inflammable material on or about his person, openly or concealed, on airport property. No person shall furnish, give, sell, or trade a weapon on airport property. A weapon includes all those listed in Section 13-3101, Arizona Revised Statutes.

z. Security Guard Responsibilities

- Use primary radio or back-up telephone equipment to notify Airport Operations and the Contractor Foreman of any security violation or threat to airport safety. Report any failure of radio or back-up equipment immediately.
- Assure that all authorized Contractor employees or suppliers use designated haul route and staging areas.
- Monitor the Property access gate at all times and NEVER leave a gate open, unsecured or unattended.

aa. Contractor Responsibilities

- The Contractor must maintain and provide to the Engineer a log detailing the contract number, the airfield access point used, and all authorized and anticipated subcontractors and suppliers that will be requiring entry.
- The Contractor must furnish guards with a sufficient number of flags for transient vehicles such as concrete or asphalt trucks entering the Property.
- The Contractor must furnish guards a means of securing the access point should the guard have to leave the area in an emergency.

60.03 Schedule Of Fines

Due to both the safety and security precautions necessary at PRC and the impact to airport users, failure of the Contractor to adhere to the prescribed requirements/regulations has consequences that may jeopardize the health, welfare and lives of the customers and employees at PRC, as well as the Contractor's own employees. Therefore, if the Contractor is found to be in non-compliance with the security, airfield badging/licensing and airfield safety requirements by either the Owner's personnel or the Engineer or his representatives, the Owner may issue a Notice of Violation (NOV). The Contractor may appeal the NOV; however, appeals must be made in writing, and within four (4) calendar days of the offending incident, to the PRC Project Representative. The appeal shall state, in sufficient detail, why the NOV/circumstance is unwarranted. A final and binding decision on the appeal will be made by Airport Operations within ten (10) working days of receipt of the appeal, and the Contractor will then be notified of this decision in writing. No further appeals to the specific NOV will be considered/accepted. Subsequent fines and/or requirements, if any, will be applied in accordance with the Schedule of Fines listed below and the applicable amount will be withheld from the Contractor's monthly payment application following the date of the violation. The Prime Contractor shall be held financially responsible for all NOV's issued to their subcontractors, lower tier subcontractors, or material suppliers associated with this Contract.

Schedule of Fines	
Description of Fines	**Per Person Per Occurrence**
Runway or Taxiway Safety Area Incursion	$1,000
Taxiway Incursion	$2,500
Runway Incursion	$2,500
Security Violation	$2,500 or greater
Level 1 Violation of Airport Rules and Regulations	$250
Level 2 Violation of Airport Rules and Regulations	$500
Level 3 Violation of Airport Rules and Regulations	$1,000

60.04 Traffic Control, Barricading, and Cleanup

General Requirements:

The Contractor shall submit cleanup procedures for approval by the Owner to be followed at the close of each day's work, as part of the Airfield Safety and Security Plans. At a minimum, the cleanup procedures shall include an itemized, detailed list of tasks and equipment to be used to properly clear all areas within Runway and Taxiway Safety Areas in accordance with FAA AC 150/5370-2G. The cleanup procedures shall specifically identify all work to be performed on a daily basis for each Phase of construction identified on the plans. The cleanup procedures shall also include the requirement of the Contractor and Engineer to perform a site walk of the entire effected area of construction a minimum of 2 hours before that area is scheduled to be reopened to aircraft traffic to assure that it has be cleaned and cleared of all equipment and debris in accordance with FAA AC 150/5370-2G.

The Contractor shall also be responsible for delineating the limits of construction operations consistent with the approved Phasing and Barricading Safety Plan(s) and/or as directed by the Airport. The Contractor shall submit a Phasing and Barricading Safety Plan(s) as required in the Airport's Construction Safety Plan. The Contractor shall be responsible for providing, the installation of, and the maintenance of barricades and traffic control devices necessary for the control of aircraft, vehicular, and pedestrian traffic. Any requests to modify the approved barricading and phasing plans must be submitted to the City for review and approval.

The Airfield Safety and Security and Barricade/Temporary Fencing and Traffic Control Plans must be submitted by the Contractor at the Pre-Construction Conference.

Barricade Requirements:

See **Section 60.02.u. Barricades & Lighting**.

Aircraft Movement Area:

See **Section 60.02.a. Operating Construction Vehicles on the Airport**.

Airport Construction Restrictions and Requirements:

The Contractor is responsible for compliance at all times with the policies and guidelines specified in Prescott Regional Airport's Construction Safety Plan, and with the FAA AC 150/5370-2G, *Operational Safety on Airports During Construction*. These documents may be made available to the Contractor upon request.

Approved Airfield Radios:

See **Section 60.02.b. Airfield Radios**.

Haul Route:

The Contractor must follow the haul route provided on the Approved Plans, or as directed by the Airport and/or Resident Engineer. The Contractor shall keep all work areas clean of debris and shall be fully liable for any damages that occur to an aircraft caused by construction debris. The Contractor shall be responsible to restore any damages to any pavement used as haul routes incurred during construction to the original state at no additional cost to the owner. All cost associated with the restoration of the haul routes shall be considered incidental to other appropriate bid items and no separate payments will be made.

Measurement and Payment:

Measurement and payment for Airfield Safety and Security shall be by lump sum and shall be considered full compensation for furnishing all labor, materials, fuel, warning lights, crossing guards, escorts, furnishing, placing, and maintaining (day and night) all temporary fencing, barricades and lights, Lighted-X's, all vehicle and equipment markings, security badges and training for all construction personnel, tools, equipment, flagmen, cell phones, radios, and incidentals to safely control traffic as identified in these General Technical Provisions and in the Phasing Plans to provide the proper security for Prescott Regional Airport.

Partial payments of the lump sum item will be made uniformly over the contract time, provided that the airfield safety and security is maintained and satisfactory to the Resident Engineer. All costs for all work, tools, equipment, materials, etc. for Airfield Safety and Security as described herein shall be provided in the bid line items provided below.

Payment will be made under:

Item GTP-60.04.1 Airfield Safety and Security– per Lump Sum

END SECTION 60

DIVISION IV

FEDERAL TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

ITEM	DESCRIPTION	PAGE
C-105	Mobilization	C-105-1
P-152	Excavation, Subgrade, and Embankment	P-152-1
P-153	Controlled Low-Strength Material (CLSM)	P-153-1
P-610	Concrete for Miscellaneous Structures	P-610-1

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Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

105-2 Mobilization limit. Mobilization shall be limited to 6 percent of the total project cost. Any amount bid in excess of 6% will be paid to the contractor after Final Completion.

105-3 Posted notices. Section does not apply.

105-4 Engineer/RPR field office. An Engineer/RPR field office is not required.

METHOD OF MEASUREMENT

105-5 Basis of measurement and payment. Based upon the contract lump sum price for Mobilization" partial payments will be allowed as follows:

- **a.** With first pay request, 25%.
- **b.** When 25% or more of the original contract is earned, an additional 25%.
- **c.** When 50% or more of the original contract is earned, an additional 40%.
- **d.** After Final Inspection, Staging area clean-up and delivery of all Project Closeout materials as required by Section 90, paragraph 90-11, *Contractor Final Project Documentation*, the final 10%.

BASIS OF PAYMENT

105-6 Payment will be made under:

Item C-105-6.1 Mobilization - per Lump Sum

END OF ITEM C-105

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Item P-152 Excavation, Subgrade, and Embankment

DESCRIPTION

152-1.1 This item covers excavation, disposal, placement, and compaction of all materials within the limits of the work required to construct safety areas, runways, taxiways, aprons, and intermediate areas as well as other areas for drainage, building construction, parking, or other purposes in accordance with these specifications and in conformity to the dimensions and typical sections shown on the plans.

152-1.2 Classification. All material excavated shall be classified as defined below:

a. Unclassified excavation. Unclassified excavation shall consist of the excavation and disposal of all material, regardless of its nature.

CONSTRUCTION METHODS

152-2.1 General. Before beginning excavation, grading, and embankment operations in any area, the area shall be cleared or cleared and grubbed in accordance with Item P-151.

The suitability of material to be placed in embankments shall be subject to approval by the RPR. All unsuitable material shall be disposed of in waste areas as shown on the plans. All waste areas shall be graded to allow positive drainage of the area and adjacent areas. The surface elevation of waste areas shall be specified on the plans or approved by the RPR.

When the Contractor's excavating operations encounter artifacts of historical or archaeological significance, the operations shall be temporarily discontinued and the RPR notified per Section 70, paragraph 70-20. At the direction of the RPR, the Contractor shall excavate the site in such a manner as to preserve the artifacts encountered and allow for their removal. Such excavation will be paid for as extra work.

Areas outside the limits of the pavement areas where the top layer of soil has become compacted by hauling or other Contractor activities shall be scarified and disked to a depth of 4 inches, to loosen and pulverize the soil. Stones or rock fragments larger than 4 inches in their greatest dimension will not be permitted in the top 6 inches of the subgrade.

If it is necessary to interrupt existing surface drainage, sewers or under-drainage, conduits, utilities, or similar underground structures, the Contractor shall be responsible for and shall take all necessary precautions to preserve them or provide temporary services. When such facilities are encountered, the Contractor shall notify the RPR, who shall arrange for their removal if necessary. The Contractor, at their own expense, shall satisfactorily repair or pay the cost of all damage to such facilities or structures that may result from any of the Contractor's operations during the period of the contract.

a. Blasting. Blasting shall not be allowed.

152-2.2 Excavation. No excavation shall be started until the work has been staked out by the Contractor and the RPR has obtained from the Contractor, the survey notes of the elevations and

measurements of the ground surface. The Contractor and RPR shall agree that the original ground lines shown on the original topographic mapping are accurate, or agree to any adjustments made to the original ground lines.

All areas to be excavated shall be stripped of vegetation and topsoil. Topsoil shall be stockpiled for future use in areas designated on the plans or by the RPR. All suitable excavated material shall be used in the formation of embankment, subgrade, or other purposes as shown on the plans. All unsuitable material shall be disposed of as shown on the plans.

The grade shall be maintained so that the surface is well drained at all times.

When the volume of the excavation exceeds that required to construct the embankments to the grades as indicated on the plans, the excess shall be used to grade the areas of ultimate development or disposed as directed by the RPR. When the volume of excavation is not sufficient for constructing the embankments to the grades indicated, the deficiency shall be obtained from borrow areas.

a. Selective grading. Selective grading is not required.

b. Undercutting. Undercutting is not required.

c. Over-break. Over-break is not required.

d. Removal of utilities. The removal of existing structures and utilities required to permit the orderly progress of work will be accomplished by the Contractor as indicated on the plans. All existing foundations shall be excavated at least 2 feet below the top of subgrade or as indicated on the plans, and the material disposed of as directed by the RPR. All foundations thus excavated shall be backfilled with suitable material and compacted as specified for embankment or as shown on the plans.

152-2.3 Borrow excavation. Borrow areas are not required.

152-2.4 Drainage excavation. Drainage excavation is not required.

152-2.5 Preparation of cut areas or areas where existing pavement has been removed. In those areas on which a subbase or base course is to be placed, the top 12 inches of subgrade shall be compacted to not less than 100% of maximum density for non-cohesive soils, and 95% of maximum density for cohesive soils as determined by ASTM D698 . As used in this specification, "non-cohesive" shall mean those soils having a plasticity index (PI) of less than 3 as determined by ASTM D4318.

152-2.6 Preparation of embankment area. Not used.

152-2.7 Control Strip. Not used.

152-2.8 Formation of embankments. Not used.

152-2.9 Proof rolling. Not Used.

152-2.10 Compaction requirements. The subgrade under areas to be paved shall be compacted to a depth of 8 inches and to a density of not less than 95 percent of the maximum dry density as determined by ASTM D698. The subgrade in areas outside the limits of the pavement areas shall be compacted to a depth of 4 inches and to a density of not less than 95 percent of the maximum density as determined by ASTM D698.

The material to be compacted shall be within ±2% of optimum moisture content before being rolled to obtain the prescribed compaction (except for expansive soils). When the material has greater than 30 percent retained on the ¾ inch sieve, follow the methods in ASTM D698. Tests for moisture content and compaction will be taken at a minimum of 3,000 S.Y. of subgrade. All quality assurance testing shall be done by the Contractor's laboratory in the presence of the RPR, and density test results shall be furnished upon completion to the RPR for acceptance determination.

The in-place field density shall be determined in accordance with ASTM D1556.

Maximum density refers to maximum dry density at optimum moisture content unless otherwise specified.

If the specified density is not attained, the entire lot shall be reworked and/or re-compacted and additional random tests made. This procedure shall be followed until the specified density is reached.

152-2.11 Finishing and protection of subgrade. Finishing and protection of the subgrade is incidental to this item. Grading and compacting of the subgrade shall be performed so that it will drain readily. All low areas, holes or depressions in the subgrade shall be brought to grade. Scarifying, blading, rolling and other methods shall be performed to provide a thoroughly compacted subgrade shaped to the lines and grades shown on the plans. All ruts or rough places that develop in the completed subgrade shall be graded, re-compacted, and retested. The Contractor shall protect the subgrade from damage and limit hauling over the finished subgrade to only traffic essential for construction purposes.

The Contractor shall maintain the completed course in satisfactory condition throughout placement of subsequent layers. No subbase, base, or surface course shall be placed on the subgrade until the subgrade has been accepted by the RPR.

152-2.12 Haul. All hauling will be considered a necessary and incidental part of the work. The Contractor shall include the cost in the contract unit price for the pay of items of work involved. No payment will be made separately or directly for hauling on any part of the work.

The Contractor's equipment shall not cause damage to any excavated surface, compacted lift or to the subgrade as a result of hauling operations. Any damage caused as a result of the Contractor's hauling operations shall be repaired at the Contractor's expense.

The Contractor shall be responsible for providing, maintaining and removing any haul roads or routes within or outside of the work area, and shall return the affected areas to their former condition, unless otherwise authorized in writing by the Owner. No separate payment will be made for any work or materials associated with providing, maintaining and removing haul roads or routes.

152-2.13 Surface Tolerances. Not Used.

152-2.14 Topsoil. Not Used.

METHOD OF MEASUREMENT

152-3.1 Unclassified Excavation shall be considered incidental and no separate measurement shall be made.

BASIS OF PAYMENT

152-4.1 Unclassified Excavation shall be considered incidental and no separate payment shall be made.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

American Association of State Highway and Transportation Officials (AASHTO)

AASHTO T-180	Standard Method of Test for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop

ASTM International (ASTM)

ASTM D698	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3))
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2700 kN-m/m3))
ASTM D6938	Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

Advisory Circulars (AC)

AC 150/5370-2	Operational Safety on Airports During Construction Software

Software

FAARFIELD – FAA Rigid and Flexible Iterative Elastic Layered Design

U.S. Department of Transportation

FAA RD-76-66	Design and Construction of Airport Pavements on Expansive Soils

END OF ITEM P-152

Item P-153 Controlled Low-Strength Material (CLSM)

DESCRIPTION

153-1.1 This item shall consist of furnishing, transporting, and placing a controlled low-strength material (CLSM) as flowable backfill in trenches or at other locations shown on the plans or as directed by the Resident Project Representative (RPR).

MATERIALS

153-2.1 Materials.

a. Cement. Cement: ASTM C150 Type II

b. Fly ash. Fly ash shall conform to ASTM C618, Class C or F.

c. Fine aggregate (sand). Fine aggregate shall conform to the requirements of ASTM C33 except for aggregate gradation. Any aggregate gradation which produces the specified performance characteristics of the CLSM and meets the following requirements, will be accepted.

Sieve Size	Percent Passing by weight
3/4 inch	100
No. 200	0 - 12

d. Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

MIX DESIGN

153-3.1 Proportions. The Contractor shall submit, to the RPR, a mix design including the proportions and source of aggregate, fly ash, cement, water, and approved admixtures. No CLSM mixture shall be produced for payment until the RPR has given written approval of the proportions. The proportions shall be prepared by a laboratory and shall remain in effect for the duration of the project. The proportions shall establish a single percentage or weight for aggregate, fly ash, cement, water, and any admixtures proposed. Laboratory costs are incidental to this item.

a. Compressive strength. CLSM shall be designed to achieve a 28-day compressive strength of 100 to 200 psi when tested in accordance with ASTM D4832, with no significant strength gain after 28 days.

b. Consistency. Design CLSM to achieve a consistency that will produce an approximate 8-inch diameter circular-type spread without segregation. CLSM consistency shall be determined per ASTM D6103.

CONSTRUCTION METHODS

153-4.1 Placement.

a. Placement. CLSM may be placed by any reasonable means from the mixing unit into the space to be filled. Agitation is required during transportation and waiting time. Placement shall be performed so structures or pipes are not displaced from their final position and intrusion of CLSM into unwanted areas is avoided. The material shall be brought up uniformly to the fill line shown on the plans or as directed by the RPR. Each placement of CLSM shall be as continuous an operation as possible. If CLSM is placed in more than one lift, the base lift shall be free of surface water and loose foreign material prior to placement of the next lift.

b. Contractor Quality Control. The Contractor shall collect all batch tickets to verify the CLSM delivered to the project conforms to the mix design. The Contractor shall verify daily that the CLSM is consistent with 153-3.1a and 153-3.1b. Adjustments shall be made as necessary to the proportions and materials as needed. The Contractor shall provide all batch tickets to the RPR.

c. Limitations of placement. CLSM shall not be placed on frozen ground. Mixing and placing may begin when the air or ground temperature is at least 35°F and rising. Mixing and placement shall stop when the air temperature is 40°F and falling or when the anticipated air or ground temperature will be 35°F or less in the 24-hour period following proposed placement. At the time of placement, CLSM shall have a temperature of at least 40°F.

153-4.2 Curing and protection

a. Curing. The air in contact with the CLSM shall be maintained at temperatures above freezing for a minimum of 72 hours. If the CLSM is subjected to temperatures below 32°F, the material may be rejected by the RPR if damage to the material is observed.

b. Protection. The CLSM shall not be subject to loads and shall remain undisturbed by construction activities for a period of 48 hours or until a compressive strength of 15 psi is obtained. The Contractor shall be responsible for providing evidence to the RPR that the material has reached the desired strength. Acceptable evidence shall be based upon compressive tests made in accordance with paragraph 153-3.1a.

153-4.3 Quality Assurance (QA) Acceptance. CLSM QA acceptance shall be based upon batch tickets provided by the Contractor to the RPR to confirm that the delivered material conforms to the mix design.

METHOD OF MEASUREMENT

153-5.1 Measurement.

No separate measurement for payment shall be made for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

BASIS OF PAYMENT

153-6.1 Payment.

No payment will be made separately or directly for controlled low strength material (CLSM). CLSM shall be considered necessary and incidental to the work of this Contract.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM C33	Standard Specification for Concrete Aggregates
ASTM C150	Standard Specification for Portland Cement
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C595	Standard Specification for Blended Hydraulic Cements
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D4832	Standard Test Method for Preparation and Testing of Controlled Low-Strength Material (CLSM) Test Cylinders
ASTM D6103	Flow Consistency of Controlled Low Strength Material (CLSM)

END OF ITEM P-153

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Item P-610 Concrete for Miscellaneous Structures

DESCRIPTION

610-1.1 This item shall consist of concrete and reinforcement, as shown on the plans, prepared and constructed in accordance with these specifications. This specification shall be used for all concrete other than airfield pavement which are cast-in-place.

MATERIALS

610-2.1 General. Only approved materials, conforming to the requirements of these specifications, shall be used in the work. Materials may be subject to inspection and tests at any time during their preparation or use. The source of all materials shall be approved by the Resident Project Representative (RPR) before delivery or use in the work. Representative preliminary samples of the materials shall be submitted by the Contractor, when required, for examination and test. Materials shall be stored and handled to ensure preservation of their quality and fitness for use and shall be located to facilitate prompt inspection. All equipment for handling and transporting materials and concrete must be clean before any material or concrete is placed in them.

The use of pit-run aggregates shall not be permitted unless the pit-run aggregate has been screened and washed, and all fine and coarse aggregates stored separately and kept clean. The mixing of different aggregates from different sources in one storage stockpile or alternating batches of different aggregates shall not be permitted.

a. Reactivity. Fine aggregate and coarse aggregates to be used in all concrete shall have been tested separately within six months of the project in accordance with ASTM C1260. Test results shall be submitted to the RPR. The aggregate shall be considered innocuous if the expansion of test specimens, tested in accordance with ASTM C1260, does not exceed 0.08% at 14 days (16 days from casting). If the expansion either or both test specimen is greater than 0.08% at 14 days, but less than 0.20%, a minimum of 25% of Type F fly ash, or between 40% and 55% of slag cement shall be used in the concrete mix. If expansion of either the coarse or fine aggregate exceeds 0.08% at 14 days, limit the alkali of the concrete to be less than or equal to 3.0 lb per cubic yard, calculated in accordance with EB 106.

If the expansion is greater than 0.20% the aggregates shall not be used, and test results for other aggregates must be submitted for evaluation; aggregates that meet P-501 reactivity test requirements may be utilized.

610-2.2 Coarse aggregate. The coarse aggregate for concrete shall meet the requirements of ASTM C33 and the requirements of Table 4, Class Designation 5S; and the grading requirements shown below, as required for the project.

Coarse Aggregate Grading Requirements

Maximum Aggregate Size	ASTM C33, Table 3 Grading Requirements (Size No.)
1 1/2 inch	467 or 4 and 67
1 inch	57
3/4 inch	67
1/2 inch	7

610-2.2.1 Coarse Aggregate susceptibility to durability (D) cracking. Not used.

610-2.3 Fine aggregate. The fine aggregate for concrete shall meet all fine aggregate requirements of ASTM C33.

610-2.4 Cement. Cement: ASTM C150, *Types I, II*

610-2.5 Cementitious materials.

a. Fly ash. Fly ash shall meet the requirements of ASTM C618, with the exception of loss of ignition, where the maximum shall be less than 6%. Fly ash shall have a Calcium Oxide (CaO) content of less than 15% and a total available alkali content less than 3% per ASTM C311. Fly ash produced in furnace operations using liming materials or soda ash (sodium carbonate) as an additive shall not be acceptable. The Contractor shall furnish the previous three most recent, consecutive ASTM C618 reports for each source of fly ash proposed in the concrete mix, and shall furnish each additional report as they become available during the project. The reports can be used for acceptance or the material may be tested independently by the RPR.

b. Slag cement (ground granulated blast furnace (GGBF)). Slag cement shall conform to ASTM C989, Grade 100 or Grade 120. Slag cement shall be used only at a rate between 25% and 55% of the total cementitious material by mass.

610-2.6 Water. Water used in mixing or curing shall be from potable water sources. Other sources shall be tested in accordance with ASTM C1602 prior to use.

610-2.7 Admixtures. The Contractor shall submit certificates indicating that the material to be furnished meets all of the requirements indicated below. In addition, the RPR may require the Contractor to submit complete test data from an approved laboratory showing that the material to be furnished meets all of the requirements of the cited specifications. Subsequent tests may be made of samples taken by the RPR from the supply of the material being furnished or proposed for use on the work to determine whether the admixture is uniform in quality with that approved.

a. Air-entraining admixtures. Air-entraining admixtures shall meet the requirements of ASTM C260 and shall consistently entrain the air content in the specified ranges under field conditions. The air-entrainment agent and any water reducer admixture shall be compatible.

b. Water-reducing admixtures. Water-reducing admixture shall meet the requirements of ASTM C494, Type A, B, or D. ASTM C494, Type F and G high range water reducing admixtures and ASTM C1017 flowable admixtures shall not be used.

c. Other chemical admixtures. The use of set retarding, and set-accelerating admixtures shall be approved by the RPR. Retarding shall meet the requirements of ASTM C494, Type A, B, or D and set-accelerating shall meet the requirements of ASTM C494, Type C. Calcium chloride and admixtures containing calcium chloride shall not be used.

610-2.8 Premolded joint material. Premolded joint material for expansion joints shall meet the requirements of ASTM D1751.

610-2.9 Joint filler. The filler for joints shall meet the requirements of Item P-605, unless otherwise specified.

610-2.10 Steel reinforcement. Reinforcing shall consist of reinforcing steel, welded steel wire fabric, or welded deformed steel fabric conforming to the requirements of ASTM A615, ASTM A706, ASTM A775, ASTM A934, ASTM A1064, or ASTM A884.

610-2.11 Materials for curing concrete. Curing materials shall conform to White-pigmented Liquid Membrane-Forming Compound, Type 2, Class B conforming to the requirements of ASTM C309.

CONSTRUCTION METHODS

610-3.1 General. The Contractor shall furnish all labor, materials, and services necessary for, and incidental to, the completion of all work as shown on the drawings and specified here. All machinery and equipment used by the Contractor on the work, shall be of sufficient size to meet the requirements of the work. All work shall be subject to the inspection and approval of the RPR.

610-3.2 Concrete Mixture. The concrete shall develop a compressive strength of 4000 psi in 28 days as determined by test cylinders made in accordance with ASTM C31 and tested in accordance with ASTM C39. The concrete shall contain not less than 470 pounds of cementitious material per cubic yard. The water cementitious ratio shall not exceed 0.45 by weight. The air content of the concrete shall be 5% +/- 1.2% as determined by ASTM C231 and shall have a slump of not more than 4 inches as determined by ASTM C143.

610-3.3 Mixing. Concrete may be mixed at the construction site, at a central point, or wholly or in part in truck mixers. The concrete shall be mixed and delivered in accordance with the requirements of ASTM C94 or ASTM C685.

The concrete shall be mixed only in quantities required for immediate use. Concrete shall not be mixed while the air temperature is below 40°F without the RPRs approval. If approval is granted for mixing under such conditions, aggregates or water, or both, shall be heated and the concrete shall be placed at a temperature not less than 50°F nor more than 100°F. The Contractor shall be held responsible for any defective work, resulting from freezing or injury in any manner during placing and curing, and shall replace such work at his expense.

Retempering of concrete by adding water or any other material is not permitted.

The rate of delivery of concrete to the job shall be sufficient to allow uninterrupted placement of the concrete.

610-3.4 Forms. Concrete shall not be placed until all the forms and reinforcements have been inspected and approved by the RPR. Forms shall be of suitable material and shall be of the type, size, shape, quality, and strength to build the structure as shown on the plans. The forms shall be true to line and grade and shall be mortar-tight and sufficiently rigid to prevent displacement and sagging between supports. The surfaces of forms shall be smooth and free from irregularities, dents, sags, and holes. The Contractor shall be responsible for their adequacy.

The internal form ties shall be arranged so no metal will show in the concrete surface or discolor the surface when exposed to weathering when the forms are removed. All forms shall be wetted with water or with a non-staining mineral oil, which shall be applied immediately before the concrete is placed. Forms shall be constructed so they can be removed without injuring the concrete or concrete surface.

610-3.5 Placing reinforcement. All reinforcement shall be accurately placed, as shown on the plans, and shall be firmly held in position during concrete placement. Bars shall be fastened together at intersections. The reinforcement shall be supported by approved metal chairs. Shop drawings, lists, and bending details shall be supplied by the Contractor when required.

610-3.6 Embedded items. Before placing concrete, all embedded items shall be firmly and securely fastened in place as indicated. All embedded items shall be clean and free from coating, rust, scale, oil, or any foreign matter. The concrete shall be spaded and consolidated around and against embedded items. The embedding of wood shall not be allowed.

610-3.7 Concrete Consistency. The Contractor shall monitor the consistency of the concrete delivered to the project site; collect each batch ticket; check temperature; and perform slump tests on each truck at the project site in accordance with ASTM C143.

610-3.8 Placing concrete. All concrete shall be placed during daylight hours, unless otherwise approved. The concrete shall not be placed until the depth and condition of foundations, the adequacy of forms and falsework, and the placing of the steel reinforcing have been approved by the RPR. Concrete shall be placed as soon as practical after mixing, but in no case later than one (1) hour after water has been added to the mix. The method and manner of placing shall avoid segregation and displacement of the reinforcement. Troughs, pipes, and chutes shall be used as an aid in placing concrete when necessary. The concrete shall not be dropped from a height of more than 5 feet. Concrete shall be deposited as nearly as practical in its final position to avoid segregation due to rehandling or flowing. Do not subject concrete to procedures which cause segregation. Concrete shall be placed on clean, damp surfaces, free from running water, or on a properly consolidated soil foundation.

610-3.9 Vibration. Vibration shall follow the guidelines in American Concrete Institute (ACI) Committee 309R, Guide for Consolidation of Concrete.

610-3.10 Joints. Joints shall be constructed as indicated on the plans.

610-3.11 Finishing. All exposed concrete surfaces shall be true, smooth, and free from open or rough areas, depressions, or projections. All concrete horizontal plane surfaces shall be brought flush to the proper elevation with the finished top surface struck-off with a straightedge and floated.

610-3.12 Curing and protection. All concrete shall be properly cured in accordance with the recommendations in American Concrete Institute (ACI) 308R, Guide to External Curing of Concrete. The concrete shall be protected from damage until project acceptance.

610-3.13 Cold weather placing. When concrete is placed at temperatures below 40°F, follow the cold weather concreting recommendations found in ACI 306R, Cold Weather Concreting.

610-3.14 Hot weather placing. When concrete is placed in hot weather greater than 85°F, follow the hot weather concreting recommendations found in ACI 305R, Hot Weather Concreting.

QUALITY ASSURANCE

610-4.1 Quality Assurance sampling and testing. Concrete for each day's placement will be accepted on the basis of the compressive strength specified in paragraph 610-3.2. The RPR will sample the concrete in accordance with ASTM C172; test the slump in accordance with ASTM C143; test air content in accordance with ASTM C231; make and cure compressive strength specimens in accordance with ASTM C31; and test in accordance with ASTM C39. The QA testing agency will meet the requirements of ASTM C1077.

The Contractor shall provide adequate facilities for the initial curing of cylinders.

610-4.2 Defective work. Any defective work that cannot be satisfactorily repaired as determined by the RPR, shall be removed and replaced at the Contractor's expense. Defective work includes, but is not limited to, uneven dimensions, honeycombing and other voids on the surface or edges of the concrete.

METHOD OF MEASUREMENT

610-5.1 Concrete shall be considered incidental and no separate measurement shall be made.

BASIS OF PAYMENT

610-6.1 Concrete shall be considered incidental and no separate payment shall be made.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

ASTM International (ASTM)

ASTM A184	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A704	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A775	Standard Specification for Epoxy-Coated Steel Reinforcing Bars
ASTM A884	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement

ASTM A934	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A1064	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM C31	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33	Standard Specification for Concrete Aggregates
ASTM C39	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C94	Standard Specification for Ready-Mixed Concrete
ASTM C136	Standard Test Method for Sieve or Screen Analysis of Fine and Coarse Aggregates
ASTM C114	Standard Test Methods for Chemical Analysis of Hydraulic Cement
ASTM C136	Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
ASTM C143	Standard Test Method for Slump of Hydraulic-Cement Concrete
ASTM C150	Standard Specification for Portland Cement
ASTM C171	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C231	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM C309	Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C311	Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
ASTM C494	Standard Specification for Chemical Admixtures for Concrete
ASTM C618	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C666	Standard Test Method for Resistance of Concrete to Rapid Freezing and Thawing
ASTM C685	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C989	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1077	Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation

ASTM C1157	Standard Performance Specification for Hydraulic Cement
ASTM C1260	Standard Test Method for Potential Alkali Reactivity of Aggregates (Mortar-Bar Method)
ASTM C1365	Standard Test Method for Determination of the Proportion of Phases in Portland Cement and Portland-Cement Clinker Using X-Ray Powder Diffraction Analysis
ASTM C1602	Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete
ASTM D1751	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types)
ASTM D1752	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

American Concrete Institute (ACI)

ACI 305R	Hot Weather Concreting
ACI 306R	Cold Weather Concreting
ACI 308R	Guide to External Curing of Concrete
ACI 309R	Guide for Consolidation of Concrete

END OF ITEM P-610

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ELECTRICAL TECHNICAL SPECIFICATIONS

TABLE OF CONTENTS

ITEM DESCRIPTION **PAGE**

L-100 Electrical General Requirements L-100-1
L-108 Underground Power Cable for Airports L-108-1
L-110 Airport Underground Electrical Duct Banks and Conduits L-110-1
L-115 Electrical Manholes and Junction Structures L-115-1
L-125 Installation of Airport Lighting Systems L-125-1

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Item L-100 Electrical General Requirements

100-1.1 General. This Item includes furnishing and installing all material, equipment and apparatus, and all labor, tools, services, and equipment required for the removal of portions of the airfield lighting system as shown on the drawings and as follows:

a. The demolition, removal and/or salvage of portions of the existing airfield lighting systems including conduit, cable, hand holes / pull boxes, lighting, light bases, signage, and concrete foundations.

b. The demolition, removal and/or salvage of electrical pull boxes and existing cables.

c. The removal of portions of runway edge lighting and signage systems.

d. The removal of existing runway lighting fixtures, cable, and conduit within areas of construction for replacement and reconnection to maintain operation of circuit.

e. Disconnection and removal or relocation of existing CCRs, Installation of new CCRs, and installation of new circuit breakers.

f. Temporary Airfield lighting power systems.

Installation shall be in accordance with Specifications FAA-C-1217 and FAA-C-1391, or as noted on the plans. Perform all work not included in the FAA Specifications in accordance with the National Electrical Code, applicable local and Prescott Airport standards and regulations.

100-1.2 Demolition and Salvage.

a. Removal and salvage of airfield electrical elements is included under this Item shall include the intent, but not limited to the specific elements, of the following:

(1) Remove and temporarily reinstall existing elevated quartz and incandescent runway edge lights and isolation transformers to maintain runway lighting during cable removals until a cutover can be scheduled to cutover for installation of all new LED runway fixtures. Offer existing fixtures and transformers to Airport for return or Contractor to dispose of off-site, existing base cans to remain.

(2) Airside Guidance Signs: temporarily mount and power existing signs as required for new signs on new or existing sign bases. Salvage existing incandescent or quartz halogen signs to Airport or properly dispose of.

(3) Disconnect existing Constant Current Regulators (CCRs) for removal and return or relocation and reconnection.

b. Any fixtures damaged that are to remain in-place or identified as remove and salvage to Prescott Airport on the plans, shall be replaced at Contractor's expense.

c. Demolition (removal and non-return to Owner or for re-installation) of other airfield electrical system elements shall include the intent, but not limited to the specific elements, of the following:

(1) Power Cables.

(2) Concrete foundations, transformer housings, light base cans and electrical hand holes / pull boxes.

(3) Conduits and fittings.

d. Demolition (removal and non-return) of other elements associated with the airfield electrical system may also be included under other items of this project. Elements covered within this specification shall include the intent, but not be limited to the specific elements, of the following:

(1) Underground conduits and duct banks, both concrete encased and direct earth buried.

(2) Grading and backfill associated with removal of the foregoing elements shall be covered under P-152, *Excavation and Embankment*.

100-1.3 New Construction Grading and Backfill.

a. Grading and backfill associated with the removal of existing items or construction of the new ducts and conduits shall be installed in accordance with P-152, *Excavation and Embankment* P-153, *Controlled Low-Strength Material (CLSM)* and P-610 *Concrete for Miscellaneous Structures*, there will be no separate measurement or payment for any backfill, compaction, restoration or materials for slurry or concrete encased conduits and duct banks but shall be considered incidental to the associated item being installed.

100-1.4 Related Documents. The General Provisions of the Contract, including General and Special Conditions, apply to work specified in this item.

a. Conflicts between Drawing and Specifications (Contract Documents) and between Contract Documents and references within the Contract Documents: Drawings and specifications are complementary. Work called for by one is binding as if called for by both. Prospective Contractors shall, as part of their proposals, enumerate, identify and list conflicts they find to exist within the Contract Documents, and between these Documents and the rules, regulations, standards and codes of the authority having jurisdiction (Airport Authority, City, County) local Utility companies and local County or State governing bodies. No Allowance shall subsequently be made to the Contractor by reason of his/her failure to have brought said discrepancies to the attention of the Consultant during the bidding period or by reason of any error on the Contractor's part.

b. Execution of Contract is evidence that Contractor has examined all existing conditions, drawings and specifications related to work, and is informed to extent and character of work. Claims made during construction for labor and materials required due to difficulties encountered as a result of Contractor's inattention to this issue, which could have been clarified prior to bid had examination been made, will be denied.

100-1.5 Temporary Lighting and Circuits.

a. Contractor shall coordinate with Airport Maintenance before the end of each work shift to verify that all airfield lighting circuits are operational. Contractor shall provide all labor and material for this work, non-pay item (NPI).

b. Contractor shall provide and maintain on site, sufficient equipment required to provide temporary lighting and circuit extensions.

c. Re-cabling associated with active runways shall be performed during coordinated runway closures in segments, reconnected to remaining existing circuit segments and tested for operation prior to the end of each shift before re-opening runway to prevent the need for excessive temporary cabling.

100-1.6 Specifications and standards. As a supplement to the installation requirements of this item, the following standards, specifications and regulations of the issues in effect on the date of this solicitation are incorporated herein by reference and are made a part hereof for electrical work and installation and splicing of underground cables.

NEC National Electrical Code

FAA-STD-019e
Lightning Protection, Grounding, Bonding and Shielding Requirements for Facilities

FAA-C-1391e
Installation and Splicing of Underground Cables
FAA-C-1217H
Electrical Work, Premises Wiring
Local Governing Bodies' Public Works Department, City of Prescott,
Codes and Regulations Yavapai Association of Governments (YAG)
Codes and Regulations Maricopa Association of Governments (MAG)
APS 2019 Electric Service Requirements Manual (ESRM)

100-1.7 Shop Drawings and Material Lists. Prior to the installation of any material and equipment and within 30 days of contract award, the Contractor shall submit to the Owner for approval electronic PDF copies of manufacturers' brochures containing complete dimensional and performance characteristics, wiring diagrams, installation and operation instructions, etc., for the equipment listed in the individual L-Series specification Items. Each submittal shall be titled and include the corresponding specification section(s).

A materials list shall be submitted listing each specification paragraph number and stating whether the materials proposed are as specified or are substitutions. If the item is a substitute item, a complete submittal as described in the above paragraph shall be provided for that item.

Submittal data shall be presented in a clear, precise, and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provide they are as a good quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Contractor is solely responsible for delays in project accruing directly or indirectly from late submissions or resubmissions of submittals.

The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Contractor's submittals shall be labeled and titled by specification section. The Engineer reserves the right to reject any and all equipment, materials, or procedures, which, in the Engineer's opinion, does not meet the system design and the standards and codes, specified herein.

EQUIPMENT AND MATERIALS

100-2.1 Equipment. Conduits, conduit fittings, conductors, connectors, boxes, and wiring devices shall meet requirements of Specification FAA-C-1217 and Item L-110.

100-2.2 Conduit, Underground. Conduits run underground are specified in Item L-110 of these specifications. Existing conduit will remain for reuse and installation of new cables as indicated in plans.

100-2.3 Conduit Fittings. Each conduit and nipple entrance to duct and other such electrical enclosures shall be fitted with double locknuts (one each side of metal penetrated) and insulating bushing. Bushings on 1-1/4 inch and larger conduits shall be insulated metallic, type OZ/Gedney Cat. No. IBC Series, or equal; bushings for 3/4 inch and 1 inch shall be plastic insulated T&B rated for 150 C, or equal. All insulated bonding and grounding bushings of conduits for 2400 volts or higher voltages, for conduit going underground, and for conduits going into concrete slabs shall be OZ/Gedney Cat. No. IBC-xxL (fitted with grounding lug), or equal. The bushings shall be connected to the grounding system within the terminating enclosure and not on the underground end. The buried end of each conduit shall be fitted with a thermosetting, plastic-insulated, metallic bushing. All openings where conduits enter junction boxes, other enclosures and shelters shall be sealed weather tight. The conduit shall be capped, if left empty, or sealed with Ducseal, or equal, around the conductors for exterior conduits.

100-2.4 Concrete-encased Duct. Concrete-encased PVC duct shall be as specified in Item L-110.

100-2.5 Concrete Duct Markers. Markers shall be as specified in Item L-110 and as detailed on drawings.

100-2.6 Concrete Handholes. Hand holes shall be as specified in Item L-115 and as detailed on drawings.

100-2.7 Light Bases and Transformer Housing. New light bases, transformer housings, junction cans and covers shall be specified in items L-115 or L-125 and as detailed on drawings.

CONSTRUCTION METHODS

100-3.1 Existing Utilities. Prior to any excavation or trenching, Contractor shall provide utility locator or contact Blue Stake to locate any existing cables and utilities, which will be crossed by the trench. Where existing underground utilities are shown on plans to conflict with existing conduit removal and / or new conduit installation, Contractor shall pothole to verify the location and depth. Ensure these utilities are permanently disconnected if they are going to be demolished. The existing service lines shall be exposed by hand digging in those areas that will be crossed and shall be protected from any possible damage. If any damage occurs, it shall be the Contractor's responsibility to immediately repair such damage with materials and methods approved by the Owner and in compliance with applicable codes and standards, at Contractor's expense. Existing utilities to be abandoned shall be removed at the point of crossing as shown on the drawings.

100-3.2 Demolition. Airfield Lighting and Signage.

a. Removal of existing conductors associated with runway(s) and taxiway(s) that are required to remain active during daytime operations (or as required by Airport) shall be performed after isolating circuit segments affected by construction and temporary jumper installation to maintain operation of lighting during hours when construction is not occurring.

b. Removal of cables associated with lighting or signage that is to remain operational during construction shall be coordinated with Airport. Existing cables may be removed from underground conduits and sleeved with PVC conduit, secured with sandbags to provide temporary power during construction as required for facilitating removal of existing and construction of new bases, foundations, and hand holes / junction cans.

c. Removal of existing runway lighting fixtures, isolation transformers and base cans associated with runway that is to remain operational during non-construction hours will require coordination with Airport for temporary circuit jumper placement.

d. Existing L-867 bases for lighting that are to remain for reinstallation of new or existing fixtures with new hardware will likely require penetrating oil application for removal of existing mounting bolt hardware. Contractor shall be prepared for task of removing existing hardware and broken bolts for installation of new hardware and fixtures during construction.

(1) Coordinate with Airport / Operations for NOTAMs and Lockout / Tag-out of all circuits affected by construction.

(2) Remove indicated conduits, ducts and conductors from site and dispose of according to local regulations.

(3) Material and equipment not designated for re-installation, including signs, light fixtures, and isolation transformers, shall be safely stored to protect from damage during construction then offered for salvage to the appropriate Airport personnel at the end of completion. Non-re-usable material, including conduit, concrete hand holes / pull boxes, foundations, base cans, and conductors, shall become the property of the Contractor and shall be removed from the site and disposed of according to Local Ordinances, at Contractor's expense.

e. Existing signage that is required to remain operational shall remain in place on existing foundation until installation of new sign is ready to be performed. Removal of existing mounting anchors for replacement with new shall also be included in demolition efforts.

f. Replacement of existing signage on existing foundation that also require re-connection to new circuit may remain in place until installation of new sign is ready to be performed. Existing cable may be removed from underground conduit and sleeved above grade in PVC, secured with sandbags, for temporarily feeding during construction to reconnect conduit and install new cable for connection to new circuit. Removal of temporary feed cables and conduit shall be completed after installation of new sign is completed.

g. Replacement of existing signage requiring removal of existing concrete foundations for reconstruction or relocation shall include the removal of existing sign and isolation transformer for temporarily mounting on steel strut in the same general area, secured with sandbags. Signs shall be temporarily fed as required during construction of new sign bases. After construction of new base and installation of new sign, Contractor shall remove temporary sign and feeder. Both new and existing sign shall not be installed in same location without covers installed over new sign until ready for operation.

h. Removal of existing pull boxes shall include excavation to remove existing structures after cables have been removed, protection of existing conduit ends for reconnection to extend to new hand hole and backfill and compaction to restore the infield area.

i. Disconnection and removal of existing CCRs at Airfield Lighting Vault Building for relocation and reinstallation or return and installation of new CCRs with new integrated Digital Control and Monitoring Equipment (DCME) / ACE Units for connection to existing ADB Airfield Lighting Control

and Monitoring System (ALCMS) will require coordination with Airport and ATCT for lockout / tagout of affected circuit(s) and shall be performed as a one for one replacement to minimize operation of affected airfield lighting circuit.

j. Coordination with Airport for Lockout / Tagout of affected panelboard is required to install new CCR circuit breakers.

100-3.3 Conductors. Installation of underground 5 kV conductors is specified in Item L-108 of these specifications. Existing conductors for CCR power and control / communications cables will remain for reconnection to new and existing, relocated CCRs.

100-3.4 Grounding. All metal support structures, metal enclosures and CCRs shall be grounded in accordance with the requirements of the latest edition of Specifications FAA-C-1217, FAA-C-1391, and FAA-STD-019, as indicated in Item L-108 and as detailed on the drawings.

100-3.5 Ground Rods. Grounding rods shall be 3/4-inch diameter by 10 feet long copper-jacketed steel. Grounding connections to ground rods where buried or encased shall be by the exothermic weld process, Cadweld or equal. Extruded, drawn or stamped-type ground clamps will not be acceptable. The resistance to ground shall not exceed 25 ohms.

100-3.6 Ground Conductors. Equipment grounding conductors shall be insulated copper, except where shown on the project drawings to be bare, and sized as shown on the project drawings; and all grounds will be shown in accordance with Article 250 of the National Electrical Code, with FAA-STD-019 and Item L-108. Attachment of wire to supports, boxes, etc., shall be accomplished using approved ground lug attached with a separate stainless-steel screw, lock washer and nut. Screws used for support of the electrical enclosure shall not be used for connection of the ground wire. Pipe straps shall not be used for ground purposes.

COLOR CODING OF GROUND CONDUCTORS

TYPE OF GROUND CONDUCTOR	COLOR OF INSULATION
Grounding Electrode Conductor	Bare - No Insulation
Counterpoise Conductor	Bare – No Insulation
External Sign and Transformer Housing Ground Conductor	Bare – No Insulation
Equipment Grounding Conductor	Green (safety)
CCR Grounding Conductor	Bare or Insulated – Reconnect existing

The multi-ground system supplements but does not replace the equipment-grounding conductor required by the National Electrical Code.

Each of these separate ground conductors is insulated in order to keep it distinct and not allow contact with any other conductor.

Electrical continuity of cable armor or shield shall be maintained. Grounding of the cable armor or shield shall be required at all terminations and shall be accomplished by connecting a #6 AWG solid bare copper wire to the cable armor or shield by means of a compression-type ground clamp installed within the terminating enclosure. Armor or shield ground wire shall be connected to the ground electrode conductor using split bolt connector, Burndy or equal. Grounding of direct earth burial (DEB) armored power and shielding control cable shall be at each end in accordance with FAA-C-1391.

100-3.7 Identification. Conductors shall be identified as per FAA-C-1217, Section 4.6.5.2.2. Cable tagging and circuit identification markers shall be identified as per FAA-C-1391, Sections 5.11.1 and 5.11.2. Transformers, panelboards, constant current regulators, splice cabinets, enclosures and other vault equipment shall be identified by nameplate of nonferrous metal or rigid plastic, engraved with 3/8-inch high lettering with information as per FAA-C-1217, Section 4.16.

100-3.8 Contractor Testing and Submittals. Equipment and materials list and shop drawings shall be submitted as per FAA-C-1217, Section 5.1. Testing shall be required and performed as per FAA-C-1217, Section 5.3, and FAA-C-1391, Section 3.3.6. The Contractor shall pretest all cable on the reel prior to installation and provide a copy of the test results to the Owner. The Contractor shall be responsible for repairs or replacement of any cable found defective after installation.

The Contractor shall test existing affected circuits prior to start of construction and the installed airfield lighting and miscellaneous power cables at the completion of this project. The results of the testing shall be provided to the Owner for review and acceptance. The Contractor shall be responsible for repairs or replacement of any cable found defective after installation.

Installation tests in addition to all tests contained in other L-Series Items shall be provided as follows:

Item	Test Required	Manufacturer's Rep. Present?
5 kV Rated Airfield Lighting and Power Cables (On the Reel, Not Including Equipment for Contractor Quality Control. Maybe deleted per-coordination with Engineer).	Megger check at 500 to 1000 Volts prior to installation. Values of insulation resistance for each reel shall be noted and given to the Construction Manager/ Owner for acceptance. It is expected that the readings will be greater than 1000 meg-ohms (1 gig-ohm).	No
5 kV Rated Airfield Lighting and Power Cables (All Circuits Installed in This Project)	Megger check at 500 to 1000 volts at the completion of installation. Test every circuit for conductor-to-ground and conductor-to-conductor (between circuits) insulation resistance. Test results shall be tabulated and given to the Construction Manager/Owner for acceptance. It is required that the readings be greater than 100 meg-ohms.	No
5 kV Rated Airfield Lighting and Power Cables (All Circuits Installed in This Project)	Megger check at 500 to 1000 volts at the completion of installation. Test every circuit for conductor-to-ground and conductor-to-conductor (between circuits) insulation resistance. Test results shall be tabulated and given to the Construction Manager/Owner for acceptance.	No
5 kV and 600 Volt and Multi-pair Cables	If a power cable puller is used, continuous-tape pull tension readings for each section of cable shall be provided to the Construction Manager or Owner for review.	No

100-3.9 Notification of Testing. The Contractor shall notify the project RPR and the Airport, a minimum of 48 hours in advance of system, or partial system, testing including, but not limited to, installed cable insulation resistance (megger) testing, and operational testing of any modified lighting circuit.

100-3.10 Installation of Ferroresonant L-829 CCR. This item shall consist of furnishing and installing the L-829 constant current regulator (CCR) in accordance with these specifications.
This item shall also include all circuit breakers, wire and cable connections, the furnishing and installing of all necessary conduits and fittings and all necessary mounting structures. It shall also include the testing of the installation and all incidentals necessary to place the CCRs in operation as completed units to the satisfaction of the Owner / Engineer.
The L-829 CCRs shall be ETL certified according to the requirements of FAA Advisory Circular 150/5345-10 (latest edition) "Specification for Constant Current Regulators and Regulator Monitors." The L-829 shall be Ferroresonant and shall be 6.6A, 5-step 15kW with an input voltage of 208Vac, 60Hz. The remote-control voltage shall be 120Vac.
a. The CCR shall use a Ferroresonant design that produces minimal EMI, high efficiency and near unity power factor for AC 150/5345-10 test conditions. The CCR shall exceed the EMI testing requirements specified in FAA AC 150/5345-10 (current edition).
b. A single control board shall be used for all versions of the Ferroresonant CCR to make troubleshooting easier and to minimize spare parts. The CCR shall have output current surge limitation and soft-start to provide maximum airfield lamp protection. The CCR shall include overcurrent and open-circuit protection. No tools shall be needed to open a hinged front access door. To improve safety, no high voltage shall be present inside the front door area. Lightning protection on both the input and output of the CCR shall be provided.
The contractor shall furnish and install each L-829 CCR as specified in the proposal and shown in the plans. The L-829 shall be mounted in the vault at the location shown on the plans.
The CCR shall be calibrated according to the manufacturer's instructions using a True RMS meter. An open-circuit test, conducted according to the manufacturer's instructions, shall also be performed. The CCR shall then be fully tested by continuous operation for not less than 24 hours prior to acceptance. The test shall include operating the constant current regulator in each step (Local and Remote) not less than 10 times at the beginning and end of the 24-hour test.

METHOD OF MEASUREMENT

100-4.1 Remove and Temporarily Reinstall Runway Edge, End / Threshold Light and Isolation Transformer, Base Can to Remain. The quantity to be measured shall be for the removal and temporary reinstallation of existing incandescent runway lights during cable replacement until a cutover can be scheduled to remove and replace with new LED Runway fixtures within the area of construction. It shall also include removal of any broken bolts and repair of the base can threads, if required, before installation of new fixtures. Existing edge lighting fixture bases shall be protected in place per the Plans and Specifications and as accepted.

100-4.2 Remove Existing Runway Edge, End / Threshold Light and Isolation Transformer, Remove Base Can. The quantity to be measured shall be for the removal of existing incandescent runway light and to remove the existing edge lighting fixture base for installation of new L-867 light base, per the Plans and Specifications and as accepted.

100-4.3 Remove and Temporarily Reinstall In-pavement Runway Edge Light and Isolation Transformer, Base Can to Remain. The quantity to be measured shall be for the removal and temporary reinstallation of existing incandescent in-pavement runway lights during cable replacement until a cutover can be scheduled to remove and replace with new LED Runway fixtures within the area of construction. It shall also include removal of any broken bolts and repair of the base can threads, if required, before installation of new fixtures. Existing edge lighting fixture bases shall be protected in place per the Plans and Specifications and as accepted.

100-4.4 Remove Existing Conductor, Conduit to Remain (15480 LF). This item shall consist of removal and disposal off site of airfield lighting cable and / or complete removal of existing airfield lighting cable from within existing underground conduits in accordance with the Plans and Specifications and as accepted. Measured quantities for existing cable removals are provided in bid item description for Contractor to budget a lump sum price for this task. Cable removal is quantified as an effort to remove any number of conductors from within each conduit in a single run or each duct bank conduit. No separate measurement will be made for multiple conductors located in each conduit. No separate measurement will be made for slack.

100-4.5 Remove, Temporarily Mount and Power Airfield Guidance Sign and Isolation Transformer, Demo Sign Base. The quantity to be measured shall be for the removal of existing airfield guidance sign from concrete foundation, excavation for complete removal and disposal from site of concrete sign foundation including backfill and restoration of disturbed area as required. It shall also include the temporary mounting and powering of the existing sign including steel strut, PVC conduit, sandbags, hardware, any sign covers or other incidentals required to maintain operation of signs during construction or installation of new sign base and installation of new or existing sign as required by the Airport. Contractor shall also completely remove temporarily mounted signs, cables, and covers after completion and acceptance of new sign.

100-4.6 Remove and Salvage Airfield Guidance Sign and Isolation Transformer, Sign Base to Remain. The quantity to be measured shall be for the removal and safe storage of existing airfield guidance sign from concrete foundation including anchors and mounting hardware as accepted. The existing sign base shall remain for installation of new sign and concrete sign base extensions, if required, in accordance with the Plans.

100-4.7 Excavate and Remove Existing Junction Can / Pull Box. The quantity to be measured shall be for the excavation, removal and disposal off site of existing electrical pull boxes or junction cans, protection of existing conduit ends for reconnection, backfill and compaction to restore the infield area per P-152 in accordance with the Plans and Specifications and as accepted.

100-4.8 Temporary Airfield Lighting Circuit Jumpers. The quantity to be measured shall be for the installation of new and existing L-824, Type C, #8, 5 kV cables, sleeved and sandbagged for protection which shall include furnishing, installing and removal of temporary cables; temporarily mounting and feeding existing signs, temporary sign covers and re-circuiting new lights and signs as detailed on the Drawings. No separate measurement or payment will be made for moving temporary facilities as required to provide Contractor's access to work sites. The use of temporary cables covered under this item shall be limited to "jumpers" as required to maintain circuit continuity. Cable used for temporary application shall not be used for permanent application.

100-4.9 Disconnect and Remove Existing CCR for Reinstallation or Return to Owner. The quantity to be measured shall be for the removal of existing constant current regulator (CCR) with integrated digital monitoring and control equipment (DCME) / ACE units and all associated power and control / communications wiring and equipment for relocation or return to Owner. This shall also include coordination with Airport and ATCT for a one-to-one replacement to minimize impact to affected airfield lighting circuits. The existing power and control wiring and conduits will remain for reconnecting to new or relocated CCR and tested in manual and remote (ALCMS) operations in all steps before acceptance. Contractor shall offer existing CCR units not specified for relocation and reinstallation in new position to Owner as required by Airport or disposal off site in accordance with local ordinances.

100-4.10 Install and Reconnect Existing Relocated CCR and Integrated DCME (ACE Unit). The quantity to be measured shall be for the reinstallation of existing constant current regulator (CCR) with integrated digital monitoring and control equipment (DCME) / ACE units and all associated power and control / communications wiring and equipment in new location. This shall also include

coordination with Airport and ATCT for a one-to-one replacement to minimize impact to affected airfield lighting circuits. The existing power and control wiring and conduits are to remain for reconnecting to relocated CCR and tested in manual and remote (ALCMS) operations in all steps before acceptance. Contractor shall reinstall existing stacking kits associated with stacked CCR units in new position as required in accordance with the Plans.

100-4.11 Provide, Install and Connect New 10kW L-829 CCR with New Integrated Control / Monitoring Unit and Test. The quantity to be measured shall be for the installation of new, L-829 constant current regulator (CCR) with integrated digital monitoring and control equipment units and connect all associated power and control / communications wiring and equipment in specified locations. This shall also include coordination with Airport and ATCT for a one-to-one replacement to minimize impact to affected airfield lighting circuits. The existing power and control wiring and conduits are to remain for reconnecting to the new CCR and tested in manual and remote (ALCMS) operations in all steps before acceptance. Contractor shall reinstall existing stacking kits associated with stacked CCR units in new position as required in accordance with the Plans.

100-4.12 Provide, Install and Connect New 7.5kW L-829 CCR with New Integrated Control / Monitoring Unit and Test. The quantity to be measured shall be for the installation of new, L-829 constant current regulator (CCR) with integrated digital monitoring and control equipment units and connect all associated power and control / communications wiring and equipment in specified locations. This shall also include coordination with Airport and ATCT for a one-to-one replacement to minimize impact to affected airfield lighting circuits. The existing power and control wiring and conduits are to remain for reconnecting to the new CCR and tested in manual and remote (ALCMS) operations in all steps before acceptance. Contractor shall reinstall existing stacking kits associated with stacked CCR units in new position as required in accordance with the Plans.

100-4.13 Provide, Install and Connect New 2.5kW L-829 CCR with New Integrated Control / Monitoring Unit and Test. The quantity to be measured shall be for the installation of new, L-829 constant current regulator (CCR) with integrated digital monitoring and control equipment units and connect all associated power and control / communications wiring and equipment in specified locations. This shall also include coordination with Airport and ATCT for a one-to-one replacement to minimize impact to affected airfield lighting circuits. The existing power and control wiring and conduits are to remain for reconnecting to the new CCR and tested in manual and remote (ALCMS) operations in all steps before acceptance. Contractor shall reinstall existing stacking kits associated with stacked CCR units in new position as required in accordance with the Plans.

100-4.14 Provide and Install New Eaton, Type FD 20Amp, 2-Pole, 480V Breaker in Existing Panel. The quantity to be measured shall be for the installation of new, CCR feeder breakers in existing panelboards. This shall also include coordination with Airport for Lockout-Tagout of panelboard from SES to remove and replace breakers and to minimize impact to affected airfield lighting circuits. The existing power cables are to remain for reconnecting to the new CCR breaker and tested for operation before acceptance in accordance with the Plans.

100-4.15 Provide and Install New Eaton, Type FD 30Amp, 2-Pole, 480V Breaker in Existing Panel. The quantity to be measured shall be for the installation of new, CCR feeder breakers in existing panelboards. This shall also include coordination with Airport for Lockout-Tagout of panelboard from SES to remove and replace breakers and to minimize impact to affected airfield lighting circuits. The existing power cables are to remain for reconnecting to the new CCR breaker and tested for operation before acceptance in accordance with the Plans.

100-4.16 Provide and Install New Eaton, Type FD 40Amp, 2-Pole, 480V Breaker in Existing Panel. The quantity to be measured shall be for the installation of new, CCR feeder breakers in existing panelboards. This shall also include coordination with Airport for Lockout-Tagout of panelboard from SES to remove and replace breakers and to minimize impact to affected airfield lighting circuits. The

existing power cables are to remain for reconnecting to the new CCR breaker and tested for operation before acceptance in accordance with the Plans.

100-4.17 Provide Coordination and Tech Support for Manufacturer Testing and Commissioning of Relocated Existing and New CCRs. The quantity to be measured shall be for the Contractor to provide escort and tech support for Manufacturer Tech during testing and commissioning of new and relocated CCRs during ALCMS modifications. This shall also include coordination with Airport and ATCT as required for Lockout-Tagout and testing of affected circuits to minimize impact to affected airfield lighting circuits. The new and existing relocated CCRs shall be tested in manual and remote (ALCMS) operations in all steps before acceptance in accordance with the Plans.

BASIS OF PAYMENT

100-5.1 Electrical services. Payment will be made at the contract price for the electrical services completed and accepted. This price shall be full compensation for furnishing all materials and for all labor, equipment, tools, and incidentals necessary to complete these items. The unit price of each of these items shall also include the Contractor's overhead, profit, and markup.

Payment will be made under:

Item L-100-5.1	Remove and Temporarily Reinstall Runway Edge, End / Threshold Light and Isolation Transformer, Base Can to Remain – per Each
Item L-100-5.2	Remove Existing Runway Edge, End / Threshold Light and Isolation Transformer, Remove Base Can – per Each
Item L-100-5.3	Remove and Temporarily Reinstall In-pavement Runway Edge Light and Isolation Transformer, Base Can to Remain – per Each
Item L-100-5.4	Remove Existing Conductor, Conduit to Remain (15480 LF) – per Lump Sum
Item L-100-5.5	Remove, Temporarily Mount and Power Airfield Guidance Sign and Isolation Transformer, Demo Sign Base – per Each
Item L-100-5.6	Remove and Salvage Airfield Guidance Sign and Isolation Transformer, Sign Base to Remain – per Each
Item L-100-5.7	Excavate and Remove Existing Junction Can / Pull Box – per Each
Item L-100-5.8	Temporary Airfield Lighting Circuit Jumpers – per Lump Sum
Item L-100-5.9	Disconnect and Remove Existing CCR for Reinstallation or Return to Owner – per Each
Item L-100-5.10	Install and Reconnect Existing Relocated CCR and Integrated DCME (ACE Unit) – per Each
Item L-100-5.11	Provide, Install and Connect New 10kW L-829 CCR with New Integrated Control / Monitoring Unit and Test – per Each

Item L-100-5.12	Provide, Install and Connect New 7.5kW L-829 CCR with New Integrated Control / Monitoring Unit and Test – per Each
Item L-100-5.13	Provide, Install and Connect New 2.5kW L-829 CCR with New Integrated Control / Monitoring Unit and Test – per Each
Item L-100-5.14	Provide and Install New Eaton, Type FD 20Amp, 2-Pole, 480V Breaker in Existing Panel – per Each
Item L-100-5.15	Provide and Install New Eaton, Type FD 30Amp, 2-Pole, 480V Breaker in Existing Panel – per Each
Item L-100-5.16	Provide and Install New Eaton, Type FD 40Amp, 2-Pole, 480V Breaker in Existing Panel – per Each
Item L-100-5.17	Provide Coordination and Tech Support for Manufacturer Testing and Commissioning of Relocated Existing and New CCRs – per Lump Sum

END OF ITEM L-100

Item L-108 Underground Power Cable for Airports

DESCRIPTION

108-1.1 This item shall consist of furnishing and installing power cables within conduit or duct banks per these specifications at the locations shown on the plans. Also included are the installation of counterpoise wires, ground wires, ground rods and connections, cable splicing, cable marking, cable testing, and all incidentals necessary to place the cable in operating condition as a completed unit to the satisfaction of the Engineer. This item shall not include the installation of duct banks or conduit, trenching and backfilling for duct banks or conduit, or furnishing or installation of cable for FAA-owned/operated facilities. Requirements and payment for trenching and backfilling for the installation of underground conduit and duct banks are in Item L-110, *Airport Underground Electrical Duct Banks and Conduits*.

EQUIPMENT AND MATERIALS

108-2.1 General.

a. Airport lighting equipment and materials covered by advisory circulars (AC) shall be approved under the Airport Lighting Equipment Certification Program per AC 150/5345-53, current version.

b. All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification, when requested by the Engineer.

c. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the Engineer) and replaced with materials that comply with these specifications at the Contractor's cost.

d. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise, and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

e. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Contractor's submittals shall be Electronic PDF, organized, labeled, and tabbed by specification section. The Engineer reserves the right to reject any and all equipment, materials, or procedures that do not meet the system design and the standards and codes, specified in this document.

f. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for at least twelve (12) months from the date of final

acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner. The Contractor shall be responsible to maintain a minimum insulation resistance per AC 150/5340-26C, *Maintenance of Airport Visual aid Facilities*, Table 5-1 and paragraph 5.1.3.1, with isolation transformers connected in new circuits and new segments of existing circuits through the end of the contract warranty period.

108-2.2 Cable. Underground cable for airfield lighting facilities (runway and taxiway lights and signs) shall conform to the requirements of AC 150/5345-7, Specification for L-824 *Underground Electrical Cable for Airport Lighting Circuits* latest edition. Conductors for use on 6.6 ampere primary airfield lighting series circuits shall be single conductor, seven-strand, #8 American wire gauge AWG), L-824 Type C, 5,000 volts, non-shielded, with cross-linked polyethylene insulation. L-824 conductors for use on the L-830 secondary of airfield lighting series circuits shall be sized in accordance with the manufacturer's recommendations. All other conductors shall comply with FAA and National Electric Code (NEC) requirements. Conductor sizes noted above shall not apply to leads furnished by manufacturers on airfield lighting transformers and fixtures.

Wire for electrical circuits up to 600 volts shall comply with Specification L-824 and/or Federal Specification J-C-30 and shall be type THWN-2, 75°C. Conductors for parallel (voltage) circuits shall be sized and installed in accordance with NFPA-70, National Electrical Code.

Unless noted otherwise, all 600-volt and less non-airfield lighting conductor sizes are based on a 75°C, THWN-2, 600 Volt insulation, copper conductors, not more than three single insulated conductors, in raceway, in free air. The conduit/duct sizes are based on the use of THWN-2, 600 volt insulated conductors. The Contractor shall make the necessary increase in conduit/duct sizes for other types of wire insulation. In no case shall the conduit/duct size be reduced. The minimum power circuit wire size shall be #12 AWG.

Conductor sizes may have been adjusted due to voltage drop or other engineering considerations. Equipment provided by the Contractor shall be capable of accepting the quantity and sizes of conductors shown in the Contract Documents. All conductors, pigtails, cable step-down adapters, cable step-up adapters, terminal blocks, and splicing materials necessary to complete the cable termination/splice shall be considered incidental to the respective pay items provided.

Cable type, size, number of conductors, strand and service voltage shall be as specified in the Contract Documents.

108-2.3 Bare copper wire (counterpoise, bare copper wire ground and ground rods). Wire for counterpoise or ground installations for airfield lighting systems shall be No. 6 AWG bare solid copper wire for counterpoise and/or No. 6 AWG insulated stranded for ground wire per ASTM B3 and ASTM B8 and shall be bare copper wire per ASTM B33. See AC 150/5340-30 for additional details about counterpoise and ground wire types and installation. For voltage powered circuits, the equipment ground conductor shall be minimum No. 6 AWG, 600V rated, Type XHHW insulated, green color, stranded copper equipment ground conductor.

Ground rods shall be copper-clad steel. The ground rods shall be of the length and diameter specified on the plans, but in no case be less than 10 feet long and 3/4 inch in diameter.

108-2.4 Cable connections. In-line connections or splices of underground primary cables shall be of the type called for on the plans and shall be one of the types listed below. No separate payment will be made for cable connections.

a. The cast splice. Not Used.

b. The Field-Attached Plug-In Splice. Figure 3 of AC 150/5345-26, *Specification for L-823 Plug and Receptacle, Cable Connectors*, employing connector kits, is acceptable for field attachment to single conductor cable. It shall be the Contractor's responsibility to determine the

outside diameter of the cable to be spliced and to furnish appropriately sized connector kits and/or adapters and heat shrink tubing with integral sealant.

c. **The factory-molded plug-in splice.** Specification for L-823 Connectors, Factory-Molded to Individual Conductors, is acceptable.

d. **The taped or heat-shrink splice.** Taped splices employing field-applied rubber, or synthetic rubber tape covered with plastic tape is acceptable. The rubber tape should meet the requirements of ASTM D4388 and the plastic tape should comply with Military Specification MIL-I-24391 or Commercial Item Description A-A-55809. Heat shrinkable tubing shall be heavy-wall, self-sealing tubing rated for the voltage of the wire being spliced and suitable for direct-buried installations. The tubing shall be factory coated with a thermoplastic adhesive-sealant that will adhere to the insulation of the wire being spliced forming a moisture- and dirt-proof seal. Additionally, heat shrinkable tubing for multi-conductor cables, shielded cables, and armored cables shall be factory kits that are designed for the application. Heat shrinkable tubing and tubing kits shall be manufactured by Tyco Electronics/ Raychem Corporation, Energy Division, or approved equivalent.

In all the above cases, connections of cable conductors shall be made using crimp connectors using a crimping tool designed to make a complete crimp before the tool can be removed. All L-823/L-824 splices and terminations shall be made per the manufacturer's recommendations and listings.

All connections of counterpoise, grounding conductors and ground rods shall be made by the exothermic process or approved equivalent, except that a light base ground clamp connector shall be used for attachment to the light base. See AC 150/5340-30 for additional information about methods of attaching a ground to a galvanized light base. All exothermic connections shall be made per the manufacturer's recommendations and listings.

108-2.5 Splicer Qualifications. Every airfield lighting cable splicer shall be qualified in making airport cable splices and terminations on cables rated at or above 5,000 volts AC. The Contractor shall submit to the Engineer proof of the qualifications of each proposed cable splicer for the airport cable type and voltage level to be worked on. Cable splicing/terminating personnel shall have a minimum of three (3) years continuous experience in terminating/splicing medium voltage cable.

108-2.6 Concrete. Concrete for cable markers shall be per Specification Item P-610, *Structural Portland Cement Concrete*.

108-2.7 Flowable Backfill. Flowable material used to backfill trenches for power cable trenches shall conform to the requirements of Item P-153, *Controlled Low Strength Material*.

108-2.8 Cable Identification Tags. Cable identification tags shall be made from a non-corrosive material with the circuit identification stamped or etched onto the tag. The tags shall be of the type as detailed on the plans.

108-2.9 Tape. Electrical tapes shall be Scotch™ Electrical Tapes –Scotch™ 88 (1-1/2-inch wide) and Scotch™ 130C® linerless rubber splicing tape (2-inch wide), as manufactured by the Minnesota Mining and Manufacturing Company (3M™), or an approved equivalent.

108-2.10 Electrical coating. Electrical coating shall be Scotchkote™ as manufactured by 3M™, or an approved equivalent.

108-2.11 Existing circuits. Whenever the scope of work requires connection to an existing circuit, the circuit's insulation resistance shall be tested, in the presence of the Engineer. The test shall be performed per this item and prior to any activity that will affect the respective circuit. The Contractor shall record the results on forms acceptable to the Engineer. When the work affecting the circuit is complete, the

circuit's insulation resistance shall be checked again, in the presence of the Engineer. The Contractor shall record the results on forms acceptable to the Engineer. The second reading shall be equal to or greater than the first reading or the Contractor shall make the necessary repairs to the circuit to bring the second reading above the first reading. All repair costs including a complete replacement of the L-823 connectors, L-830 transformers and L-824 cable, if necessary, shall be borne by the Contractor. All test results shall be submitted in the Operation and Maintenance (O&M) Manual.

108-2.12 Detectable warning tape. Plastic, detectable, American Wood Preservers Association (AWPA) Red (electrical power lines, cables, conduit, and lighting cable) with continuous legend magnetic tape shall be polyethylene film with a metalized foil core and shall be 3-6 inches wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

108-3.1 General. The Contractor shall install the specified cable at the approximate locations indicated on the plans. Unless otherwise shown on the plans, all cable required to cross under pavements expected to carry aircraft loads shall be installed in concrete encased duct banks. Wherever possible, cable shall be run without splices, from connection to connection.

Cable connections between lights will be permitted only at the light locations for connecting the underground cable to the primary leads of the individual isolation transformers. The Contractor shall be responsible for providing cable in continuous lengths for home runs or other long cable runs without connections unless otherwise authorized in writing by the Engineer or shown on the plans.

In addition to connectors being installed at individual isolation transformers, L-823 cable connectors for maintenance and test points shall be installed at locations shown on the plans. Cable circuit identification markers shall be installed on both sides of the L-823 connectors installed or at least once in each access point where L-823 connectors are not installed.

Provide not less than 3 feet of cable slack on each side of all connections, isolation transformers, light units, and at points where cable is connected to field equipment. Where provisions must be made for testing or for future above grade connections, provide enough slack to allow the cable to be extended at least one foot vertically above the top of the access structure. This requirement also applies where primary cable passes through empty light bases, junction boxes, and access structures to allow for future connections, or as designated by the Engineer.

Primary airfield lighting cables installed shall have cable circuit identification markers attached on both sides of each L-823 connector and on each airport lighting cable entering or leaving cable access points, such as manholes, hand holes, pull boxes, junction boxes, etc. Markers shall be of sufficient length for imprinting the cable circuit identification legend on one line, using letters not less than 1/4 inch in size. The cable circuit identification shall match the circuits noted on the construction plans.

108-3.2 Installation in Duct Banks or Conduits. This item includes the installation of the cable in duct banks or conduit per the following paragraphs. The maximum number and voltage ratings of cables installed in each single duct or conduit, and the current-carrying capacity of each cable shall be per the latest version of the National Electric Code, or the code of the local agency or authority having jurisdiction.

The Contractor shall make no connections or splices of any kind in cables installed in conduits or duct banks.

Unless otherwise designated in the plans, where ducts are in tiers, use the lowest ducts to receive the cable first, with spare ducts left in the upper levels. Check duct routes prior to construction to obtain assurance that the shortest routes are selected and that any potential interference is avoided.

Duct banks or conduits shall be installed as a separate item per Item L-110, Airport Underground Electrical Duct Banks and Conduit. The Contractor shall run a mandrel through duct banks or conduit prior to installation of cable to ensure that the duct bank or conduit is open, continuous, and clear of debris. The mandrel size shall be compatible with the conduit size. The Contractor shall swab out all conduits/ducts and clean light bases, manholes, etc., interiors immediately prior to pulling cable. Once cleaned and swabbed, the light bases and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, light bases, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts.

The cable shall be installed in a manner that prevents harmful stretching of the conductor, damage to the insulation, or damage to the outer protective covering. The ends of all cables shall be sealed with moisture-seal tape providing moisture-tight mechanical protection with minimum bulk, or alternately, heat shrinkable tubing before pulling into the conduit and it shall be left sealed until connections are made. Where more than one cable is to be installed in a conduit, all cable shall be pulled in the conduit at the same time. The pulling of a cable through duct banks or conduits may be accomplished by hand winch or power winch with the use of cable grips or pulling eyes. Maximum pulling tensions shall not exceed the cable manufacturer's recommendations. A non-hardening cable-pulling lubricant recommended for the type of cable being installed shall be used where required.

The Contractor shall submit the recommended pulling tension values to the Engineer prior to any cable installation. If required by the Engineer, pulling tension values for cable pulls shall be monitored by a dynamometer in the presence of the Engineer. Cable pull tensions shall be recorded by the Contractor and reviewed by the Engineer. Cables exceeding the maximum allowable pulling tension values shall be removed and replaced by the Contractor at the Contractor's expense.

The manufacturer's minimum bend radius or NEC requirements (whichever is more restrictive) shall apply. Cable installation, handling and storage shall be per manufacturer's recommendations. During cold weather, particular attention shall be paid to the manufacturer's minimum installation temperature. Cable shall not be installed when the temperature is at or below the manufacturer's minimum installation temperature. At the Contractor's option, the Contractor may submit a plan, for review by the Engineer, for heated storage of the cable and maintenance of an acceptable cable temperature during installation when temperatures are below the manufacturer's minimum cable installation temperature.

Cable shall not be dragged across base can or manhole edges, pavement, or earth. When cable must be coiled, lay cable out on a canvas tarp or use other appropriate means to prevent abrasion to the cable jacket.

Re-cabling associated with active runways shall be performed during coordinated runway closures in segments, reconnected to remaining existing circuit segments with new primary connector kits and tested for operation prior to the end of each shift before re-opening runway. Insulation resistance testing of new cable may be performed in segments after each shift before connection to existing circuit and after lighting circuit cable replacement is completed.

108-3.3 Installation of Direct-Buried Cable in Trenches. Not Used.

108-3.4 Cable Markers for Direct-Buried Cable. Not Used.

108-3.5 Splicing. Connections of the type shown on the plans shall be made by experienced personnel regularly engaged in this type of work and shall be made as follows:

a. Cast Splices. These shall be made by using crimp connectors for jointing conductors. Molds shall be assembled, and the compound shall be mixed and poured per the manufacturer's instructions and to the satisfaction of the Engineer.

b. Field-Attached Plug-In Splices. These shall be assembled per the manufacturer's instructions. These splices shall be made by plugging directly into mating connectors. In all cases the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches on each side of the joint.

c. Factory-Molded Plug-In Splices. These shall be made by plugging directly into mating connectors. In all cases, the joint where the connectors come together shall be wrapped with at least one layer of rubber or synthetic rubber tape and one layer of plastic tape, one-half lapped, extending at least 1-1/2 inches on each side of the joint.

d. Taped or Heat-Shrink Splices. A taped splice shall be made in the following manner:

Bring the cables to their final position and cut so that the conductors will butt. Remove insulation and jacket allowing for bare conductor of proper length to fit compression sleeve connector with 1/4 inch of bare conductor on each side of the connector. Prior to splicing, the two ends of the cable insulation shall be penciled using a tool designed specifically for this purpose and for cable size and type. Do not use emery paper on splicing operation since it contains metallic particles. The copper conductors shall be thoroughly cleaned. Join the conductors by inserting them equidistant into the compression connection sleeve. Crimp conductors firmly in place with crimping tool that requires a complete crimp before tool can be removed. Test the crimped connection by pulling on the cable. Scrape the insulation to assure that the entire surface over which the tape will be applied (plus 3 inches on each end) is clean. After scraping, wipe the entire area with a clean lint-free cloth. Do not use solvents.

Apply high-voltage rubber tape one-half lapped over bare conductor. This tape should be tensioned as recommended by the manufacturer. Voids in the connector area may be eliminated by highly elongating the tape, stretching it just short of its breaking point. Throughout the rest of the splice less tension should be used. Always attempt to exactly half-lap to produce a uniform buildup. Continue buildup to 1-1/2 times cable diameter over the body of the splice with ends tapered a distance of approximately one inch over the original jacket. Cover rubber tape with two layers of vinyl pressure-sensitive tape one-half lapped. Do not use glyptol or lacquer over vinyl tape as they react as solvents to the tape. No further cable covering, or splice boxes are required.

Heat shrinkable tubing shall be installed following manufacturer's instructions. Direct flame heating shall not be permitted unless recommended by the manufacturer. Cable surfaces within the limits of the heat-shrink application shall be clean and free of contaminates prior to application.

Surfaces of equipment or conductors being terminated or connected shall be prepared in accordance with industry standard practice and manufacturer's recommendations. All surfaces to be connected shall be thoroughly cleaned to remove all dirt, grease, oxides, nonconductive films, or other foreign material. Paints and other nonconductive coatings shall be removed to expose base metal. Clean all surfaces at least 1/4 inch beyond all sides of the larger bonded area on all mating surfaces. Use a joint compound suitable for the materials used in the connection. Repair painted/coated surface to original condition after completing the connection.

108-3.6 Bare Counterpoise Wire Installation for Lightning Protection and Grounding. If shown on the plans or included in the job specifications, bare solid #6 AWG copper counterpoise wire shall be installed for lightning protection of the underground cables. The Engineer shall select one of two methods of lightning protection for the airfield lighting circuit based on the frequency of local lightning:

a. Equipotential. This is where the counterpoise is bonded to the light base (edge lights included) and counterpoise size is as shown on the plans.

b. Isolation. The counterpoise is not bonded to edge light fixtures, in-pavement fixtures are boned to the counterpoise. The counterpoise size is as shown on the plans.

Counterpoise wire shall be installed in the same trench for the entire length of buried cable, conduits and duct banks that are installed to contain airfield cables.

For edge light fixtures installed in turf (stabilized soils) and for raceways or cables adjacent to the full-strength pavement edge, the counterpoise conductor shall be installed halfway between the pavement edge and the light base, mounting stake, raceway, or cable.

The counterpoise conductor shall be installed 8 inches minimum below grade.

Each light base or mounting stake shall be provided with a grounding electrode.

When a metallic light base is used, the grounding electrode shall be bonded to the metallic light base or mounting stake with a No. 6 AWG bare, annealed, or soft drawn, solid copper conductor.

For raceways installed under pavement; for raceways and cables not installed adjacent to the full strength pavement edge; for fixtures installed in full strength pavement and shoulder pavement and for optional method of edge lights installed in turf (stabilized soils); and for raceways or cables adjacent to the full strength pavement edge, the counterpoise conductor shall be centered over the raceway or cable to be protected as described below.

The counterpoise conductor shall be installed no less than 8 inches above the raceway or cable to be protected, except as permitted below.

The minimum counterpoise conductor height above the raceway or cable to be protected shall be permitted to be adjusted subject to coordination with the airfield lighting and pavement designs.

Where raceway is installed by the directional bore, jack and bore, or other drilling method, the counterpoise conductor shall be permitted to be installed concurrently with the directional bore, jack and bore, or other drilling method raceway, external to the raceway or sleeve.

The counterpoise conductor shall be installed no more than 12 inches above the raceway or cable to be protected.

The counterpoise conductor height above the protected raceway(s) or cable(s) shall be calculated to ensure that the raceway or cable is within a 45-degree area of protection.

The counterpoise conductor shall be bonded to each metallic light base, mounting stake, and metallic airfield lighting component.

All metallic airfield lighting components in the field circuit on the output side of the constant current regulator (CCR) or other power source shall be bonded to the airfield lighting counterpoise system.

The counterpoise wire shall also be exothermically welded to ground rods installed as shown on the plans but not more than 500 feet apart around the entire circuit. The counterpoise system shall be continuous and terminate at the transformer vault or at the power source. It shall be securely attached to the vault or equipment external ground ring or other made electrode-grounding system. The connections shall be made as shown on the plans and in the specifications.

If shown on the plans or in the specifications, a separate equipment (safety) ground system shall be provided in addition to the counterpoise wire using one of the following methods:

c. A ground rod installed at and securely attached to each light fixture base, mounting stake, and to all metal surfaces at junction/access structures via #6 AWG wire.

d. For parallel voltage systems only, install a #6 AWG green insulated equipment ground conductor internal to the conduit system and securely attached it to each light fixture base internal grounding lug and to all metal surfaces at junction/access structures. Dedicated ground rods shall be installed and exothermically welded to the counterpoise wires at each end of a duct bank crossing under pavement.

Where an existing airfield lighting system is being extended or modified, the new counterpoise conductors shall be interconnected to existing counterpoise conductors at each intersection of the new and existing airfield lighting counterpoise systems.

108-3.7 Counterpoise Installation Above Multiple Conduits and Duct Banks. Counterpoise wires shall be installed above multiple conduits/duct banks for airfield lighting cables, with the intent being to provide a complete area of protection over the airfield lighting cables. When multiple conduits and/or duct banks for airfield cable are installed in the same trench, the number and location of counterpoise wires above the conduits shall be adequate to provide a complete cone of protection measured 22-1/2 degrees each side of vertical.

Where duct banks pass under pavement to be constructed in the project, the counterpoise shall be placed above the duct bank. Reference details on the construction plans.

108-3.8 Counterpoise Installation at Existing Duct Banks. When airfield lighting cables are indicated on the plans to be routed through existing duct banks, the new counterpoise wiring shall be terminated at ground rods at each end of the existing duct bank where the cables being protected enter and exit the duct bank. The new counterpoise conductor shall be bonded to the existing counterpoise system.

108-3.9 Exothermic Bonding. Bonding of counterpoise wire shall be by the exothermic welding process. Only personnel experienced in and regularly engaged in this type of work shall make these connections.

Contractor shall demonstrate to the satisfaction of the Engineer, the welding kits, materials, and procedures to be used for welded connections prior to any installations in the field. The installations shall comply with the manufacturer's recommendations and the following:

a. All slag shall be removed from welds.

b. Using an exothermic weld to bond the counterpoise to a lug on a galvanized light base is not recommended unless the base has been specially modified. Consult the manufacturer's installation directions for proper methods of bonding copper wire to the light base. See also AC 150/5340-30 for galvanized light base exception.

c. If called for in the plans, all buried copper and weld material at weld connections shall be thoroughly coated with 6 mm of 3M™ Scotchkote™, or approved equivalent, or coated with coal tar Bitumastic® material to prevent surface exposure to corrosive soil or moisture.

108-3.10 Testing. The Contractor shall furnish all necessary equipment and appliances for testing the airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the Engineer. The Contractor shall demonstrate the electrical

characteristics to the satisfaction of the Engineer. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor must maintain the test results throughout the entire project as well as during the warranty period that meet the following:

a. Earth resistance testing methods shall be submitted to the Engineer for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the Engineer. All such testing shall be at the sole expense of the Contractor.

b. Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The Engineer shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

After installation, the Contractor shall test and demonstrate to the satisfaction of the Engineer the following:

c. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.

d. That all affected circuits (existing and new) are free from unspecified grounds.

e. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 100 meg-ohms.

f. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 meg-ohms.

g. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.

h. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.

i. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the Engineer prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the Engineer. Where connecting new cable to existing cable, ground resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

METHOD OF MEASUREMENT

108-4.1 Cable or counterpoise wire installed in trench, duct bank or conduit shall be measured by the number of linear feet installed with primary connector kits, grounding conductor and grounding connectors ready for operation, and accepted by Owner / Engineer. Separate measurements shall be made for each single cable (1/C), cable pair (2/C) or feeder set, installed in duct bank or conduit with associated ground wire and connections included in Contractor's price. The measurement for this item shall include additional quantities required for slack – 5' per cable end at each light base, junction can or transformer housing and 15' per cable end at each manhole or hand hole. No separate measurement will be made to multiply the number of individual conductors installed in a single conduit, in one installation effort.

108-4.2 Counterpoise wire and connections are considered incidental to the installation of duct bank or conduit, per item L-110. No separate payment will be made.

108-4.3 Ground rods shall be considered incidental to the installation of counterpoise, light base, transformer housing, sign, or other grounding. No separate payment will be made.

BASIS OF PAYMENT

108-5.1 Payment will be made at the contract unit price for cable and equipment ground installed in duct bank or conduit, in place by the Contractor and accepted by the Engineer. This price shall be full compensation for furnishing all materials and for all preparation and installation of these materials, and for all labor, equipment, tools, and incidentals, including ground rods and ground connectors and trench marking tape, necessary to complete this item.

Payment will be made under:

Item L-108-5.1	L-824, Type C, 1/C #8 AWG, 5kV Cable – per Linear Foot
Item L-108-5.2	L-824, Type C, 2/C #8 AWG, 5kV Cable – per Linear Foot

MATERIAL REQUIREMENTS

AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-53	Airport Lighting Equipment Certification Program Commercial Item Description
A-A-59544	Cable and Wire, Electrical (Power, Fixed Installation) Commercial Item Description
A-A-55809	Insulation Tape, Electrical, Pressure-Sensitive Adhesive, Plastic

ASTM B3	Standard Specification for Soft or Annealed Copper Wire
ASTM B8	Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft
ASTM B33	Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes
ASTM D4388	Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes
FED SPEC J-C-30	Cable and Wire, Electrical (Power, Fixed Installation)
MIL-I-24391	Insulation Tape, Electrical, Plastic, Pressure Sensitive

REFERENCE DOCUMENTS

NFPA-70	National Electrical Code (NEC)
NFPA-780	Standard for the Installation of Lightning Protection Systems
MIL-S-23586F	Performance Specification: Sealing Compound (with Accelerator), Silicone Rubber, Electrical
ANSI/IEEE STD 81	IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

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Item L-110 Airport Underground Electrical Duct Banks and Conduits

DESCRIPTION

110-1.1 This item shall consist of underground electrical conduits and duct banks (single or multiple conduits encased in concrete or buried in sand) installed per this specification at the locations and per the dimensions, designs, and details shown on the plans. This item shall include furnishing and installing of all underground electrical duct banks and individual and multiple underground conduits. It shall also include all turfing trenching, backfilling, removal, and restoration of any paved or turfed areas; concrete encasement, mandrelling, pulling lines, duct markers, plugging of conduits, and the testing of the installation as a completed system ready for installation of cables per the plans and specifications. This item shall also include furnishing and installing conduits, counterpoise conductor, ground rods and connections including all incidentals for providing positive drainage of the system. Verification of existing ducts is incidental to the pay items provided in this specification.

EQUIPMENT AND MATERIALS

110-2.1 General.

a. All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when requested by the Engineer.

b. Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications and acceptable to the Engineer. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the Engineer and replaced with materials that comply with these specifications, at the Contractor's cost.

c. All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise, and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in project that accrue directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Contractor's submittals shall be Electronic PDF, labeled and tabbed by specification section. The Engineer reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes specified in this document.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final

acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

110-2.2 Steel Conduit. Rigid galvanized steel (RGS) conduit and fittings shall be hot dipped galvanized inside and out and conform to the requirements of Underwriters Laboratories Standards 6, 514B, and 1242. All RGS conduits or RGS elbows installed below grade, in concrete, permanently wet locations or other similar environments shall be painted with a 10-mil thick coat of asphaltum sealer or shall have a factory bonded polyvinyl chloride (PVC) cover. Any exposed galvanizing or steel shall be coated with 10 mil of asphaltum sealer. When using PVC coated RGS conduit, care shall be exercised not to damage the factory PVC coating. Damaged PVC coating shall be repaired per the manufacturer's written instructions.

110-2.3 Plastic Conduit. Plastic conduit and fittings-shall conform to the following requirements:

- UL 514B covers W-C-1094-Conduit fittings all types, classes 1 thru 3 and 6 thru 10.
- UL 514C covers W-C-1094- all types, Class 5 junction box and cover in plastic (PVC).
- UL 651 covers W-C-1094-Rigid PVC Conduit, types I and II, Class 4.
- UL 651A covers W-C-1094-Rigid PVC Conduit and high-density polyethylene (HDPE) Conduit type III and Class 4.

Underwriters Laboratories Standards UL-651 and Article 352 of the current National Electrical Code shall be one of the following, as shown on the plans:

a. Type I–Schedule 40 PVC suitable for underground use either direct-buried or encased in concrete.

b. Type II–Schedule 40 PVC suitable for either above ground or underground use.

c. Type III – Schedule 80 PVC suitable for either above ground or underground use either direct-buried or encased in concrete.

d. Type III –HDPE pipe, minimum standard dimensional ratio (SDR) 11, suitable for placement with directional boring under pavement.

The type of solvent cement shall be as recommended by the conduit/fitting manufacturer.

110-2.4 Split Conduit. Split conduit shall be pre-manufactured for the intended purpose and shall be made of steel or plastic.

110-2.5 Conduit Spacers. Conduit spacers shall be prefabricated interlocking units manufactured for the intended purpose. They shall be of double wall construction made of high grade, high density polyethylene complete with interlocking cap and base pads, they shall be designed to accept No. 4 reinforcing bars installed vertically.

110-2.6 Concrete. Concrete shall conform to Item P-610, Structural Portland Cement Concrete, using 1-inch maximum size coarse aggregate with a minimum 28-day compressive strength of 4000 psi. Where reinforced duct banks are specified, reinforcing steel shall conform to ASTM A615 Grade 60. Concrete and reinforcing steel are incidental to the respective pay item of which they are a component part.

110-2.7 Flowable Backfill. Flowable material used to back fill conduit and duct bank trenches shall conform to the requirements of Item P-153, *Controlled Low Strength Material*. Fill shall be designed to achieve a 28-day compressive strength of 200 psi (1.4 MPa) under pavement.

110-2.8 Detectable Warning Tape. Plastic, detectable, American Wood Preservers Association (AWPA) Red (electrical power lines, cables, conduit, and lighting cable) with continuous legend magnetic tape shall be polyethylene film with a metallized foil core and shall be 3-6 inches wide. Detectable tape is incidental to the respective bid item.

CONSTRUCTION METHODS

110-3.1 General. The Contractor shall install underground duct banks and conduits at the approximate locations indicated on the plans. The Engineer shall indicate specific locations as the work progresses, if required to differ from the plans. Duct banks and conduits shall be of the size, material, and type indicated on the plans or specifications. Where no size is indicated on the plans or in the specifications, conduits shall be not less than 2 inches inside diameter or comply with the National Electrical Code based on cable to be installed, whichever is larger. All duct bank and conduit lines shall be laid so as to grade toward access points and duct or conduit ends for drainage. Unless shown otherwise on the plans, grades shall be at least 3 inches per 100 feet. On runs where it is not practicable to maintain the grade all one way, the duct bank and conduit lines shall be graded from the center in both directions toward access points or conduit ends, with a drain into the storm drainage system. Pockets or traps where moisture may accumulate shall be avoided. No duct bank or underground conduit shall be less than 18 inches below finished grade. Where under pavement, the top of the duct bank shall not be less than 18 inches below the subgrade.

The Contractor shall mandrel each individual conduit whether the conduit is direct-buried or part of a duct bank. An iron-shod mandrel, not more than 1/4 inch smaller than the bore of the conduit shall be pulled or pushed through each conduit. The mandrel shall have a leather or rubber gasket slightly larger than the conduit hole.

The Contractor shall swab out all conduits/ducts and clean base can, manhole, pull boxes, etc., interiors IMMEDIATELY prior to pulling cable. Once cleaned and swabbed the light bases, manholes, pull boxes, etc., and all accessible points of entry to the duct/conduit system shall be kept closed except when installing cables. Cleaning of ducts, base cans, manholes, etc., is incidental to the pay item of the item being cleaned. All raceway systems left open, after initial cleaning, for any reason shall be re-cleaned at the Contractor's expense. All accessible points shall be kept closed when not installing cable. The Contractor shall verify existing ducts proposed for use in this project as clear and open. The Contractor shall notify the Engineer of any blockage in the existing ducts.

For pulling the permanent wiring, each individual conduit, whether the conduit is direct-buried or part of a duct bank, shall be provided with a 200-pound test polypropylene pull rope. The ends shall be secured, and sufficient length shall be left in access points to prevent it from slipping back into the conduit. Where spare conduits are installed, as indicated on the plans, the open ends shall be plugged with removable tapered plugs, designed for this purpose.

All conduits shall be securely fastened in place during construction and shall be plugged to prevent contaminants from entering the conduits. Any conduit section having a defective joint shall not be installed. Ducts shall be supported and spaced apart using approved spacers at intervals not to exceed 5 feet.

Unless otherwise shown on the plans, concrete encased duct banks shall be used when crossing under pavements expected to carry aircraft loads, such as runways, taxiways, taxi-lanes, ramps, and aprons. When

under paved shoulders and other paved areas, conduit and duct banks shall be encased using flow-able fill for protection.

All conduits within concrete encasement of the duct banks shall terminate with female ends for ease in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Where turf is well established and the sod can be removed, it shall be carefully stripped and properly stored.

Trenches for conduits and duct banks may be excavated manually or with mechanical trenching equipment unless in pavement, in which case they shall be excavated with mechanical trenching equipment. Walls of trenches shall be essentially vertical so that a minimum of shoulder surface is disturbed. Blades of graders shall not be used to excavate the trench.

When rock is encountered, the rock shall be removed to a depth of at least 3 inches below the required conduit or duct bank depth and it shall be replaced with bedding material of earth or sand containing no mineral aggregate particles that would be retained on a 1/4 inch sieve. Flowable backfill may alternatively be used. The Contractor shall ascertain the type of soil or rock to be excavated before bidding. All such rock removal shall be performed and paid for under Item P-152.

Underground electrical warning (Caution) tape shall be installed in the trench above all underground duct banks and conduits in unpaved areas. Contractor shall submit a sample of the proposed warning tape for approval by the Engineer. If not shown on the plans, the warning tape shall be located 6 inches above the duct/conduit or the counterpoise wire if present.

Joints in plastic conduit shall be prepared per the manufacturer's recommendations for the particular type of conduit. Plastic conduit shall be prepared by application of a plastic cleaner and brushing a plastic solvent on the outside of the conduit ends and on the inside of the couplings. The conduit fitting shall then be slipped together with a quick one-quarter turn twist to set the joint tightly. Where more than one conduit is placed in a single trench, or in duct banks, joints in the conduit shall be staggered a minimum of 2 feet.

Changes in direction of runs exceeding 10 degrees, either vertical or horizontal, shall be accomplished using manufactured sweep bends.

Whether or not specifically indicated on the drawings, where the soil encountered at established duct bank grade is an unsuitable material, as determined by the Engineer, the unsuitable material shall be removed per Item P-152 and replaced with suitable material. Alternatively, additional duct bank supports that are adequate and stable shall be installed, as approved by the Engineer.

All excavation shall be unclassified and shall be considered incidental to the respective L-110 pay item of which it is a component part. Dewatering necessary for duct installation, erosion, and turbidity control, per Federal, state, and local requirements is incidental to its respective pay item as a part of Item L-110. The cost of all excavation regardless of type of material encountered shall be included in the unit price bid for the L-110 Item.

Unless otherwise specified, excavated materials that are deemed by the Engineer to be unsuitable for use in backfill or embankments shall be removed and disposed of offsite.

Any excess excavation shall be filled with suitable material approved by the Engineer and compacted per Item P-152.

It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Where existing active cables cross proposed installations, the Contractor shall ensure that these cables are adequately protected. Where crossings are unavoidable, no splices will be allowed in the existing cables, except as specified on the plans. Installation of new cable where such crossings must occur shall proceed as follows:

a. Existing cables shall be located manually. Unearthed cables shall be inspected to assure absolutely no damage has occurred

b. Trenching, etc., in cable areas shall then proceed with approval of the Engineer, with care taken to minimize possible damage or disruption of existing cable, including careful backfilling in area of cable.

In the event that any previously identified cable is damaged during the course of construction, the Contractor shall be responsible for the complete repair.

110-3.2 Duct Banks. Unless otherwise shown in the plans, duct banks shall be installed so that the top of the concrete envelope is not less than 18 inches below the bottom of the base or stabilized base course layers where installed under runways, taxiways, aprons, or other paved areas, and not less than 18 inches below finished grade where installed in unpaved areas.

Unless otherwise shown on the plans, duct banks under paved areas shall extend at least 3 feet beyond the edges of the pavement or 3 feet beyond any under drains that may be installed alongside the paved area. Trenches for duct banks shall be opened the complete length before concrete is placed so that if any obstructions are encountered, provisions can be made to avoid them. Unless otherwise shown on the plans, all duct banks shall be placed on a layer of concrete not less than 3 inches thick prior to its initial set. The Contractor shall space the conduits not less than 3 inches apart (measured from outside wall to outside wall). All such multiple conduits shall be placed using conduit spacers applicable to the type of conduit. As the conduit laying progresses, concrete shall be placed around and on top of the conduits not less than 3 inches thick unless otherwise shown on the plans. All conduits shall terminate with female ends for ease of access in current and future use. Install factory plugs in all unused ends. Do not cover the ends or plugs with concrete.

Conduits forming the duct bank shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches to anchor the assembly into the earth prior to placing the concrete encasement. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

When specified, the Contractor shall reinforce the bottom side and top of encasements with steel reinforcing mesh or fabric or other approved metal reinforcement. When directed, the Contractor shall supply additional supports where the ground is soft and boggy, where ducts cross under roadways, or where shown on the plans. Under such conditions, the complete duct structure shall be supported on reinforced concrete footings, piers, or piles located at approximately 5-foot intervals.

All pavement surfaces that are to have ducts installed therein shall be neatly saw cut to form a vertical face. All excavation shall be included in the contract with price for the duct.

Install a plastic, detectable, color as noted, 3 to 6 inches wide tape, 8 inches minimum below grade above all underground conduit or duct lines not installed under pavement. Utilize the 3-inch wide tape only for single conduit runs. Utilize the 6-inch wide tape for multiple conduits and duct banks. For duct banks equal to or greater than 24 inches in width, utilize more than one tape for sufficient coverage and identification of the duct bank as required.

When existing cables are to be placed in split duct, encased in concrete, the cable shall be carefully located and exposed by hand tools. Prior to being placed in duct, the Engineer shall be notified so that he may inspect the cable and determine that it is in good condition. Where required, split duct shall be installed as shown on the drawings or as required by the Engineer.

110-3.3 Conduits Without Concrete Encasement. Trenches for single-conduit lines shall be not less than 6 inches nor more than 12 inches wide. The trench for 2 or more conduits installed at the same level shall be proportionately wider. Trench bottoms for conduits without concrete encasement shall be made to conform accurately to grade so as to provide uniform support for the conduit along its entire length.

Unless otherwise shown on the plans, a layer of fine earth material, at least 4 inches thick (loose measurement) shall be placed in the bottom of the trench as bedding for the conduit. The bedding material shall consist of soft dirt, sand, or other fine fill, and it shall contain no particles that would be retained on a 1/4-inch sieve. The bedding material shall be tamped until firm. Flow-able backfill may alternatively be used.

Unless otherwise shown on plans, conduits shall be installed so that the tops of all conduits within the Airport's secured area where trespassing is prohibited are at least 18 inches below the finished grade. Conduits outside the Airport's secured area shall be installed so that the tops of the conduits are at least 24 inches below the finished grade per National Electric Code (NEC), Table 300.5.

When two or more individual conduits intended to carry conductors of equivalent voltage insulation rating are installed in the same trench without concrete encasement, they shall be spaced not less than 3 inches apart (measured from outside wall to outside wall) in a horizontal direction and not less than 6 inches apart in a vertical direction. Where two or more individual conduits intended to carry conductors of differing voltage insulation rating are installed in the same trench without concrete encasement, they shall be placed not less than 3 inches apart (measured from outside wall to outside wall) in a horizontal direction and lot less than 6 inches apart in a vertical direction.

Trenches shall be opened the complete length between normal termination points before conduit is installed so that if any unforeseen obstructions are encountered, proper provisions can be made to avoid them.

Conduits shall be installed using conduit spacers. No. 4 reinforcing bars shall be driven vertically into the soil a minimum of 6 inches to anchor the assembly into the earth while backfilling. For this purpose, the spacers shall be fastened down with locking collars attached to the vertical bars. Spacers shall be installed at 5-foot intervals. Spacers shall be in the proper sizes and configurations to fit the conduits. Locking collars and spacers shall be submitted to the Engineer for review prior to use.

110-3.4 Markers. The location of each end and of each change of direction of conduits and duct banks shall be marked by a concrete slab marker 2 feet square and 4 - 6 inches thick extending approximately one inch above the surface. The markers shall also be located directly above the ends of all conduits or duct banks, except where they terminate in a junction/access structure or building. Each cable or duct run from

a line of lights and signs to the equipment vault must be marked at approximately every 200 feet along the cable or duct run, with an additional marker at each change of direction of cable or duct run.

The Contractor shall impress the word "DUCT" or "CONDUIT" on each marker slab. Impression of letters shall be done in a manner, approved by the Engineer, for a neat, professional appearance. All letters and words must be neatly stenciled. After placement, all markers shall be given one coat of high-visibility orange paint, as approved by the Engineer. The Contractor shall also impress on the slab the number and size of conduits beneath the marker along with all other necessary information as determined by the Engineer. The letters shall be 4 inches high and 3 inches wide with width of stroke 1/2 inch and 1/4-inch-deep or as large as the available space permits. Furnishing and installation of duct markers is incidental to the respective duct pay item.

110-3.5 Backfilling for Conduits. For conduits, 8 inches of sand, soft earth, or other fine fill (loose measurement) shall be placed around the conduits ducts and carefully tamped around and over them with hand tampers. The remaining trench shall then be backfilled and compacted per Item P-152 "Excavation and Embankment" except that material used for back fill shall be select material not larger than 4 inches in diameter.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during back filling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the Engineer.

110-3.6 Backfilling for Duct Banks. After the concrete has cured, the remaining trench shall be backfilled and compacted per Item P-152 *Excavation and Embankment* except that the material used for backfill shall be select material not larger than 4 inches in diameter. In addition to the requirements of P-152, where duct banks are installed under pavement, one moisture/density test per lift shall be made for each 250 linear feet of duct bank or one work period's construction, whichever is less.

Flowable backfill may alternatively be used.

Trenches shall not contain pools of water during backfilling operations.

The trench shall be completely backfilled and tamped level with the adjacent surface; except that, where sod is to be placed over the trench, the backfilling shall be stopped at a depth equal to the thickness of the sod to be used, with proper allowance for settlement.

Any excess excavated material shall be removed and disposed of per instructions issued by the Engineer.

110-3.7 Restoration. All areas disturbed by the work shall be restored to its original condition. The Contractor shall be held responsible for maintaining all disturbed surfaces and replacements until final acceptance. All restoration shall be considered incidental to the respective L-110 pay item. Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD) and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

METHOD OF MEASUREMENT

110-4.1 Underground conduits and duct banks shall be measured by the linear feet of conduits and duct banks installed, including encasement, counterpoise conductor, ground rods and connections, locator tape, trenching and backfill with designated material, and for drain lines, the termination at the drainage structure, all measured in place, completed, and accepted. Separate measurement shall be made for the various types and sizes.

BASIS OF PAYMENT

110-5.1 Payment will be made at the contract unit price per linear foot for each type and size of conduit and duct bank completed and accepted, including trench and backfill with the designated material, and, for drain lines, the termination at the drainage structure. This price shall be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item per the provisions and intent of the plans and specifications.

Payment will be made under:

Item L-110-5.1	Single-way, (1) - 2" Conduit, Direct Earth Buried with Counterpoise – per Linear Foot

MATERIAL REQUIREMENTS

Advisory Circular

AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

ASTM International (ASTM)

ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM D1556	Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
ASTM D1557	Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3(2,700 Kn-m/m^3))
ASTM D2167	Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method
ASTM D2922	Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)

NFPA-70	National Electrical Code (NEC)
Underwriters Laboratories Standard 6	Electrical Rigid Metal Conduit – Steel
Underwriters Laboratories Standard 514B	Conduit, Tubing, and Cable Fittings
Underwriters Laboratories Standard 514C	Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers
Underwriters Laboratories Standard 1242	Electrical Intermediate Metal Conduit Steel
Underwriters Laboratories Standard 651	Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings
Underwriters Laboratories Standard 651A	Type EB and A Rigid PVC Conduit and HDPE Conduit

END OF ITEM L-110

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Item L-115 Electrical Manholes and Junction Structures

DESCRIPTION

115-1.1 This item shall consist of electrical manholes and junction structures (hand holes, pull boxes, junction cans, etc.) installed per this specification, at the indicated locations and conforming to the lines, grades and dimensions shown on the plans or as required by the Engineer. This item shall include the installation of each electrical manhole and/or junction structures with all associated excavation, backfilling, sheeting and bracing, concrete, reinforcing steel, ladders, appurtenances, testing, dewatering and restoration of surfaces to the satisfaction of the Engineer.

EQUIPMENT AND MATERIALS

115-2.1 General.

All equipment and materials covered by referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification when so requested by the Engineer.

Manufacturer's certifications shall not relieve the Contractor of the responsibility to provide materials per these specifications. Materials supplied and/or installed that do not comply with these specifications shall be removed (when directed by the Engineer) and replaced with materials that comply with these specifications at the Contractor's cost.

All materials and equipment used to construct this item shall be submitted to the Engineer for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise, and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify products or models applicable to this project. Indicate all optional equipment and delete any non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment to which they apply on each submittal sheet. Markings shall be made bold and clear with arrows or circles (highlighting is not acceptable). The Contractor is solely responsible for delays in the project that may accrue directly or indirectly from late submissions or resubmissions of submittals.

The data submitted shall be sufficient, in the opinion of the Engineer, to determine compliance with the plans and specifications. The Contractor's submittals shall be Electronic PDF, labeled and tabbed by specification section. The Engineer reserves the right to reject any and all equipment, materials or procedures that do not meet the system design and the standards and codes, specified in this document.

All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from the date of final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

115-2.2 Concrete structures. Cast-in-place concrete structures are not used.

Provide precast concrete structures where shown on the plans. Precast concrete structures shall be an approved standard design of the manufacturer. Precast units shall have mortar or bitumastic sealer placed between all joints to make them watertight. The structure shall be designed to withstand **100,000** lbs. aircraft loads, unless otherwise shown on the plans. Openings or knockouts shall be provided in the structure as detailed on the plans.

Threaded inserts and pulling eyes shall be cast in as shown.

If the Contractor chooses to propose a different structural design, signed and sealed shop drawings, design calculations, and other information requested by the Engineer shall be submitted by the Contractor to allow for a full evaluation by the Engineer. The Engineer shall review per the process defined in the General Provisions.

115-2.3 Junction Boxes. Junction boxes shall be L-867 Class 1 (non-load bearing) or L-868 Class 1 (load bearing) airport light bases that are encased in concrete. The light bases shall have a galvanized steel blank cover, gasket, and stainless steel or coated steel hardware per FAA Engineering Brief (EB) #83. Covers shall be 3/8-inch thickness for L-867 and 3/4-inch thickness for L-868.

115-2.4 Mortar. The mortar shall be composed of one part of Portland cement and two parts of mortar sand, by volume. The Portland cement shall be per the requirements in ASTM C150, Type I. The sand shall be per the requirements in ASTM C144. Hydrated lime may be added to the mixture of sand and cement in an amount not to exceed 15% of the weight of cement used. The hydrated lime shall meet the requirements of ASTM C6. Water shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

115-2.5 Concrete. All concrete used in structures shall conform to the requirements of Item P-610, Structural Portland Cement Concrete.

115-2.6 Frames and Covers. The frames shall conform to one of the following requirements:

a.	ASTM A48	Gray iron castings
b.	ASTM A47	Malleable iron castings
c.	ASTM A27	Steel castings
d.	ASTM A283, Grade D	Structural steel for grates and frames
e.	ASTM A536	Ductile iron castings
f.	ASTM A897	Austempered ductile iron castings

All castings specified shall withstand a maximum tire pressure of **125** psi and maximum load of **100,000** lbs.

All castings or structural steel units shall conform to the dimensions shown on the plans and shall be designed to support the loadings specified.

Each frame and cover unit shall be provided with fastening members to prevent it from being dislodged by traffic, but which will allow easy removal for access to the structure.

All castings shall be thoroughly cleaned. After fabrication, structural steel units shall be galvanized to meet the requirements of ASTM A123.

Each cover shall have the word "**ELECTRIC**" or other approved designation cast on it. Each frame and cover shall be as shown on the plans or approved equivalent. No cable notches are required.

Each manhole shall be provided with a "**DANGER -- PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER**" safety warning sign as detailed in the Contract Documents and in accordance with OSHA 1910.146 (c)(2).

115-2.7 Ladders. Ladders, if specified, shall be galvanized steel or as shown on the plans.

115-2.8 Reinforcing Steel. All reinforcing steel shall be deformed bars of new billet steel meeting the requirements of ASTM A615, Grade 60.

115-2.9 Bedding/Special Backfill. Bedding or special backfill shall be as shown on the plans.

115-2.10 Flowable Backfill. Flowable material used to backfill shall conform to the requirements of Item P-153, Controlled Low Strength Material.

115-2.11 Cable Racks. Cable Racks shall be of non-conductive plastic. Cable racks shall be located as shown on the plans.

115-2.12 Plastic Conduit. Plastic conduit shall comply with Item L-110, *Airport Underground Electrical Duct Banks and Conduits*.

115-2.13 Conduit Terminators. Conduit terminators shall be pre-manufactured for the specific purpose and sized as required or as shown on the plans.

115-2.14 Pulling-In Irons. Pulling-in irons shall be manufactured with 7/8-inch diameter hot-dipped galvanized steel or stress-relieved carbon steel roping designed for concrete applications (7 strand, 1/2 inch diameter with an ultimate strength of 270,000 psi (1862 MPa)). Where stress-relieved carbon steel roping is used, a rustproof sleeve shall be installed at the hooking point and all exposed surfaces shall be encapsulated with a polyester coating to prevent corrosion.

115-2.15 Ground Rods. Ground rods shall be one piece, copper clad. The ground rods shall be of the length and diameter specified on the plans, but in no case shall they be less than 10 feet long nor less than ¾ inch in diameter.

CONSTRUCTION METHODS

115-3.1 Unclassified Excavation. It is the Contractor's responsibility to locate existing utilities within the work area prior to excavation. Damage to utility lines, through lack of care in excavating, shall be repaired or replaced to the satisfaction of the Engineer without additional expense to the Owner.

The Contractor shall perform excavation for structures and structure footings to the lines and grades or elevations shown on the plans or as staked by the Engineer. The excavation shall be of sufficient size to permit the placing of the full width and length of the structure or structure footings shown.

All excavation shall be unclassified and shall be considered incidental to the respective L-115 pay item of which it is a component part. Dewatering necessary for L-115 structure installation, erosion and turbidity control, per Federal, state, and local requirements is incidental to its respective pay item as a part of Item L-115. The cost of all excavation regardless of type of material encountered, shall be included in the unit price bid for the L-115 Item.

Boulders, logs and all other objectionable material encountered in excavation shall be removed. All rock and other hard foundation material shall be cleaned of all loose material and cut to a firm surface either level, stepped or serrated, as directed by the Engineer. All seams, crevices, disintegrated rock and thin strata shall be removed. When concrete is to rest on a surface other than rock, special care shall be taken not to disturb the bottom of the excavation. Excavation to final grade shall not be made until just before the concrete or reinforcing is to be placed.

The Contractor shall provide all bracing, sheeting and shoring necessary to implement and protect the excavation and the structure as required for safety or conformance to governing laws. The cost of bracing, sheeting, and shoring shall be included in the unit price bid for the structure.

Unless otherwise provided, bracing, sheeting and shoring involved in the construction of this item shall be removed by the Contractor after the completion of the structure. Removal shall be effected in a manner that will not disturb, or mar finished masonry. The cost of removal shall be included in the unit price bid for the structure.

After each excavation is completed, the Contractor shall notify the Engineer. Structures shall be placed after the Engineer has approved the depth of the excavation and the suitability of the foundation material.

Prior to installation the Contractor shall provide a minimum of 12 inches of ¾" gravel or a material approved by the Engineer as a suitable base to receive the structure. The base material shall be compacted and graded level and at proper elevation to receive the structure in proper relation to the conduit grade or ground cover requirements, as indicated on the plans.

115-3.2 Concrete Structures. Concrete structures shall be built on prepared foundations conforming to the dimensions and form indicated on the plans. The concrete and construction methods shall conform to the requirements specified in Item P-610. Any reinforcement required shall be placed as indicated on the plans and shall be approved by the Engineer before the concrete is placed.

115-3.3 Precast Unit Installations. Precast units shall be installed plumb and true. Joints shall be made watertight by use of sealant at each tongue-and-groove joint and at roof of manhole. Excess sealant shall be removed and severe surface projections on exterior of neck shall be removed.

115-3.4 Placement and Treatment of Castings, Frames and Fittings. All castings, frames and fittings shall be placed in the positions indicated on the Plans or as directed by the Engineer and shall be set true to line and to correct elevation. If frames or fittings are to be set in concrete or cement mortar, all anchors or bolts shall be in place and position before the concrete or mortar is placed. The unit shall not be disturbed until the mortar or concrete has set.

Field connections shall be made with bolts, unless indicated otherwise. Welding will not be permitted unless shown otherwise on the approved shop drawings and written permission is granted by the casting manufacturer. Erection equipment shall be suitable and safe for the workman. Errors in shop fabrication or deformation resulting from handling and transportation that prevent the proper assembly and fitting of

parts shall be reported immediately to the Engineer and approval of the method of correction shall be obtained. Approved corrections shall be made at Contractor's expense.

Anchor bolts and anchors shall be properly located and built into connection work. Bolts and anchors shall be preset by the use of templates or such other methods as may be required to locate the anchors and anchor bolts accurately.

Pulling-in irons shall be located opposite all conduit entrances into structures to provide a strong, convenient attachment for pulling-in blocks when installing cables. Pulling-in irons shall be set directly into the concrete walls of the structure.

115-3.5 Installation of Ladders. Not Used.

115-3.6 Removal of Sheeting and Bracing. In general, all sheeting and bracing used to support the sides of trenches or other open excavations shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a structure shall be withdrawn, unless otherwise directed, before more than 6 inches of material is placed above the top of the structure and before any bracing is removed. Voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The Engineer may order the Contractor to delay the removal of sheeting and bracing if, in his judgment, the installed work has not attained the necessary strength to permit placing of backfill.

115-3.7 Backfilling. After a structure has been completed, the area around it shall be backfilled in horizontal layers not to exceed 6 inches in thickness measured after compaction to the density requirements in Item P-152. Each layer shall be deposited all around the structure to approximately the same elevation. The top of the fill shall meet the elevation shown on the plans or as directed by the Engineer.

Backfill shall not be placed against any structure until permission is given by the Engineer. In the case of concrete, such permission shall not be given until tests made by the laboratory under supervision of the Engineer establish that the concrete has attained sufficient strength to provide a factor of safety against damage or strain in withstanding any pressure created by the backfill or the methods used in placing it.

Where required, the Engineer may direct the Contractor to add, at his own expense, sufficient water during compaction to assure a complete consolidation of the backfill. The Contractor shall be responsible for all damage or injury done to conduits, duct banks, structures, property, or persons due to improper placing or compacting of backfill.

115-3.8 Connection of Duct Banks. To relieve stress of joint between concrete-encased duct banks and structure walls, reinforcement rods shall be placed in the structure wall and shall be formed and tied into duct bank reinforcement at the time the duct bank is installed.

115-3.9 Grounding. A ground rod shall be installed in the floor of all concrete structures so that the top of rod extends 6 inches above the floor. The ground rod shall be installed within one foot of a corner of the concrete structure. Ground rods shall be installed prior to casting the bottom slab. Where the soil condition does not permit driving the ground rod into the earth without damage to the ground rod, the Contractor shall drill a 4-inch diameter hole into the earth to receive the ground rod. The hole around the ground rod shall be filled throughout its length, below slab, with Portland cement grout. Ground rods shall be installed in precast bottom slab of structures by drilling a hole through bottom slab and installing the

ground rod. Bottom slab penetration shall be sealed watertight with Portland cement grout around the ground rod.

A grounding bus of 4/0 bare stranded copper shall be exothermically bonded to the ground rod and loop the concrete structure walls. The ground bus shall be a minimum of one foot above the floor of the structure and separate from other cables. No. 2 American wire gauge (AWG) bare copper pigtails shall bond the grounding bus to all cable trays and other metal hardware within the concrete structure. Connections to the grounding bus shall be exothermic. If an exothermic weld is not possible, connections to the grounding bus shall be made by using connectors approved for direct burial in soil or concrete per UL 467. Hardware connections may be mechanical, using a lug designed for that purpose.

115-3.10 Cleanup and Repair. After erection of all galvanized items, damaged areas shall be repaired by applying a liquid cold-galvanizing compound per MIL-P-21035. Surfaces shall be prepared, and compound applied per the manufacturer's recommendations.

Prior to acceptance, the entire structure shall be cleaned of all dirt and debris.

115-3.11 Restoration. After the backfill is completed, the Contractor shall dispose of all surplus material, dirt, and rubbish from the site. The Contractor shall restore all disturbed areas equivalent to or better than their original condition. All sodding, grading and restoration shall be considered incidental to the respective L-115 pay item.

The Contractor shall grade around structures as required to provide positive drainage away from the structure.

Areas with special surface treatment, such as roads, sidewalks, or other paved areas shall have the backfill compacted to match surrounding areas, and surfaces shall be repaired using materials comparable to original materials.

Following restoration of all trenching near airport movement surfaces, the Contractor shall thoroughly visually inspect the area for foreign object debris (FOD) and remove any such FOD that is found. This FOD inspection and removal shall be considered incidental to the pay item of which it is a component part.

After all work is completed, the Contractor shall remove all tools and other equipment, leaving the entire site free, clear and in good condition.

115-3.12 Inspection. Prior to final approval, the electrical structures shall be thoroughly inspected for conformance with the plans and this specification. Any indication of defects in materials or workmanship shall be further investigated and corrected. The earth resistance to ground of each ground rod shall not exceed 25 ohms. Each ground rod shall be tested using the fall-of-potential ground impedance test per American National Standards Institute / Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81. This test shall be performed prior to establishing connections to other ground electrodes.

METHOD OF MEASUREMENT

115-4.1 Electrical manholes and junction structures shall be measured by each unit completed in place and accepted. The following additional items are specifically included in each unit:

- All Required Excavation, Dewatering
- Sheeting and Bracing
- All Required Backfilling with On-Site Materials
- Restoration of All Surfaces and Finished Grading, Sodding
- All Required Connections
- Dewatering If Required
- Temporary Cables and Connections
- Ground Rod Testing

BASIS OF PAYMENT

115-5.1 The accepted quantity of electrical manholes and junction structures will be paid for at the Contract unit price per each, complete and in place. This price shall be full compensation for furnishing all materials and for all preparation, excavation, backfilling and placing of the materials, furnishing and installation of appurtenances and connections to duct banks and other structures as may be required to complete the item as shown on the plans and for all labor, equipment, tools and incidentals necessary to complete the structure.

Payment will be made under:

Item L-115-5.1	New L-867B Junction Can / Light Base with Blank Cover and Gasket – per Each
Item L-115-5.2	New 3" L-867B Base Can Extension on Existing Light Base with Concrete Surround for Raising Low Edge Light Bases – per Each

MATERIAL REQUIREMENTS

ANSI/IEEE STD 81 IEEE Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System

Advisory Circular

(AC) 150/5345-7	Specifications for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-53	Airport Lighting Equipment Certification Program

Commercial Item Description

A-A 59544	Cable and Wire, Electrical (Power, Fixed Installation)
ASTM A27	Standard Specification for Steel Castings, Carbon, for General Application
ASTM A47	Standard Specification for Ferritic Malleable Iron Castings
ASTM A48	Standard Specification for Gray Iron Castings
ASTM A123	Standard Specification for Zinc (Hot Dip Galvanized) Coatings on Iron and Steel Products
ASTM A283	Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
ASTM A536	Standard Specification for Ductile Iron Castings
ASTM A615	Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
ASTM A897	Standard Specification for Austempered Ductile Iron Castings
ASTM C144	Standard Specification for Aggregate for Masonry Mortar
ASTM C150	Standard Specification for Portland Cement
ASTM C206	Standard Specification for Finishing Hydrated Lime
FAA EB #83	In Pavement Light Fixture Bolts
MIL-P-21035	Paint High Zinc Dust Content, Galvanizing Repair
NFPA-70	National Electrical Code (NEC)

END OF ITEM L-115

Item L-125 Installation of Airport Lighting Systems

DESCRIPTION

125-1.1 This item shall consist of airport lighting systems furnished and installed in accordance with this specification, the referenced specifications, and the applicable advisory circulars (ACs). The systems shall be installed at the locations and in accordance with the dimensions, design, and details shown in the plans. This item shall include the furnishing of all equipment, materials, services, and incidentals necessary to place the systems in operation as completed units to the satisfaction of the RPR.

EQUIPMENT AND MATERIALS

125-2.1 General.

a. Airport lighting equipment and materials covered by Federal Aviation Administration (FAA) specifications shall be certified under the Airport Lighting Equipment Certification Program in accordance with AC 150/5345-53, current version. FAA certified airfield lighting shall be compatible with each other to perform in compliance with FAA criteria and the intended operation. If the Contractor provides equipment that does not performs as intended because of incompatibility with the system, the Contractor assumes all costs to correct the system for to operate properly.

b. Manufacturer's certifications shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not comply with these specifications shall be removed, when directed by the RPR and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

c. All materials and equipment used shall be submitted to the RPR for approval prior to ordering the equipment. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Clearly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be clearly made with arrows or circles (highlighting is not acceptable). The Contractor shall be responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

d. The data submitted shall be sufficient, in the opinion of the RPR, to determine compliance with the plans and specifications. The Contractor's submittals shall be submitted in electronic PDF format, tabbed by specification section. The RPR reserves the right to reject any or all equipment, materials or procedures, which, in the RPR's opinion, does not meet the system design and the standards and codes, specified herein.

e. All equipment and materials furnished and installed under this section shall be guaranteed against defects in materials and workmanship for a period of at least twelve (12) months from final acceptance by the Owner. The defective materials and/or equipment shall be repaired or replaced, at the Owner's discretion, with no additional cost to the Owner.

f. All LED light fixtures, with the exception of obstruction lighting (AC 150/5345-43) must be warranted by the manufacturer for a minimum of 4 years after date of installation inclusive of all electronics. Obstruction lighting warranty is set by the individual manufacturer.

125-2.2 Conduit/Duct. Conduit shall conform to Specification Item L-110 Airport *Underground Electrical Duct Banks and Conduits*.

125-2.3 Cable and Counterpoise. Cable and Counterpoise shall conform to Item L-108 *Underground Power Cable for Airports.*

125-2.4 Tape. Rubber and plastic electrical tapes shall be Scotch Electrical Tape Numbers 23 and 88 respectively, as manufactured by 3M Company or an approved equal.

125-2.5 Cable Connections. Cable Connections shall conform to Item L-108 *Installation of Underground Cable for Airports*.

125-2.6 Retroreflective Markers. Not required

125-2.7 Runway and Taxiway Lights. Runway and taxiway lights shall conform to the requirements of AC 150/5345-46. Lamps shall be LED or of size and type indicated, or as required by fixture manufacturer for each lighting fixture required under this contract. Filters shall be of colors conforming to the specification for the light concerned or to the standard referenced.

LIGHTS

Type	Class	Mode	Style	Option	Base	Filter	Transformer	Notes
L-861(L)	2 – Base Mounted	1 - 6.6A	N/A	4 – (Mounting Hardware)	L-867 1.5" Threaded Frangible Coupling	White LEDs (Globes) Glass	10/15W	MIRL LED (Edge) Omnidirectional W/W 14" Height
L-861(L)	2 – Base Mounted	1 – 6.6A	N/A	4 – (Mounting Hardware)	L-867 1.5" Threaded Frangible Coupling	White/Yellow LEDs (Globes) Glass	10/15W	MIRL LED (Edge) Bidirectional W/Y 14" Height
L-861E(L)	2 – Base Mounted	1 – 6.6A	N/A	4 – (Mounting Hardware)	L-867 1.5" Threaded Frangible Coupling	Red/Red LEDs (Globes) Glass	10/15W	MIRL LED (Threshold) Bidirectional R/R 14" Height
L-861E(L)	2 – Base Mounted	1 – 6.6A	N/A	4 – (Mounting Hardware)	L-867 1.5" Threaded Frangible Coupling	Red/Green LEDs (Globes) Glass	10/15W	MIRL LED (Threshold) Bidirectional R/G 14" Height
L-861E(L)	2 – Base Mounted	1 – 6.6A	N/A	4 – (Mounting Hardware)	L-867 1.5" Threaded Frangible Coupling	White/Green LEDs & Globes Glass	10/15W	MIRL LED (Displaced Threshold) Bidirectional W/G 14" Height

Type	Class	Mode	Style	Option	Base	Filter	Transformer	Notes
L-861E(L)	2 – Base Mounted	1 – 6.6A	N/A	4 – (Mounting Hardware)	L-867 1.5" Threaded Frangible Coupling	Green/Obscured LEDs & Globes Glass	10/15W	MIRL LED (Displaced Threshold) Unidirectional G/Obscured 14" Height

125-2.8 Runway and Taxiway Signs. Runway and Taxiway Guidance Signs should conform to the requirements of AC 150/5345-44. The Airport has expressed that Lumacurve Signs are preferred over cabinet style signs.

SIGNS

Type	Size	Style	Class	Mode	Notes
L-858Y L-858L L-858R	1	2	2	2	Lumacurve LED Modular Refer to Plans
L-858Y L-858L L-858R	2	2	2	2	Lumacurve LED Modular Refer to Plans

125-2.9 Runway End Identifier Light (REIL). Not Required

125-2.10 Precision Approach Path Indicator (PAPI). Not Required

125-2.11 Circuit Selector Cabinet. Not Required

125-2.12 Light Base and Transformer Housings. Light Base and Transformer Housings should conform to the requirements of AC 150/5345-42. Light bases shall be Type L-867 Class 1A, Size B shall be provided as indicated or as required to accommodate the fixture or device installed thereon. All light bases and transformer housings shall be furnished with ¾" drain holes, internal and external grounding tabs and 2" grommeted conduit openings, in accordance with the Plans. Shallow bases may be required where drainage culverts conflict with placement.

Base plates, cover plates, and adapter plates shall be provided to accommodate various sizes of fixtures. All bolts used for securing light fixtures and covers to light bases shall be stainless steel, installed with anti-seize compound.

125-2.13 Isolation Transformers. Isolation Transformers shall be Type L-830, size as required for each installation. Transformer shall conform to AC 150/5345-47.

INSTALLATION

125-3.1 Installation. The Contractor shall furnish, install, connect and test all equipment, accessories, conduit, cables, wires, buses, grounds and support items necessary to ensure a complete and operable airport lighting system as specified here and shown in the plans.

The equipment installation and mounting shall comply with the requirements of the National Electrical Code and state and local code agencies having jurisdiction.

The Contractor shall install the specified equipment in accordance with the applicable advisory circulars and the details shown on the plans.

125-3.2 Testing. All lights shall be fully tested by continuous operation for not less than 24 hours as a completed system prior to acceptance. The test shall include operating the constant current regulator in each step not less than 10 times at the beginning and end of the 24-hour test. The fixtures shall illuminate properly during each portion of the test.

125-3.3 Shipping and Storage. Equipment shall be shipped in suitable packing material to prevent damage during shipping. Store and maintain equipment and materials in areas protected from weather and physical damage. Any equipment and materials, in the opinion of the RPR, damaged during construction or storage shall be replaced by the Contractor at no additional cost to the owner. Painted or galvanized surfaces that are damaged shall be repaired in accordance with the manufacturer's recommendations.

125-3.4 Elevated and In-pavement Lights. Water, debris, and other foreign substances shall be removed prior to installing fixture base and light.

A jig or holding device shall be used when installing each light fixture to ensure positioning to the proper elevation, alignment, level control, and azimuth control. Light fixtures shall be oriented with the light beams parallel to the runway or taxiway centerline and facing in the required direction. The outermost edge of fixture shall be level with the surrounding pavement. Surplus sealant or flexible embedding material shall be removed. The holding device shall remain in place until sealant has reached its initial set.

If applicable, bolts used to secure in-pavement light fixtures to L-868 bases shall be of sufficient length to provide full thread engagement through all spacer rings (3 maximum), flanges and multi-hole adapter rings with at least three threads exposed at bottom of base can flange, torqued to 12.5ft pounds.

METHOD OF MEASUREMENT

125-4.1 Runway lights will be measured by the number of each type installed as completed units in place, ready for operation, and accepted by the RPR. New LED runway edge lights will be required to be installed in one scheduled and coordinated shift as a cutover to replace existing incandescent fixtures.

Guidance signs and sign panels will be measured by the number of each type and size installed as completed units, in place, ready for operation, and accepted by the RPR.

New sign ground rods and conductors at existing sign bases will be measured by the number of each, installed and connected to new signs, in place, ready for operation, and accepted by the RPR. Bid Items that state "If Required" are intended to receive a bid price from Contractor and is only billable if needed, to prevent change orders, based on existing unknown field conditions.

New concrete sign base extensions at existing sign bases will be measured by the number of each, formed, doweled and poured to existing bases, in place, ready for operation, and accepted by the RPR. Bid Items

that state "If Required" are intended to receive a bid price from Contractor and is only billable if needed, to prevent change orders, based on existing unknown field conditions or requirements due to differing sign Manufacturers.

New Spare L-861(L) LED Runway lights w/ Stems, Frangible couplings and Isolation Transformers will be measured by the number of each type supplied to Airfield Maintenance as complete units, ready for operation, and accepted by the RPR and Airport at project end.

BASIS OF PAYMENT

125-5.1 Payment will be made at the Contract unit price for each complete runway or taxiway light, guidance sign or reflective marker installed by the Contractor and accepted by the RPR. This payment will be full compensation for furnishing all materials and for all preparation, assembly, and installation of these materials, and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

Item L-125-5.1	New L-852D(L) LED Medium Intensity Runway Edge Light (W/W) on Existing L-868 Light Base - Per Each
Item L-125-5.2	New L-858 Size 2, 1-Module Airfield Guidance Sign and Isolation Transformer, on New Concrete Sign Base - Per Each
Item L-125-5.3	New L-858 Size 2, 1-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor - Per Each
Item L-125-5.4	New L-858 Size 1, 2-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base - Per Each
Item L-125-5.5	New L-858 Size 1, 2-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor - Per Each
Item L-125-5.6	New L-858 Size 2, 2-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base - Per Each
Item L-125-5.7	New L-858 Size 2, 2-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor - Per Each
Item L-125-5.8	New L-858 Size 2, 3-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base - Per Each
Item L-125-5.9	New L-858 Size 2, 3-Module Airfield Guidance Sign and Isolation Transformer on Existing Extended Concrete Sign Base with New Sign Ground Rod and Conductor - Per Each
Item L-125-5.10	New L-858 Size 1, 4-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base - Per Each
Item L-125-5.11	New L-858 Size 2, 4-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor - Per Each
Item L-125-5.12	New L-858 Size 2, 4-Module Airfield Guidance Sign and Isolation Transformer on Existing Extended Concrete Sign Base with New Sign Ground Rod and Conductor - Per Each

Item L-125-5.13	36" Concrete Sign Base Extension, Installed On Existing Sign Base (if Required) - Per Each
Item L-125-5.14	Install and Connect New Sign Ground w/ Rod at New Sign on Existing Base (If Required) - Per Each
Item L-125-5.15	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/W) and Isolation Transformer on New L-867 Base Can - Per Each
Item L-125-5.16	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/W) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket - Per Each
Item L-125-5.17	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/Y) and Isolation Transformer on New L-867 Base Can - Per Each
Item L-125-5.18	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/Y) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket - Per Each
Item L-125-5.19	New Elevated L-861(L) LED Runway Edge Light (Bi-Directional R/R) and Isolation Transformer on New L-867 Base Can - Per Each
Item L-125-5.20	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/R) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket - Per Each
Item L-125-5.21	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional W/G) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket - Per Each
Item L-125-5.22	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/G) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket - Per Each
Item L-125-5.23	New Elevated L-861E(L) LED Runway End / Threshold Light (Uni-Directional G/Obscure) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket - Per Each
Item L-125-5.24	New L-861(L) LED Runway Edge Light (Omni-Directional W/W) w/ Stems, Frangible Couplings and Isolation Transformers (Spares) - Per Each
Item L-125-5.25	New Elevated L-861(L) LED Runway Edge Light (Bi-Directional W/Y) w/ Stems, Frangible Couplings and Isolation Transformers (Spares) - Per Each
Item L-125-5.26	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/R) w/ Stems, Frangible Couplings and Isolation Transformers (Spares) - Per Each
Item L-125-5.27	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional W/G) w/ Stems, Frangible Couplings and Isolation Transformers (Spares) - Per Each
Item L-125-5.28	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/G) w/ Stems, Frangible Couplings and Isolation Transformers (Spares) - Per Each

Item L-125-5.29	New Elevated L-861E(L) LED Runway End / Threshold Light (Uni-Directional G/Obscure) w/ Stems, Frangible Couplings and Isolation Transformers (Spares) - Per Each

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5340-18	Standards for Airport Sign Systems
AC 150/5340-26	Maintenance of Airport Visual Aid Facilities
AC 150/5340-30	Design and Installation Details for Airport Visual Aids
AC 150/5345-5	Circuit Selector Switch
AC 150/5345-7	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
AC 150/5345-26	Specification for L-823 Plug and Receptacle, Cable Connectors
AC 150/5345-28	Precision Approach Path Indicator (PAPI) Systems
AC 150/5345-39	Specification for L-853, Runway and Taxiway Retroreflective Markers
AC 150/5345-42	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
AC 150/5345-44	Specification for Runway and Taxiway Signs
AC 150/5345-46	Specification for Runway and Taxiway Light Fixtures
AC 150/5345-47	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
AC 150/5345-51	Specification for Discharge-Type Flashing Light Equipment
AC 150/5345-53	Airport Lighting Equipment Certification Program

Engineering Brief (EB)

EB No. 67	Light Sources Other than Incandescent and Xenon for Airport and Obstruction Lighting Fixtures

END OF ITEM L-125

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CONSTRUCTION SAFETY & PHASING PLAN

Prescott Regional Airport
RW '12-30' Electrical Improvements

PRC Project No: 25602
Dibble Project No.: 1023143.15
FAA Grant No.: 3-04-003-059-2025

Prepared For: City of Prescott

January 9, 2025

CITY OF PRESCOTT
ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

DIBBLE

Construction Safety & Phasing Plan

Prescott Regional Airport

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Prepared For:
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Dibble

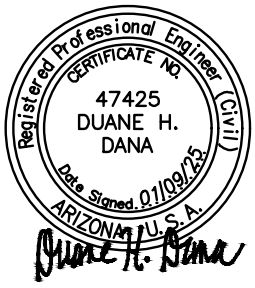


Table of Contents

1. PROJECT OVERVIEW 1

2. COORDINATION 1
   - 2.1 Contractor Progress Meeting 2
   - 2.2 Scope or Schedule Changes 2
   - 2.3 FAA/ATO Coordination 2

3. PHASING 2
   - 3.1 Phase Elements 2
   - 3.2 Construction Safety Drawings 3
   - 3.3 Runway Nighttime Closures 3

4. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION 4
   - 4.1 Affected Areas on the Airfield 4
   - 4.2 Mitigation of Affects 5

5. PROTECTION OF NAVAIDS 6
   - 5.1 NAVAID Critical Areas 6
   - 5.2 Effects of Construction on NAVAID Performance 6
   - 5.3 Protection of NAVAID Facilities 6
   - 5.4 Required Distance from NAVAIDs to Construction Areas 6

6. CONTRACTOR ACCESS 6
   - 6.1 General Items 6
   - 6.2 Location of Stored Construction Equipment 9
   - 6.3 Vehicle & Pedestrian Operations 9

7. WILDLIFE MANAGEMENT 11
   - 7.1 Trash 11
   - 7.2 Standing Water 11
   - 7.3 Tall Grass & Weeds 11
   - 7.4 Poorly Maintained Fencing and Gates 12
   - 7.5 Disruption of Existing Wildlife Habitat 12
   - 7.6 Airport Wildlife Management Procedures 12

8. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT 12

9. HAZARDOUS MATERIAL MANAGEMENT 12

10. NOTIFICATIONS OF CONSTRUCTION ACTIVITIES 13
    - 10.1 Maintenance of a List of Responsible Representative/Points of Contact 13
    - 10.2 Local ATO/Technical Operations Personnel 13
    - 10.3 ATCT Managers on Duty 13
    - 10.4 Authorized Representatives to the FAA's Operational Control Center (OCC) 13
    - 10.5 Notice to Air Missions (NOTAM) 13
    - 10.6 OCC Notification About Closed and/or Hazardous Conditions on the Airfield 13
    - 10.7 Emergency Notification Procedures 14
    - 10.8 Coordination with ARFF for Non-Emergency Issues 14
    - 10.9 Notification to the FAA and Airport Users 14
    - 10.10 FAA Notification Under CFR Parts 77 and 157 14

10.11 FAA Reimbursable Agreements 14
10.12 Affected Instrument Approach Procedures 14

11. INSPECTION REQUIREMENTS 14
11.1 Daily and Interim Inspections 14
11.2 Final Inspections 15
11.3 Inspection Checklist 15

12. UNDERGROUND UTILITIES 15

13. PENALTIES 15

14. SPECIAL CONDITIONS 16

15. RUNWAY & TAXIWAY VISUAL AIDS 17
15.1 General 17
15.2 Markings 17
15.3 Lighting and Visual Aids 17
15.4 Signs 17

16. MARKING & SIGNS FOR ACCESS ROUTES 17

17. HAZARD MARKING & LIGHTING 18
17.1 General 18
17.2 Barricades 18

18. WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION 19

19. PROTECTION OF RSA'S, TSA'S, OFA'S, OFZ'S, AND APPROACH/ DEPARTURE SURFACES 19
19.1 Runway Safety Area (RSA) 19
19.2 Runway Object Free Area (ROFA) 20
19.3 Obstacle Free Zone (ROFZ) 20
19.4 Taxiway Safety Area (TSA) 21
19.5 Taxiway Object Free Area (TOFA) 22
19.6 Runway Approach & Departure Surfaces 22

20. OTHER LIMITATIONS ON CONSTRUCTION 22
20.1 Prohibitions 22
20.2 Restrictions 22

Appendices

Appendix A Construction Phasing Plans ..... A
Appendix B Inspection Checklist ..... B

1. PROJECT OVERVIEW

The project will provide various improvements to the Runway '12-30' electrical infrastructure, including the removal and replacement of the existing incandescent runway edge lights, in-pavement lights, runway end/threshold lights, and airfield guidance signage with new FAA approved and certified LED equipment; new airfield lighting cable, a new constant current regulator (CCR), and circuit breaker in the Airfield Lighting Vault. Additional LED airfield guidance signage and runway end/threshold lighting fixtures will be added. The existing airfield electrical equipment has reached the end of its useful life, and occasionally becomes non-operational, which is a significant concern for airport safety and operations.

The limits of the project areas are shown in **Appendix A** – *Construction Phasing Plans*.

This *Construction Safety and Phasing Plan* (CSPP) provides specific information to the Contractor and/or Subcontractors contracted to carry out the construction contract for this project. This plan includes the requirements and procedures for accident prevention, safety requirements, and security considerations at Prescott Regional Airport. The Airport's safety objective is to achieve accident-free construction projects. Furthermore, the Contractor must be in full compliance with FAA *Advisory Circular (AC) 150/5370-2G: Operational Safety on Airports During Construction*. The CSPP and project safety and phasing requirements will be discussed in detail at the Pre-Bid and Pre-Construction Conferences.

The Contractor or Subcontractor shall conduct their operations in a manner that will provide safe working conditions for all employees, the protection of the public and all others who may be affected by construction activities. Nothing contained in this plan is intended to relieve the Contractor, Subcontractor, or suppliers of the obligations assumed by the Contractor under contract with the Airport or as required by law.

Safety must be an integral part of the job. Full participation, cooperation, and support are necessary to ensure the safety and health of all persons and property involved in the project. The purpose of phasing, marking, barricading, and lighting of airside construction areas is to delineate hazardous areas and prevent unauthorized incursions into the areas by personnel, vehicles, equipment, and aircraft during construction; and to positively separate construction activity from aircraft operations. The Contractor must submit Safety Plan Compliance Document (SPCD) prior to the issuance of the Notice to Proceed.

2. COORDINATION

A Pre-Bid Conference will be scheduled during the bidding process to allow prospective bidders an opportunity to understand the safety aspects of this project. A key topic of this meeting will include a detailed review of this CSPP, with emphasis on Contractor responsibilities for safety, as well as access and work areas in each phase.

A Pre-Construction Conference will be scheduled prior to the issuance of the Notice to Proceed (NTP). Invitees and attendees will include City staff including the Airport Design, Construction, and Operations personnel; the Engineer of Record; the Resident Engineer; FAA Air Traffic Control Tower (ATCT) personnel; and the Contractor's Project Manager/ Superintendent. Relevant safety-related issues will be discussed in detail at this meeting.

Topics of discussion will include the *AC 150/5370-2G: Operational Safety on Airports During Construction*, project scope, the Resident Engineer's responsibility and authority, identifying the Contractor's Superintendent, Notice to Air Mission (NOTAM) responsibility, phasing and scheduling of work, Notice to Proceed (NTP) date, safety during construction, security, badging and escorting requirements, quality control and testing, test reports, maintenance of record drawings, and other contract and Federal requirements.

2.1 Contractor Progress Meeting

Weekly construction progress meetings will be held where the invitees and attendees will include, at minimum, the Airport personnel, the Resident Engineer, the Contractor's Project Superintendent, and the lead personnel of each Subcontractor. In addition to the discussions on the progress of the project, operational safety procedures identified within this Safety Plan will be reviewed and discussed.

2.2 Scope or Schedule Changes

The Contractor will be required to immediately notify the Airport and Resident Engineer of any changes to the original project scope or schedule. The Airport will coordinate (as needed) any changes with the impacted stakeholders, (i.e. ATCT, tenants, FAA, etc.).

2.3 FAA/ATO Coordination

The Airport staff will be responsible for continually coordinating as required with the FAA/ATO during construction.

3. PHASING

The project will be constructed in three phases. The phasing limits for this project, as well as the haul routes, the Contractor's Staging & Storage Area, runway and taxiway closures and aircraft detouring are all shown on **Appendix A –** *Construction Phasing Plans*. All three phases will require the closure of Runway '12-30' during construction hours, which will be at night (18:00 – 06:00). Phase III will require the closure of Runway '3R-21L' during construction hours as well. The Contractor will be required to furnish and place all the lighted X's and barricades to facilitate the runway closure(s) at the beginning of each shift and will remove these before reopening the runway(s) to daytime operations at the end of each shift. All areas are required to be operational outside of construction hours and be clear of all FOD which is discussed in **Section VII** *Foreign Object Debris (FOD) Management*.

3.1 Phase Elements

The construction duration and phasing for the project is detailed below.

Phase I. This phase involves construction located on Runway '12-30', north of the Runway '3R-21L' Runway Safety Area (RSA). This will consist of the removal and replacement of the existing incandescent runway edge lights, in-pavement lights, runway end/threshold lights, and airfield guidance signage with new FAA approved and certified LED equipment; new airfield lighting cable, a new constant current regulator (CCR), and circuit breaker in the Airfield Lighting Vault. Additional LED airfield guidance signage and runway end/threshold lighting fixtures will be added.

- The construction duration shall be **14 Calendar Days**.
- No work can be completed during daytime hours within the RSA unless a runway closure is authorized by the Airport.
- Runway '12-30' will be closed for night work.
- Taxiways 'E4', 'F4' and part of Taxiway 'C' will be closed for night work.
- Contractor shall remain outside of the '3R-21L' RSA during new home run lighting cable work. Contractor's proposed method to protect the '3R-21L' RSA shall be included in the SPCD.
- New home run lighting cable work to be completed during Runway '3L-21R' closure between 2200-0600.

Phase II. This phase involves construction located on Runway '12-30', south of the Runway '3R-21L' RSA. This will consist of the removal and replacement of the existing incandescent runway edge lights, runway end/threshold lights, and airfield guidance signage with new FAA approved and certified LED equipment; new airfield lighting cable.

- The construction duration shall be **28 Calendar Days**.
- No work can be completed during daytime hours within the RSA unless a runway closure is authorized by the Airport.
- Runway '12-30' will be closed for night work.
- Taxiways 'E1', 'E2', 'E3', 'F1', 'F2', 'F3', and part of Taxiway 'D' will be closed for night work.

Phase III. This phase involves construction located on Runway '12-30', within Runway '3R-21L' RSA. This will consist of the removal and replacement of the existing incandescent runway edge lights with new FAA approved and certified LED equipment, and new airfield lighting cable.

- The construction duration shall be **6 Calendar Days**.
- No work can be completed during daytime hours within the RSA unless a runway closure is authorized by the Airport.
- Runway '12-30' and '3R-21L' will be closed for night work.
- Runway '3L-21R' will be opened for night time operations.
- A portion of Taxiway 'E' and Taxiway 'F' will be closed for night work.

Final Completion – 14 Calendar Days. This will mark the completion of all construction in Phase I to III. A pre-final walk-though will be completed by the Resident Engineer, Airport, and the Contractor. The Contractor shall be provided with a Substantial Completion letter including a punchlist of any remaining items to complete before Final Completion. The construction warranty will begin from this date.

Total Project Duration – 62 Calendar Days. This will include the completion of all punchlist items noted on the Substantial Completion letter.

3.2 Construction Safety Drawings

The Contractor will be required to provide his own detailed Barricade Plans in accordance with his anticipated operations for the review and approval of the Airport.

3.3 Runway Nighttime Closures

During phases I & II Runway '12-30' will be the only closed runway. During phase III both Runway '12-30' and Runway '3R-21L' will require night time closures. During this phase, Runway '3L-21R' will be open overnight (between 18:00 to 06:00 local), due to the overnight closure of both Runway '3R-21L' and Runway '12-30'. The Airport will be responsible for issuing all NOTAMs at least three (3) days in advance of the associated closure of Runways '3R-21L' and '12-30', as well as the overnight opening of Runway '3L-21R'.

4. AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION

4.1 Affected Areas on the Airfield

4.1.1 Closed or Partially Closed Facilities

No facilities (buildings or businesses) are anticipated to be closed or partially closed for the duration of this project. For runway and taxiway closures, reference **Section 3** *Phasing*.

4.1.2 Aircraft Rescue and Firefighting (ARFF) Access Routes

This project is not anticipated to have an impact on existing ARFF access routes. Alternate ARFF routes will be coordinated by the Airport (if needed) during the temporary closure of any portion of airfield during the respective construction phases. The Contractor will be directed to maintain the alternate access routes and all other existing routes that may be used by ARFF vehicles within the Airfield Operations Area (AOA) at all times.

4.1.3 Airport Support Vehicle Access Routes

Airport support vehicle access routes will be maintained throughout the duration of the project. If the Contractor elects to use the existing Airfield Perimeter or other Service roads, the Contractor will be required to maintain those roads at all times. Furthermore, the Contractor will be directed that Airfield Operations will always have the right-of-way. The construction haul routes are shown in **Appendix A –** *Construction Phasing Plans*.

4.1.4 Utilities for Firefighting

No underground utilities used for City firefighting operations within the AOA are anticipated to be impacted by the construction of this project. While every effort has been made to include the locations and depths of known utilities within the project areas, the Contractor will be required to pothole for utilities to avoid damage to them.

Existing fire hydrants along Wilkinson Drive (southeast), Melville Road (south), and Ruger Road (north) may be used for construction water; however, the Contractor will be required to coordinate with the Airport and City of Prescott (see also Section 6.1.3) in a manner to not impact firefighting operations.

4.1.5 Affected Approach and Departure Surfaces

Construction for this project will take place at night during full runway closures. This project will not impact the existing approach and departure surfaces.

4.1.6 Affected Instrument Approach Procedures and Navigational Aid (NAVAID) Critical Areas

Construction for this project will take place at night during full runway closures. The Airport will be responsible to issue NOTAMs three (3) days in advance for all air traffic. This project will not impact any Instrument Approach Procedure or NAVAID Critical Area.

4.2 Mitigation of Affects

4.2.1 Construction Staging Area and Haul Routes

The Contractor's staging and storage areas, haul routes, and construction access areas are shown in **Appendix A** – *Construction Phasing Plans*. The Contractor's staging areas are located outside of all Object Free Areas. Construction access areas and haul routes have been established to minimize impact to airfield operations. The Contractor will be required to supply gate guards at the construction entrances to the airfield when in use. Gate guards will not be required if the gate is closed and locked.

Transient haul truck drivers are not required to obtain an Airport ID badge but are required to check in with the Contractor's security guard. The driver shall be issued an orange/white checkered flag to be mounted on the highest point of the truck; which shall be returned to the security guard upon check out. The driver shall be advised to remain on the marked haul route and follow the appropriate signs to the intended work area. At no time shall a driver unfamiliar with the worksite be allowed to deviate from the marked haul route. A flag or flashing amber beacon can be used during the daytime and only a flashing amber beacon can be used at night. Additionally, during times of low visibility or darkness, the drivers shall be required to use a flashing amber beacon.

4.2.2 Temporary Taxi Operations

When the Contractor's operations impact any Taxiway Object Free Area (OFA), the respective taxiway will be closed, limited or offset as required in *AC 150/5370-2G: Operational Safety on Airports During Construction*. Any temporary taxi operations and alternate routes to accommodate aircraft movement needs are discussed in **Section 3** *Phasing*.

4.2.3 Detours for ARFF and Other Airport Vehicles

All determined airport support vehicle access routes or alternate routes, including established ARFF routes, will be coordinated and maintained throughout the project by the Contractor and Airport personnel. However, because each construction situation is different, the Contractor must coordinate construction vehicle traffic with the Airport Operations for each phase of construction. Contractor vehicle movements to and from the site must conform to approved Access and Haul Roads or as directed by the Airport at the weekly construction meetings. The Airport will coordinate with all stakeholders any detours from existing Airfield Service Roads as needed, throughout the duration of the project.

4.2.4 Maintenance of Essential Utilities

This project involves the replacement of essential electrical elements. The work will be conducted during nighttime closures of Runway '12-30' and when necessary, Runway '3R-21L'. The facilities must be operational during daytime hours. The Contractor will be required to provide temporary means to any impacted utilities until the impacted utilities are restored.

4.2.5 Temporary ATCT Procedures

The Air Traffic Control Tower (ATCT) will be kept abreast of all construction activities throughout the duration of the project. The Contractor will provide construction schedules at least three (3) weeks ahead of the proposed construction activities to be given to ATCT by the Airport Operations or the Resident Engineer. The ATCT will be expected to provide feedback about any concerns that the ATCT has for construction areas and Contractor movements. Project sketches and phasing plans will be provided to the ATCT so that they are aware of the impacts to aircraft operations on the ground and in the air.

While the Airport will ultimately be responsible for issuing NOTAMs related to construction activities and restrictions, the ATCT will be responsible for redirecting pilots from proceeding into construction areas.

5. PROTECTION OF NAVAIDS

5.1 NAVAID Critical Areas

It is not anticipated that any NAVAIDs will be impacted by this project. See Section 5.2 for effects of construction on NAVIAD performance. Construction activities shall take place at night, while Runway '12-30' and Runway '3L-21R', when necessary, Runway '3R-21L' is closed.

5.2 Effects of Construction on NAVAID Performance

The Airport will be responsible to issue NOTAMs for all air traffic. The Contractor's schedule will be finalized at the pre-construction meeting to provide adequate time to prepare for effects of construction. The Contractor will be required to coordinate these nightly closures a minimum of three (3) days in advance with Operations and FAA Tech Ops.

Table or list of *anticipated* NAVAID shutdowns by Phase (both airport and FAA owned). FAA will determine their actual shutdowns.

- Phase I: Runway '12-30' PAPIs and REILs, Runway '3L-21R' PAPIs
- Phase II: Runway '12-30' PAPIs/REILs
- Phase III: Runway '12-30' PAPIs/REILs, Runway '3R-21L' PAPIs, REILs, ILS (GS, LOC, & MALSR)

5.3 Protection of NAVAID Facilities

All other NAVAIDs will remain protected and in place. The Airport will be responsible to coordinate an accurate schedule of closures of Runway '3R-21L' with FAA Tech Ops to ensure operation of the ILS system prior to re-opening.

Required Distance from NAVAIDs to Construction Areas
All other NAVAID's are at a safe distance away from any construction activities.

6. CONTRACTOR ACCESS

6.1 General Items

6.1.1 Contractor Access Areas

Any time access is required within the Airport Operations Areas (AOA), the Contractor shall be responsible for ensuring that no breaches of airport security occur. The AOA is defined as any area within the secured (fenced) area and must remain fenced at all times. The Contractor's access gates will remain closed and locked (lock and key to be provided by Contractor) or a guard (badged by the Airport) will be provided at the Contractor's expense. The Contractor will furnish gate guards with rosters of his personnel and ensure that each individual has adequate identification. The following additional measures must also be taken:

- No person shall enter the Contractor's worksite without authorization. Any person found within the worksite without proper identification as described herein shall be considered unauthorized and shall be removed from the worksite.
- All persons authorized access to the worksite shall display a valid Airport ID badge issued by the Airport or be properly escorted by a badge holder authorized to escort.
- Persons authorized to provide escorts include Airport staff and designated Contractor supervisors. Airport Operations has stipulated that the number of personnel being escorted shall not exceed three (3) non-badged personnel; this includes vendors, Subcontractors, visitors and part-time workers. Failure to provide an escort can result in loss of escort privileges, fines, revocation of the security badge, or all three.

- Contractor Superintendents and Supervisors will be required to wear identifiable equipment or clothing to be easily recognized and located on site.

Reference **Section 4.2.1.** *Construction Staging Area and Haul Routes* for additional requirements imposed on the Contractor regarding the Staging Area and Haul Routes.

6.1.2 49 CFR Part 1542, Airport Security

This project will require that the Contractor and any employees, equipment operators, Subcontractors, and delivery staff working on the airfield undergo the security badging process, and will be responsible for being vigilant in helping to maintain security of the airfield. The Contractor will be responsible for posting employees/gate guards at Contractor access points into the secured area of the airfield, and locking each access gate when leaving the project each day.

The airport is operated in strict compliance with Transportation Security Administration (TSA) and Federal Aviation Regulations (FAR), which prohibit unauthorized persons or vehicles in the Air Operations Area (AOA). Equipment and workmen will be restricted to the work area defined on the plans. Any violation by Contractor's personnel or Subcontractors will subject the Contractor to penalties imposed by the TSA, FAA or the Airport.

The Contractor will assume all fines against the Airport assessed to them by the FAA/TSA for the Contractor's security violations. Typical fines are two thousand five hundred dollars ($2,500) or more per incident.

The Contractor shall be responsible for the protection of the construction site, and all work, materials, equipment, and existing facilities thereon, against vandals and other unauthorized persons. Security measures shall include such additional security fencing, barricades, lighting, and other measures as the Contractor may deem necessary to protect the site.

The Contractor's responsibilities for work areas are as follows:

- The Contractor shall be held responsible for controlling his employees, Subcontractors, and their employees with regard to traffic movement.
- The Contractor shall rebuild, repair, restore, and make good at his own expense all injuries or damages to any portion of the work occasioned by his use of these facilities before completion and acceptance of his work.
- The Contractor shall submit to the Resident Engineer in writing a detailed work plan for each construction phase. This plan shall be submitted fourteen (14) calendar days prior to the start of each construction phase. No work within the construction phase may commence until the phase work plan is approved.
- The Contractor shall submit to the Resident Engineer in writing a plan, by construction phase, for controlling construction equipment and vehicular movements in the Air Operations Area (AOA). This plan shall be submitted at the Pre-Construction Meeting. No work may commence until this plan is approved by the Airport. The plan must include material haul roads.
- The Contractor shall provide a responsible Traffic Manager whose duty shall be to direct all construction traffic on or near active runways, taxiways, haul roads and highways. Paved surfaces shall be kept clear at all times and specifically must be kept free from all debris which might damage aircraft.

The following language shall be used in all solicitations, contracts and subcontracts requiring the distribution of security badges to Contractor, Subcontractor or material supplier employees:

> **Airport Access Badging** - All Contractor and/or Subcontractor personnel performing work functions in accordance with this Contract shall obtain and properly display a Prescott Regional Airport (PRC) airport security badge. The Contractor shall submit a Security Badge Application form to the Airport security office for each employee requiring unescorted access, along with the current fee for each badge. The fee must be paid for with cash or check.

All Contractor and Subcontractor personnel that are to be issued an Airport Identification Badge are required to attend and successfully complete a training class before being issued an identification badge. Fees for the security badge include attendance for the necessary training classes. Attendance at the security classes and issuance of the security badge may take four (4) hours per person.

The types of training required will be determined by the scope and location of the work involved. All personnel that will receive Airport badges shall attend the security training. Additionally, personnel operating vehicles or equipment within the Restricted Area of the airport will attend Airport Driver training, all personnel working near active movement areas will attend the Operational Safety on Airports training, and any personnel acting as a Gate Guard/Crossing Guard will attend the Gate Guard/Crossing Guard training.

The Contractor should allow thirty (30) business days lead time for employee badges to be issued.

The Contractor shall immediately notify Airport Operations/Badging Office of any Contractor personnel whose employment status has changed.

The Contractor shall be responsible for retrieving all security badges and keys and returning them to the Badging Office. A fee will be charged for each badge that is damaged, lost or not returned.

The Airport Badging Office will require the following from each badge applicant before a security badge is issued:

> **Security Badge Application** – All employees are required to complete a security badge application form.
>
> **Contractor-Provided Escorts** – The job superintendent and assistant superintendent, will be responsible for escorting their non-badged employees, visitors, vendors, Subcontractors and material suppliers while on the job site, assuring that no breaches of the Airport security program occur.

Airport security badges are issued by the Airport Operations staff and will be required when working within the Restricted Area. It is recommended that all anticipated regular personnel obtain security badges from the airport.

Additional information regarding badges:

- Airport ID badges issued by the Airport are property of the Airport and must be surrendered upon the request of any Airport personnel.
- No person shall loan or provide airport ID badges to anyone other than to whom the badge was issued.
- Airport ID badges must be properly displayed on the outermost garment, above the waist, at all times while within the Restricted Area.

- Airport ID badges shall not be mutilated or altered from their original form in any way, nor shall any such media be reproduced or copied in such a manner as to degrade the security of the ID system.
- Airport ID badges are non-transferable.
- Damaged badges will be subject to a replacement fee.
- Contractors are required to wear the armband that accompanies the badge, if applicable.
- The Contractor shall be assessed a fee for each lost/unreturned badge.
- The Contractor must immediately report to the Badging Office any lost badge or any employee who quits or is terminated, and the employee's badge must be returned to the Airport.

No weapons will be allowed on the airport by any contractor personnel at any time.

6.1.3 Project Water Access

The contractor will be responsible for the coordination for a water meter and the appropriate water payments with the City.

6.2 Location of Stored Construction Equipment

All contractor materials, equipment and supplies shall be within the Contractor's designated staging and storage area. All storage areas shall be marked; debris boxes covered, and area kept neat and clean of debris.

For equipment that must remain in the work area, the following conditions must be met:

- Be located outside of the runway/taxiway safety and object free areas.
- Be marked with lighted barricades around the equipment perimeter with a spacing of no more than 10 feet.
- Be coordinated at least forty-eight (48) hours in advance with the Resident Engineer.
- The highest point of the equipment marked and lit with a red flashing/steady burning omni-directional obstruction light.

6.2.1 Stockpiles Within Runway Object Free Areas (ROFAs)

No stockpiles are required for this project.

6.2.2 Proper Stockpiling of Materials

No stockpiles are required for this project.

6.3 Vehicle & Pedestrian Operations

6.3.1 Construction Site Parking

Construction parking will be allowed in the Contractor's staging and storage areas, which are outside of any Object Free Areas. No personal vehicles will be allowed onto the airfield with the exception of inside the Contractor's Staging and Storage Areas.

6.3.2 Construction Equipment Parking

Construction equipment parking will be in the Contractor's staging and storage areas for any equipment that is not in use.

6.3.3 Access and Haul Roads

Access and haul roads on Airport property will be delineated with the use of low low-profile barricades, flagging, temporary construction fencing, escorts, or a combination thereof as shown in this CSPP and in the Plans. Contractor access and haul roads can be seen on **Appendix A** – *Construction Phasing Plans*. See **Section 6 -** *General Items* for further information.

6.3.4 Marking and Lighting of Construction Vehicles

All Contractor and Subcontractor vehicles must be properly marked with the company name at least four (4) inches in height on both sides of the vehicle. All vehicles must have a 3 foot by 3 foot (3'x3') orange and white checkered flag at the tallest point on the vehicle for daytime construction activities, and a flashing amber or yellow beacon, mounted at the highest point for nighttime construction.

All vehicle marking and lighting must comply with the most recent version of AC 150/5210-5D*: Painting, Marking, and Lighting of Vehicles Used on an Airport*.

6.3.5 Construction Vehicle Operations Within AOA

For the purposes of this project, the AOA is defined as any area within the secured (fenced) area of the Airport except the Contractor's Staging and Storage Area. No vehicle shall operate within the Air Operations Area (AOA):

- Unless operated by an individual in possession of a valid Airport Identification Badge with a drivers endorsement or under the direct escort of someone who is.
- In a careless or negligent manner.
- With disregard of the rights and safety of others.
- At a speed or in a way which endangers persons or property.
- While the driver is under the influence of drugs or alcohol.
- If such vehicle is loaded or maintained as to endanger persons or property.

6.3.6 Vehicle Driver Training Requirements

All Contractor and Subcontractor personnel that are to be issued an Airport Identification Badge, including for vehicular privileges, are required to attend and successfully complete a training class before being issued an identification badge. Training is to be conducted and documented in accordance with *14 CFR 139.329 Pedestrians and Ground Vehicles*. Fees for the security badge include attendance for the necessary training classes.

The types of training required will be determined by the scope and location of the work involved. All personnel that will receive Airport badges shall attend the security training. Additionally, personnel operating vehicles or equipment within restricted area of the airport will attend driver training provided by the airport, all personnel working near active movement areas will attend the Operational Safety on Airports training and any personnel acting as a Gate Guard/Crossing Guard will attend the Gate Guard/Crossing Guard training. See **Section 6.1.2.** *49 CFR Part 1542, Airport Security* for further information.

6.3.7 Two-Way Radio Communications Procedures

Should any Contractor employee need to communicate via radio with Airport Operations and/or the Air Traffic Control Tower, the following procedures will be used:

- All flaggers, spotters and observers controlling equipment crossing active aircraft areas will receive training and are required to have a fully operational Airport-approved radio to contact the Air Traffic Control Tower on the appropriate frequency to report any problems that may affect aircraft operations. (If available, an Airport radio may be issued to the Contractor for a $2,000 deposit, refundable if the radio is returned in same condition; if not, Contractor must provide an Airport-approved radio). They shall be familiar with radio call signs, frequencies and phone numbers. All observers and flaggers shall immediately contact Operations or Air Traffic Control Tower if any equipment or vehicle becomes disabled or is unable to yield to aircraft for any reason that may affect aircraft operations.
- Use primary radio or back-up telephone equipment to contact Airport Operations and the Contractor Foreman regarding any security violation or threat to airport safety. Report any failure of radio or back-up equipment immediately.
- Assure that all authorized Contractor employees or suppliers use designated haul routes and Contractor Staging and Storage Areas.
- These procedures will also be discussed at length during the Pre-Construction Meeting for this project and will be part of the vehicle driver training.

6.3.8 Maintenance of Airport Secured Area

The Contractor will be required to maintain situational awareness for the duration of this project, and will be required to report suspicious situations, persons, and/or materials to the nearest Airport employee. See **Section 6.1.2.** *49 CFR Part 1542, Airport Security* for further information.

7. WILDLIFE MANAGEMENT

Construction Contractors must operate in accordance with the airport operator's wildlife hazard management plan, controlling and removing waste or loose materials that might attract wildlife, see *AC 150/5200-33C: Hazardous Wildlife Attractants On or Near Airports*.

7.1 Trash

The Contractor shall perform daily inspections of the work areas (including the Contractor's staging and storage area) to remove any trash, debris, and food scraps and place these items in an appropriate trash receptacle. Trash receptacles, regardless of type and size, must always be covered and secured to eliminate the possibility of contents from escaping.

7.2 Standing Water

The Contractor shall conduct their operations to minimize the potential for standing water. When water begins to stand on site, the Contractor shall begin pumping water to drain the area within twenty-four (24) hours to prevent the attraction of wildlife.

7.3 Tall Grass & Weeds

The Contractor shall mow areas under their responsibility including, but not limited to, project site staging and storage areas and exclusive use haul roads to prevent the growth of vegetation over 6 inches.

7.4 Poorly Maintained Fencing and Gates

The Contractor shall close and lock any airfield access gates that are not actively in use. Any fencing installed by the Contractor shall be properly maintained to prevent the intrusion of wildlife and unauthorized people.

7.5 Disruption of Existing Wildlife Habitat

The Contractor shall report any significant wildlife sightings within the AOA to the nearest Airport employee.

7.6 Airport Wildlife Management Procedures

The Contractor will be required to follow any Airport Wildlife Management Procedures that are in place at the airport; however, at a minimum the Contractor will be required to perform the following:

- Close and lock any airfield access gates that are not in use.
- Report any significant wildlife sightings within the AOA to the Operations Manager.

8. FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT

This project will include the movement of construction vehicles adjacent to active airfield pavements, therefore the Contractor will be required to maintain a fully-operational sweeper vehicle on-site during the project. Furthermore, once any portion of any construction phase is ready to be opened to aircraft traffic, the Contractor, Resident Engineer, and Airport personnel shall walk the area to determine that all FOD that may have been generated is no longer present.

The Contractor will be required to keep water on construction areas to minimize the possibility of FOD generated by wind. The Contractor will be required to conduct FOD checks at the end of each working shift/day to remove any FOD that has made its way onto the airfield pavements from the Contractor's construction activities. Airport Operations and Construction Administration personnel will be present for these FOD checks to ensure compliance.

9. HAZARDOUS MATERIAL MANAGEMENT

Any hazardous or regulated waste material produced by the Contractor's operations shall be properly disposed of at the Contractor's expense pursuant to all local, state, and federal regulations. The Contractor may be required to provide test results to confirm that a contaminated area has been properly remediated.

Any hazardous materials incident shall be immediately reported to emergency personnel by dialing '911', followed by a call to Airport Operations at 928-777-1150.

10. NOTIFICATIONS OF CONSTRUCTION ACTIVITIES

10.1 Maintenance of a List of Responsible Representative/Points of Contact

A full list of Points of Contact and Contact Procedures will be developed prior to the Pre-Construction Meeting for this project. Under normal circumstances, all communications concerning the construction project between airport stakeholders and the Contractor shall be channeled through the Resident Engineer who shall be the primary point of contact for all communications concerning the construction project. Matters relating to Airport Operations and Airport Traffic Control will be handled through the Airport and the ATCT, with assistance from the Resident Engineer and/or Contractor as needed.

Contact	Phone Number	Availability
Duane Dana, P.E. Engineer-of-Record, Dibble	480-365-9056	Mon-Fri, 8:00am to 5:00pm
Pete Townsend PRC Airport Operations	928-777-1114	Mon-Fri, 8:00am to 5:00pm
Specialist on Duty PRC Airport Operations	928-777-1150	24 Hours/Day, 7 Days/Week

10.2 Local ATO/Technical Operations Personnel

The Airport will be responsible for all communications with the local ATO/Technical Operations.

10.3 ATCT Managers on Duty

The Airport will acquire a list of the ATCT Managers on duty for the project prior to construction commencing. This list will be available for use by Airport staff by the date of the Pre-Construction Meeting. This will also be a regular item discussed at the weekly construction meetings.

10.4 Authorized Representatives to the FAA's Operational Control Center (OCC)

The Airport will develop a list of authorized representatives to the OCC prior to construction commencing. This list will be provided to the OCC by the date of the Pre-Construction Meeting.

10.5 Notice to Air Missions (NOTAM)

Construction NOTAM's will be filed by the Airport approximately three (3) days prior to construction beginning in the area which the NOTAM references, or prior to any change in airfield conditions which may affect operations or safety. The Contractor will be required to submit pertinent information to the Airport for any construction items that would require the issuance of a NOTAM a minimum of two (2) weeks prior to the work being performed.

10.6 OCC Notification About Closed and/or Hazardous Conditions on the Airfield

The Airport staff will be responsible for notifying the OCC about closed facilities and/or hazardous conditions at the Airport. The OCC will be notified about closed facilities as soon as practicable following reliable scheduling meetings. Unanticipated hazardous conditions will be immediately relayed to the OCC by Airport staff.

10.7 Emergency Notification Procedures

In the event of a serious injury requiring medical attention, call '911'. Following a call to '911', the Contractor shall then call Prescott Regional Airport Operations at (928) 777-1150 (24-Hour).

The Contractor shall submit to the Resident Engineer a list of contractor personnel who can be contacted twenty-four (24) hours a day, seven (7) days a week and can respond in a reasonable time frame regarding any possible emergency on the work site. The list must include names, job titles and phone numbers.

10.8 Coordination with ARFF for Non-Emergency Issues

For any non-emergency issue that needs coordination with the Airport's ARFF, the Contractor should notify the Airport Operations Superintendent, or if unavailable, Airport Operations or the on-site Airport Project Coordinator. Non-emergency issues include but are not limited to:

- Coordination with ARFF for work in the vicinity of the ARFF building
- Coordination with ARFF for ARFF access routes around construction work areas
- Notification to ARFF about temporarily affected utilities

10.9 Notification to the FAA and Airport Users

All proposed construction activities that affect operations at the Airport will be immediately relayed to all Airport Users and the FAA by way of meetings, advisories, NOTAMs and the filing of Form 7460 as appropriate (minimum of sixty (60) days prior to the proposed construction), all issued by one of the Airport's designated staff or Resident Engineer.

10.10 FAA Notification Under CFR Parts 77 and 157

Within the project limits there will be work taking place in the ROFZ of Runway '3R-21L' and '12-30' and during their subsequent temporary closures.

10.11 FAA Reimbursable Agreements

This project is funded by ADOT, with no FAA Reimbursable Agreement.

10.12 Affected Instrument Approach Procedures

This project will not impact the existing Instrument Approach Procedures

11. INSPECTION REQUIREMENTS

11.1 Daily and Interim Inspections

Daily inspections will be required for areas with haul routes on active airfield pavements to ensure that Foreign Object Debris (FOD) is minimized. In addition, daily inspections of Contractor access areas will be performed to help ensure safety of the airfield. Daily inspections will be conducted by an Airport Operations employee, a Contractor representative, and the Resident Engineer.

Special inspections will be required for airfield facilities serving areas that are ready to be re-opened to aircraft traffic after certain phases of the project. Special inspections will be attended by an Airport Operations representative, a Contractor representative, and a Construction Administration field representative. Special inspections are to be document and records maintained in accordance with *14 CFR 139.327 Self-Inspection Program*.

All discrepancies noted in the inspection must be corrected to the satisfaction of the Resident Engineer prior to the Contractor leaving the worksite.

Should any inspection reveal any FOD concerns, the Contractor shall have a crew ready to remove any FOD prior to reopening the pavements. Should any inspection reveal work that does not meet Contract requirements or that is deficient in any way, the Contractor shall mobilize a crew as soon as possible to remedy the deficient areas so as to avoid prolonging the continued closure of the area(s).

11.2 Final Inspections

Inspections will be required at the Final Completion phase of the project. These inspections will be attended by the Contractor, Airport Manager, Operations Manager, the Resident Engineer, and Construction Administration representatives. A punch list will be developed at the Substantial Completion inspection, and any items placed on the punch list will be required to be completed within thirty (30) days. Final inspection will be scheduled fourteen (14) days after the substantial completion walkthrough.

11.3 Inspection Checklist

The Airport Manager, Operations Manager, the Engineer/Construction Manager/Resident Engineer, and the Contractor will utilize **Appendix B** – *Inspection Checklist* for evaluating the Contractor's adherence to the contract documents and this CSPP, as well as for reopening any areas to aircraft traffic.

12. UNDERGROUND UTILITIES

Prior to beginning construction on the airfield, the Contractor will be required to Blue Stake and pothole any existing utilities in the project areas that may conflict with other project elements. Protection of utilities may include, but is not limited to, flagging utilities, marking lines on pavement, placement of barricades along utility lines and at manholes. Refer to the *General Technical Provisions* for detailed direction for the location of underground utilities.

13. PENALTIES

The Contractor will be required to enforce his company's safety policies with the employees working on this project. In addition, the Airport may enforce policies that are in place to protect the safety of the Airport property, its users, and the local Airspace. These policies include, but are not limited to, the following:

- Informal conversations with the subject person or party
- Formal meetings/conversations with the subject person or party and their supervisors/managers
- Formal written notices of non-compliance from the Airport
- Immediate removal from Airport property
- Notification of law enforcement personnel for persons that cause situations posing dangerous threats to property or personal safety.

Due to the safety and security precautions necessary at the Airport, failure of the Contractor to adhere to the prescribed requirements/regulations can result in consequences that may jeopardize the health, welfare and lives of the customers and employees at the Airport, as well as the Contractor's own employees. Therefore, if the Contractor is found to be out of compliance with the security, airfield badging/licensing and airfield safety requirements by either the Airport's personnel or the Resident Engineer or his representatives, the Airport may issue a Notice of Violation (NOV). The Contractor may appeal the NOV; however, appeals must be made in writing, and within four (4) calendar days of the offending incident, to the Airport Operations Superintendent. The appeal shall state, in sufficient detail, why the NOV/circumstances are unwarranted. A final and binding decision on the appeal will be made by the Airport Director within ten (10) working days of receipt of the appeal, and the Contractor will then be notified of this decision in writing. No further appeals to the specific NOV will be considered/accepted. Subsequent fines and/or requirements, if any, will be applied in accordance with **Table 1 - Schedule of Fines**, and the applicable amount will be withheld from the Contractor's monthly payment application following the date of the violation. The Prime Contractor shall be held financially responsible for all NOV's issued to their Subcontractors, lower tier Subcontractors, or material suppliers associated with this Contract.

Table 1 - Schedule of Fines

Description of Fines	Per Person Per Occurrence
Runway or Taxiway Safety Area Incursion	$1,000
Taxiway Incursion	$2,500
Runway Incursion	$2,500
Security Violation	$2,500 or greater
Level 1 Violation of Airport Rules and Regulations	$250
Level 2 Violation of Airport Rules and Regulations	$500
Level 3 Violation of Airport Rules and Regulations	$1,000

14. SPECIAL CONDITIONS

Special unforeseen conditions or circumstances may require the activation of special procedures by the Airport. In cases involving aircraft emergencies or distressed aircraft, the Contractor may be required to temporarily halt construction activities and immediately vacate the area in which work is taking place. The Contractor will be required to promote safe and orderly removal of all Contractor personnel and equipment to an area that is no longer in conflict with the emergency at hand. The Contractor will be expected to immediately comply with all Resident Engineer directions and may only return to the subject work area when it is safe to do so.

In the event of low-visibility conditions, or other conditions which may signal the need for additional unimpeded space next to runways or taxiways, the Contractor may be required to move to another work area of the project or temporarily stop work. The Contractor will be made aware of the possibility of these situations during the Pre-Construction Conference.

15. RUNWAY & TAXIWAY VISUAL AIDS

15.1 General

Temporary visual aids may be used from time to time as the project progresses to increase safety. Any temporary visual aid will be secured either in-pavement or with heavy items preventing blow-away (against jet-blast, prop wash or a 90-mph wind), while at the same time not obscuring the objects themselves.

All temporary visual aids must have frangible connections. Connections shall be submitted for approval by the Resident Engineer.

15.2 Markings

Markings are not required for this project.

15.3 Lighting and Visual Aids

To indicate the closure of Runway '12-30' and '3L-21R', the Contractor shall furnish and place a lighted X at each end of the runway on or near the runway designation numbers facing the approach, and they must be illuminated for the duration of the closure in accordance with FAA *AC 150/5340-1M, Standards for Airport Markings*. There will be a total of 4 lighted X's needed for this project.

Connector taxiways will be barricaded with low-profile barricades and marked with Temporary Taxiway Closure Markers. For construction areas that do not include aircraft operating areas, vertical panel barricades may be used to prohibit vehicle and pedestrian traffic. Lighting for all barricades used within the AOA shall be red and shall be a steady-burn or blinking light. All barricading and lighting shall conform to the details in the plans and specifications.

Appendix A – *Construction Phasing Plans* shows the placement of the lighted X's and all barricades.

Lighting shall conform to FAA *AC 150/5340-30: Design and Installation Details for Airport Visual Aids*, *AC 150/5345-55: Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure*, *AC 150/5345-50: Specification for Portable Runway and Taxiway Lights*, *AC 150/5345-53: Airport Lighting Equipment Certification Program*, *AC 150/5345-44: Specification for Runway and Taxiway Signs*, and *AC 150/5340-18: Standards for Airport Sign Systems,* as required.

15.4 Signs

Airfield signage illuminated to indicate an open facility that is closed due to construction shall be covered and secured with a material that prevents light leakage. Signs may be partially covered, as a number of signs have multiple panels. In this case, only the affected panels shall be covered.

16. MARKING & SIGNS FOR ACCESS ROUTES

Temporary signing used for Contractor access/haul routes, open trenching or other hazards shall be clear, concise, reflective, and large enough in order to minimize safety-related issues. All temporary signing shall meet the requirements of *AC 150/5340-18H* and, to the extent practicable, with the *Manual of Uniform Traffic Control Devices* (MUTCD) and/or State highway specifications. All temporary signs shall also be properly weighted and/or secured to withstand site and elemental conditions.

17. HAZARD MARKING & LIGHTING

17.1 General

Hazards, such as open trenches, manholes, and steep embankments shall be barricaded and lighted with pennant flagging or orange fabric construction fencing to prohibit accidental falls. The Contractor's site-specific and company safety plan/guidelines shall address the protection of these areas and the protection of the employees against these hazards. The Contractor shall also assign a Project Safety Officer for the project to monitor and enforce the Contractor's safety guidelines and the provisions of this CSPP.

When areas on the Airport are closed or present hazards due to construction activities, they should be marked and lighted according to *AC 150/5340-1M: Standards for Airport Markings* and *AC 150/5340-18H: Standards for Airport Sign Systems*. Marking and lighting must be approved by Airport Operations and/or the Resident Engineer.

Some less obvious construction related hazards include, but are not limited to, the following:

- Loose debris, trash, etc. in the work areas
- Loose debris, trash, etc. on or in the bed of vehicles

The Contractor shall be vigilant in keeping the work areas in a safe and trash-free condition as much as possible so as to prevent debris from making its way onto active airfield pavements. The Contractor shall also exercise due care when working in the vicinity of active aircraft. This can include the use of hearing protection and the securing of clothing and hardhats while working.

17.2 Barricades

17.2.1 Placement

Construction areas will be barricaded with either vertical panel or low-profile barricades on aircraft movement areas. For construction areas that do not include aircraft operating areas, vertical panel barricades may be used to prohibit vehicle and pedestrian traffic. All barricades must have flashing red or steady burn lights.

Barricades, temporary markers approved by the Airport, and any other warning equipment placed or left in areas adjacent to any open aircraft movement area, (i.e. runway, taxiway, taxilane, etc.), shall be as low to the ground as possible, and not more than 18 inches in height, (unless otherwise noted on the phasing plans). All barricades and temporary markers shall also be properly secured to withstand the site and elemental conditions. All barricading requirements regarding type, spacing, etc. were provided in the plans and are further identified in the Contract Documents, specifically the Special Provisions Section 60. Low-profile barricades shall be used and shall be reflective, have an omni-directional steady-burning or flashing red LED light, and shall be properly secured (screwed-in). Clamps or straps will not be allowed.

Low-profile barricades shall be spaced a maximum 10 feet on center and not more than 4 feet apart and shall be placed to prevent ground vehicle traffic from moving onto active airfield pavements (barring a deliberate act), and alert aircraft traffic of closed facilities. Low-profile barricades shall be places outside of Runway Safety Area (RSA) and Taxiway Safety Area (TSA).

17.2.2 Lights

Red lights on low-profile barricades shall be of the omni-directional, flashing or steady-burn type. The rate of flash and illumination, as well as barricade reflectivity, shall meet the requirements of the latest edition of the MUTCD. Additional lighting shall be provided if determined necessary by Airport Operations.

17.2.3 Supplement Barricades with Signs

Signage shall be installed when determined necessary by Airport Operations, i.e. “No Entry”.

17.2.4 Maintenance

The Contractor shall designate an employee (or Subcontractor) to be responsible for the regular maintenance of barricades and lighting. In addition, the Contractor shall provide an emergency contact number for the responsible individual to perform any emergency maintenance on any barricades or lighting and ensure functional operation of all hazard lighting and barricades twenty-four (24) hours per day, seven (7) days per week. The designated person or Subcontractor shall be able to respond to the Airport within one (1) hour of notification of a non-functioning barricade.

Barricading and lighting equipment shall be secured to prevent blow-down. This may include the use of water-filled items, sandbags, and/or flat heavy footings. Temporary lighting may be secured to the pavement with nails or screws.

18. WORK ZONE LIGHTING FOR NIGHTTIME CONSTRUCTION

Lighting equipment must adequately illuminate the work area for construction performed during nighttime hours following minimum illumination levels per *AC 150/5370-10H: Standard Specifications for Construction of Airports*.

19. PROTECTION OF RSA’S, TSA’S, OFA’S, OFZ’S, AND APPROACH/ DEPARTURE SURFACES

19.1 Runway Safety Area (RSA)

19.1.1 Construction Within Runway Safety Areas

Any construction within the safety area of a runway will require the closure of Runway ‘3R-21L’ and ‘12-30’. This project includes construction within the RSA of Runway ‘3R-21L’ and ‘12-30’ and will require their closure during nighttime operations. Runway ‘3R-21L’ must be reopened to operations daily. The Contractor shall provide and maintain four (4) lighted X’s and all other traffic control devices, which shall be maintained by the Contractor during such closures.

During runway closures, barricades will be placed across active taxiways to prevent runway incursion at the ROFZ, see **Section 19.3** *Obstacle Free Zone*.

There are measures that include strict coordination with the Airport, ATCT and the Resident Engineer. Contractor requests to perform work within a Runway Safety Area will require at least a three (3) day notice to the Airport. The Airport will be responsible for the issuance of all NOTAMs.

19.1.2 Adjustment of Runway Safety Areas

No RSA will be adjusted as part of this project.

19.1.3 Requirements for Open Procedures

Prior to the runway being reopened, the Contractor will be required to:

- Provide a sweeper truck and/or vacuum truck and clean runway and taxiway pavements in the vicinity of the work areas.
- Temporarily safe-up the graded/infield areas such that there are no humps, ruts, depressions, equipment, tools, or other materials within the RSA.
- Perform a FOD/safety walk of the runway pavement and the adjacent graded/infield areas with construction inspection and Airport staff to ensure compliance with these procedures.
- Perform any additional necessary actions as a result of the FOD/safety walk as required by the construction inspection and/or Airport staff.
- Remove any barricades used for the temporary nightly closure.
- Remove any lighted X's from the runway designation markings.

19.1.4 Appropriate Covering of Excavations Within RSA's

Any excavation within the RSA will be filled and compacted prior to reopening the runway.

19.1.5 Marking of Excavations and Open Trenches

Hazards, such as open trenches, major excavations, manholes, and steep embankments shall be barricaded, lighted, and outlined with appropriate caution tape or orange fabric construction fencing to prohibit accidental falls. The Contractor's site-specific and company safety plan/guidelines shall address the protection of these areas and the protection of the employees against these hazards. See **Section 17** *Hazard Marking & Lighting* for further information.

19.1.6 Maintenance of RSA's

The Contractor will be required to temporarily safe-up the graded/infield areas such that there are no humps, ruts, depressions, equipment, tools, or other materials within the RSA when any runway is reopened. Upon completion of work within the RSA, the Contractor will be required to leave the area in accordance with RSA standards, or as identified in the plans.

19.1.7 Blast Protection Procedures

The Contractor's company safety plan/guidelines shall include a provision for jet blast protection. At a minimum, it should address requirements for the securing of clothing and hardhats, as well as any requirements for hearing protection.

19.2 Runway Object Free Area (ROFA)

This project includes construction within the Runway Object Free Area of Runway '12-30' which is located 125' from the runway centerline and Runway '3R-21L/ which is located 400' from the runway centerline. No equipment or tools will be left unattended within the ROFA as the Contractor will be required to move these items to the staging and storage area when not in use.

19.3 Obstacle Free Zone (ROFZ)

This project has work that takes place within the Runway '12-30' OFZ. The OFZ is 300' wide centered on the runway centerline. While work is taking place within the OFZ, the runway will be closed. All work within the OFZ will take place at night between 18:00 and 6:00. Refer to **Appendix A** – *Construction Phasing Plans* for more detailed information.

19.4 Taxiway Safety Area (TSA)

19.4.1 Construction Within Taxiway Safety Areas

Any taxiway having construction within the Taxiway Safety Area (TSA) and Taxiway Object Free Area (TOFA) will be closed while work is taking place within the protect areas.

19.4.2 Adjustment of Taxiway Safety Areas

No TSA will be adjusted as part of this project.

19.4.3 Requirements for Open Procedures

Prior to any taxiway being reopened, the Contractor will be required to:

- Provide a sweeper truck and/or vacuum truck and clean the taxiway pavement in the vicinity of the work areas.
- Temporarily make safe the graded/infield areas such that there are no humps, ruts, depressions, equipment, tools, or other materials within the TSA.
- Perform a FOD/safety walk of the taxiway pavement and the adjacent graded/infield areas with construction inspection and Airport staff to ensure compliance with these procedures.
- Remove the low-profile barricades from the applicable taxiways.
- Perform any additional necessary actions as a result of the FOD/safety walk as required by the construction inspection and/or Airport staff.
- Remove any barricades used for the temporary nightly closure.

19.4.4 Appropriate Covering of Excavations Within TSA's

Any excavation within any TSA will be filled and compacted prior to reopening a taxiway.

19.4.5 Marking of Excavations and Open Trenches

Hazards, such as open trenches, major excavations, manholes, and steep embankments shall be barricaded, lighted, and outlined with appropriate caution tape or orange fabric construction fencing to prohibit accidental falls. The Contractor's site-specific and company safety plan/guidelines shall address the protection of these areas and the protection of the employees against these hazards. See **Section 17** *Hazard Marking & Lighting* for further information.

19.4.6 Maintenance of TSA's

The Contractor will be required to temporarily safe-up the graded/infield areas such that there are no humps, ruts, depressions, equipment, tools, or other materials within the TSA when any runway is reopened. Upon completion of work within the TSA, the Contractor will be required to leave the area in accordance with TSA standards, or as identified in the plans.

19.4.7 Blast Protection Procedures

The Contractor's company safety plan/guidelines shall include a provision for jet blast protection. At a minimum, it should address requirements for the securing of clothing and hardhats, as well as any requirements for hearing protection.

19.5 Taxiway Object Free Area (TOFA)

Any taxiway having construction within its Object Free Area will be closed during construction duration/hours. No equipment or tools will be left unattended within the TOFA as the Contractor will be required to move these items to the staging and storage area when not in use.

19.6 Runway Approach & Departure Surfaces

Any construction that impacts a Runway Approach or Departure Surface or Clearway will require the closure of the runway. The Airport will be responsible to issue any NOTAMs at least three (3) days in advance.

20. OTHER LIMITATIONS ON CONSTRUCTION

20.1 Prohibitions

20.1.1 Use of Flare Pots

The use of flare pots is not permitted within the AOA or within the airport property at any time.

20.1.2 Use of Electrical Blasting Caps

The use of electrical blasting caps is not permitted on Airport property.

20.2 Restrictions

20.2.1 Tall Equipment

The use of tall equipment is not permitted unless a 7460-1 determination letter issued.

20.2.2 Open Flame Welding and Torches

Open flame welding and the use of torches shall be approved by the Airport prior to the project commencing. Open flame welding and the use of torches may require a “Hot-Work Permit” by a governing agency (the City of Prescott). If this type of work is required on this project, the Contractor shall notify the Airport Operations Superintendent.

20.2.3 Airfield Lighting Vault Lock-Out/Tag-Out Policy

The purpose of this procedure is to standardize the lock-out/tag-out procedures between Electrical Contractors, Airport Electricians, Operations, and the Air Traffic Control Tower:

- The Airport electricians responding to a lock-out/tag-out request will coordinate with the ATCT through Operations.
- After Operations notifies electricians of closures, the Airport electricians will turn off the closed runways/taxiways using the airfield computer system.
- The Contractor will supply an approved breaker-locking device and lock, then lock off the individual breakers for the circuits to be locked out. These items will remain in the vault in a lock box provided by Airport.
- The load break elbows and/or S-1 switches will be pulled, locked on the corresponding regulator by the Electrical Contractor, and the S-1 cabinet will be locked by the Contractor.
- The Electrical Contractor and the Airport electricians must fill out lock-out/tag-out forms before leaving the Vault.

- Upon completion of the lock-out, the Contractor will remove all locks and install the load breaks and/or S-1 switches. All circuits must be verified operational in the manual mode on the regulator. Operations will perform a complete check of the lights in the field to verify actual operation.
- When that has been completed, the Airport electricians will notify the Airport Operations when lock-in is complete and regulators are in active control; Operations will notify the ATCT that they have control of the airfield lighting.
- Complete lock-out/lock-in forms.

This procedural checklist must be followed to the letter.

20.2.4 Contractor Employee Safety

The Contractor and its employees shall employ safe practices per the Contractor's safety procedures and industry safety standards. The Contractor's safety procedures will ultimately dictate the use of protective clothing and equipment for its employees, but at a minimum, the Contractor's employees must be equipped with a Type 2 safety vest and hard hat, and every employee that enters the site must be wearing said vest and hard hat. The vest and hard hat must be worn the entire time that the employee is within the AOA.

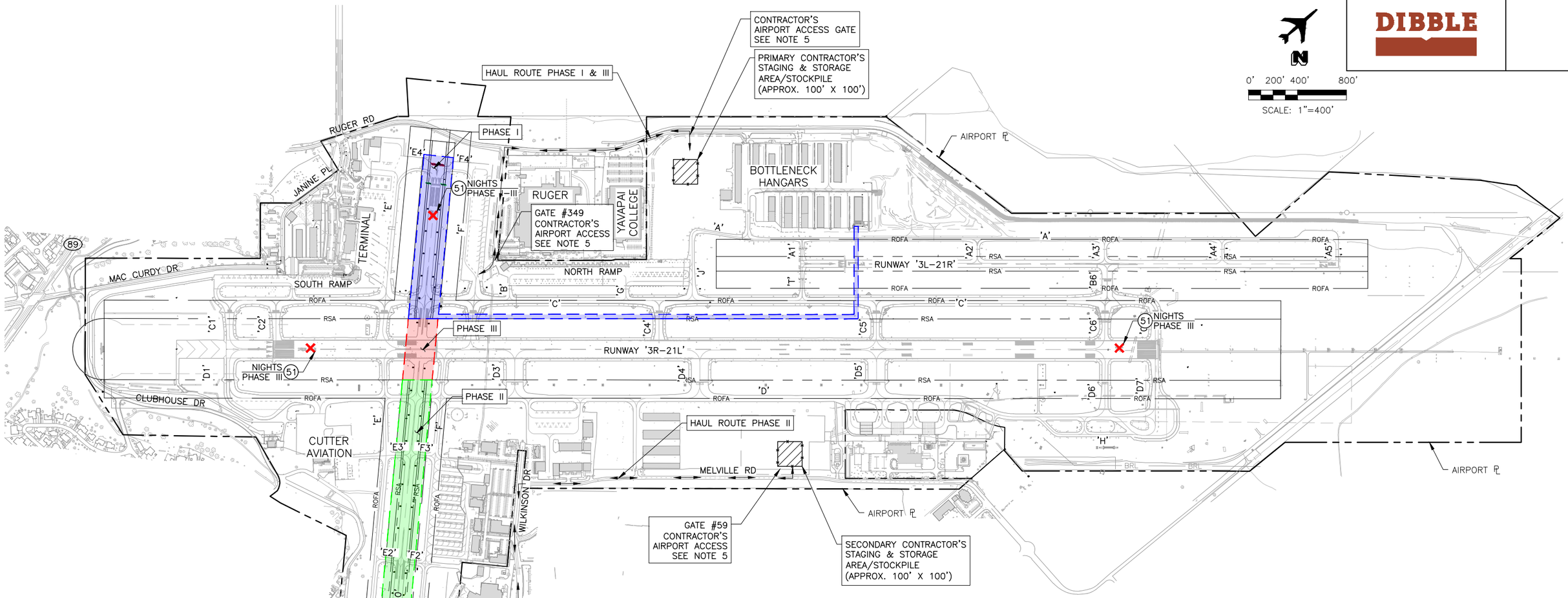
Appendix A Construction Phasing Plans

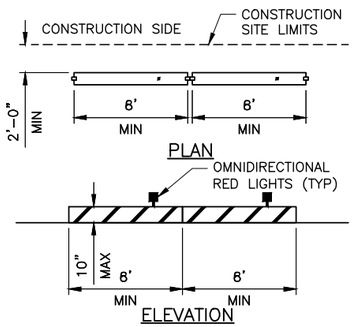
AS BUILT DATE

DIBBLE

0' 200' 400' 800'

SCALE: 1"=400'





NOTES:
1. LOW PROFILE BARRICADES AND LIGHTS SHALL BE PROVIDED AND MAINTAINED (DAY AND NIGHT) BY THE CONTRACTOR (NPI).
2. THE OWNER MAY DIRECT THE CONTRACTOR TO RELOCATE ANY BARRICADES AT THEIR DISCRETION AT NO ADDITIONAL COST TO OWNER.

1 LOW PROFILE BARRICADES
NO SCALE

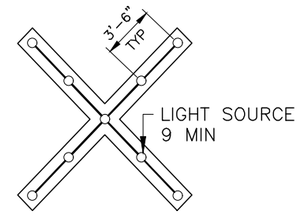
PHASING SCHEDULE

PHASE I	(14 CALENDAR DAYS, NIGHTWORK)
PHASE II	(28 CALENDAR DAYS, NIGHTWORK)
PHASE III	(6 CALENDAR DAYS, NIGHTWORK)

SUBSTANTIAL COMPLETION: 48 CALENDAR DAYS
FINAL COMPLETION: 14 CALENDAR DAYS
TOTAL PROJECT DURATION: 62 CALENDAR DAYS

GENERAL PHASING NOTES

1. CONSTRUCTION TRAFFIC SHALL YIELD TO AIRCRAFT TRAFFIC AT ALL TIMES.
2. ALL WORK MUST BE COMPLETED DURING NIGHT–TIME RUNWAY CLOSURES (22:00–06:00). THE CONTRACTOR, RESIDENT ENGINEER, & AIRPORT REPRESENTATIVE SHALL WALK ALL WORK AREAS PRIOR TO RUNWAY REOPENING TO CONFIRM THAT THE AREA IS READY TO BE OPENED TO AIRCRAFT TRAFFIC.
3. CONTRACTOR SHALL PROVIDED & MAINTAIN LIGHTED X'S ON THE RUNWAY TO BE CLOSED EACH NIGHT & REMOVE FOR DAYTIME OPERATIONS.
4. BARRICADE PLACEMENT & PAVEMENT MARKING OBLITERATION MAY BE ADJUSTED AT THE DISCRETION OF THE CITY AND/OR AIRPORT STAFF TO ACCOMMODATE SPECIFIC AIRCRAFT MOVEMENT NEEDS.
5. ACCESS GATES MUST EITHER REMAIN CLOSED & LOCKED OR HAVE A CONTRACTOR–PROVIDED GATE GUARD WHEN OPEN (NPI).



TEMPORARY RUNWAY CLOSURE LIGHTED 'X' NOTES:
1. 'X'S SHALL BE LIGHTED PER FAA AC 150/5345–55A (NPI).
2. THE USE AND APPLICATION OF A LIGHTED VISUAL AID FOR RUNWAY CLOSURE IS THE SUBJECT OF AC 150/5340–1, STANDARDS FOR AIRPORT MARKINGS, AND AC 150/5370–2, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE THE NECESSARY MEANS TO SECURE THE 'X'S IN A MANNER THAT ENSURES AIRPORT SAFETY, (ANCHORING, SAND BAGS, ETC.) (NPI).

2 TEMPORARY RUNWAY CLOSURE LIGHTED 'X' DETAIL
NTS

CONSTRUCTION NOTES

(51) LIGHTED 'X' PROVIDED & MAINTAINED BY THE CONTRACTOR. DET 2, SHT G2.1 — NPI

LEGEND

CONTRACTOR'S STAGING & STORAGE AREA

CONTRACTOR HAUL ROUTE

LIGHTED 'X'

	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

CONSTRUCTION PHASING PLAN OVERALL

DRN: DSO	DES: VS	CK: DHD
DATE: 10/25	DATE: 10/25	DATE: 10/25

SCALE: 1"=400'

APPENDIX A

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or dick Arizona811.com

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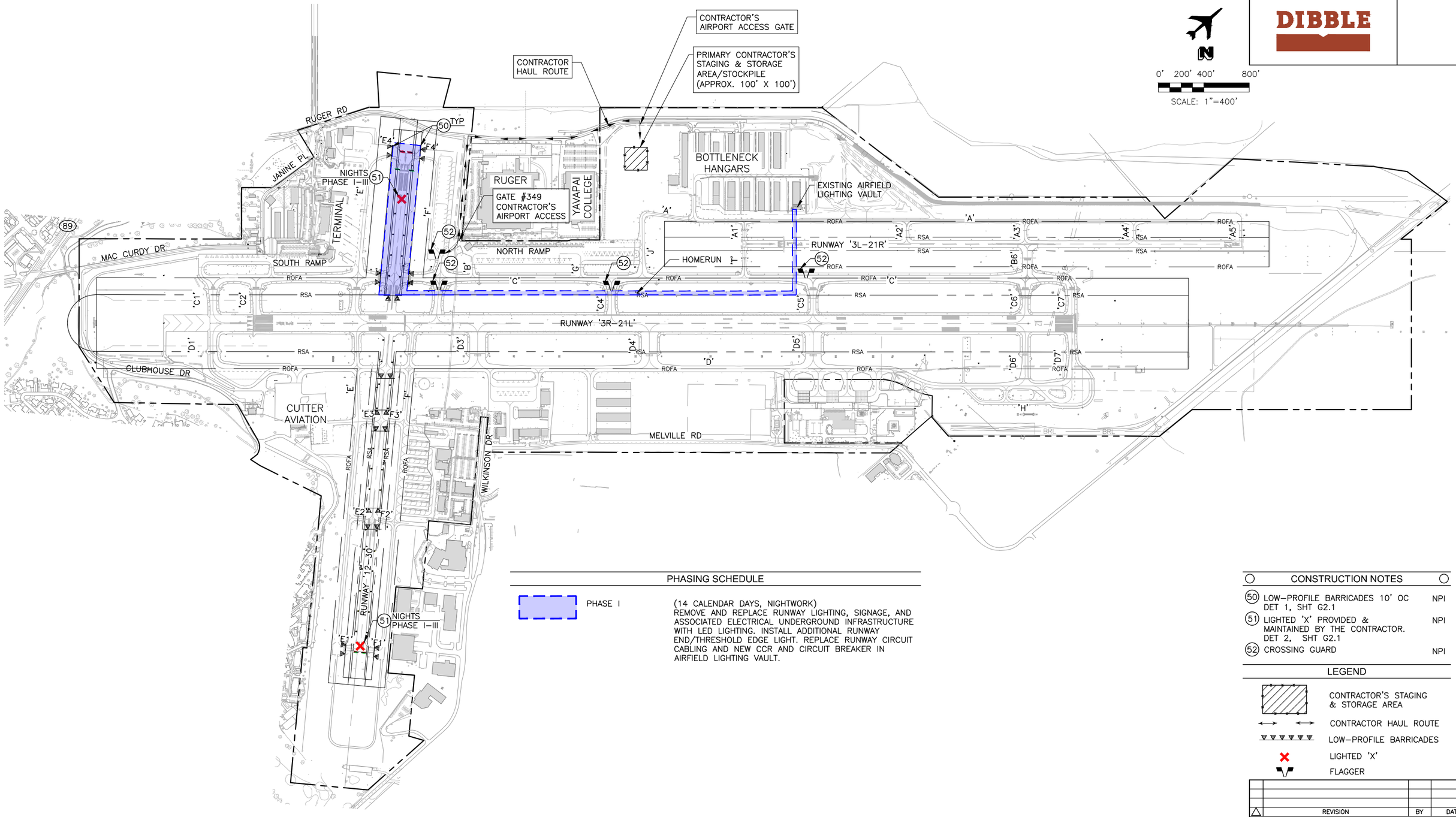
AS BUILT DATE

DIBBLE

0' 200' 400' 800'

SCALE: 1"=400'



PHASING SCHEDULE

	PHASE I	(14 CALENDAR DAYS, NIGHTWORK) REMOVE AND REPLACE RUNWAY LIGHTING, SIGNAGE, AND ASSOCIATED ELECTRICAL UNDERGROUND INFRASTRUCTURE WITH LED LIGHTING. INSTALL ADDITIONAL RUNWAY END/THRESHOLD EDGE LIGHT. REPLACE RUNWAY CIRCUIT CABLING AND NEW CCR AND CIRCUIT BREAKER IN AIRFIELD LIGHTING VAULT.

CONSTRUCTION NOTES

50	LOW–PROFILE BARRICADES 10' OC DET 1, SHT G2.1	NPI
51	LIGHTED 'X' PROVIDED & MAINTAINED BY THE CONTRACTOR. DET 2, SHT G2.1	NPI
52	CROSSING GUARD	NPI

LEGEND

- CONTRACTOR'S STAGING & STORAGE AREA
- CONTRACTOR HAUL ROUTE
- LOW–PROFILE BARRICADES
- LIGHTED 'X'
- FLAGGER

△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15	DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

CONSTRUCTION PHASING PLAN
PHASE I

DRN: DSO	DES: VS	CK: DHD
DATE: 10/25	DATE: 10/25	DATE: 10/25

SCALE: 1"=400'

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

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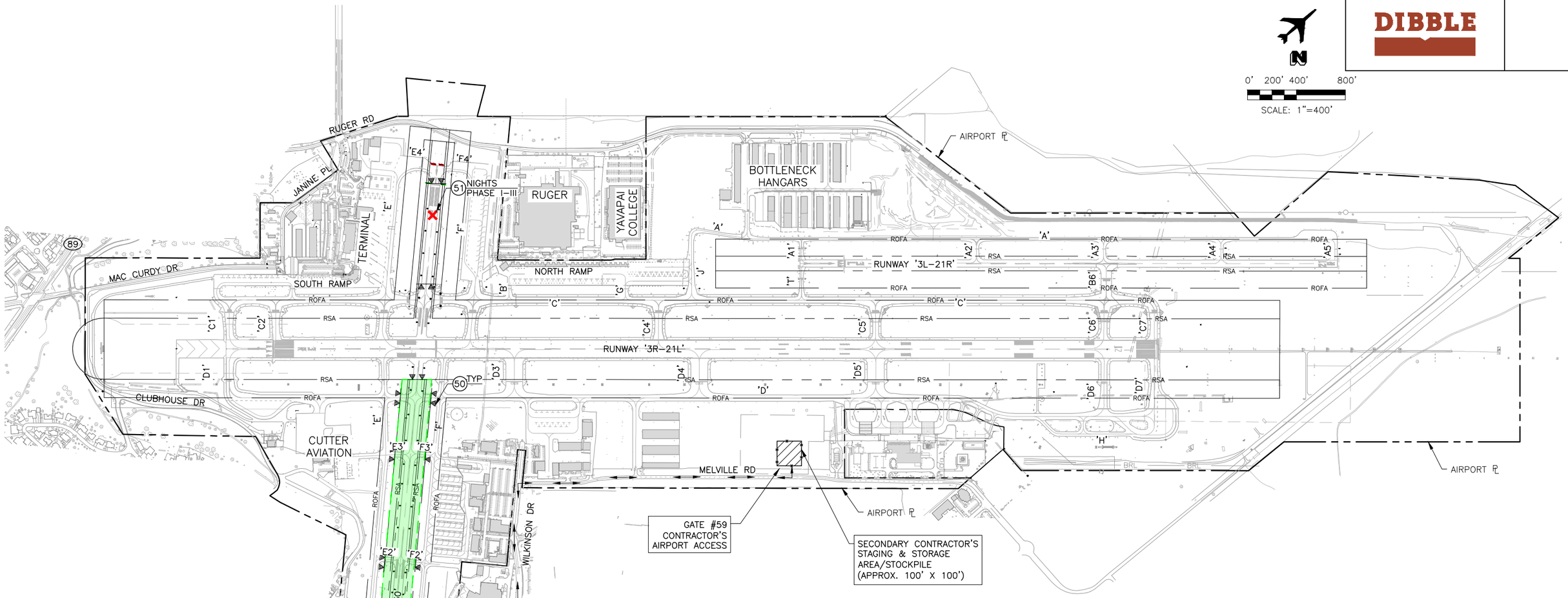
AS BUILT DATE

DIBBLE

0' 200' 400' 800'

SCALE: 1"=400'



PHASING SCHEDULE

	PHASE II	(28 CALENDAR DAYS, NIGHTWORK) REMOVE AND REPLACE RUNWAY LIGHTING, SIGNAGE, AND ASSOCIATED ELECTRICAL UNDERGROUND INFRASTRUCTURE WITH LED LIGHTING. INSTALL ADDITIONAL RUNWAY END/THRESHOLD EDGE LIGHT.

CONSTRUCTION NOTES

(50)	LOW–PROFILE BARRICADES 10' OC DET 1, SHT G2.1	NPI
(51)	LIGHTED 'X' PROVIDED & MAINTAINED BY THE CONTRACTOR. DET 2, SHT G2.1	NPI

LEGEND

- CONTRACTOR'S STAGING & STORAGE AREA
- CONTRACTOR HAUL ROUTE
- LOW–PROFILE BARRICADES
- LIGHTED 'X'

	REVISION	BY	DATE
△			

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

CONSTRUCTION PHASING PLAN
PHASE II

DRN: DSO	DES: VS	CK: DHD
DATE: 10/25	DATE: 10/25	DATE: 10/25

SCALE: 1"=400'

APPENDIX A

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or dick Arizona811.com

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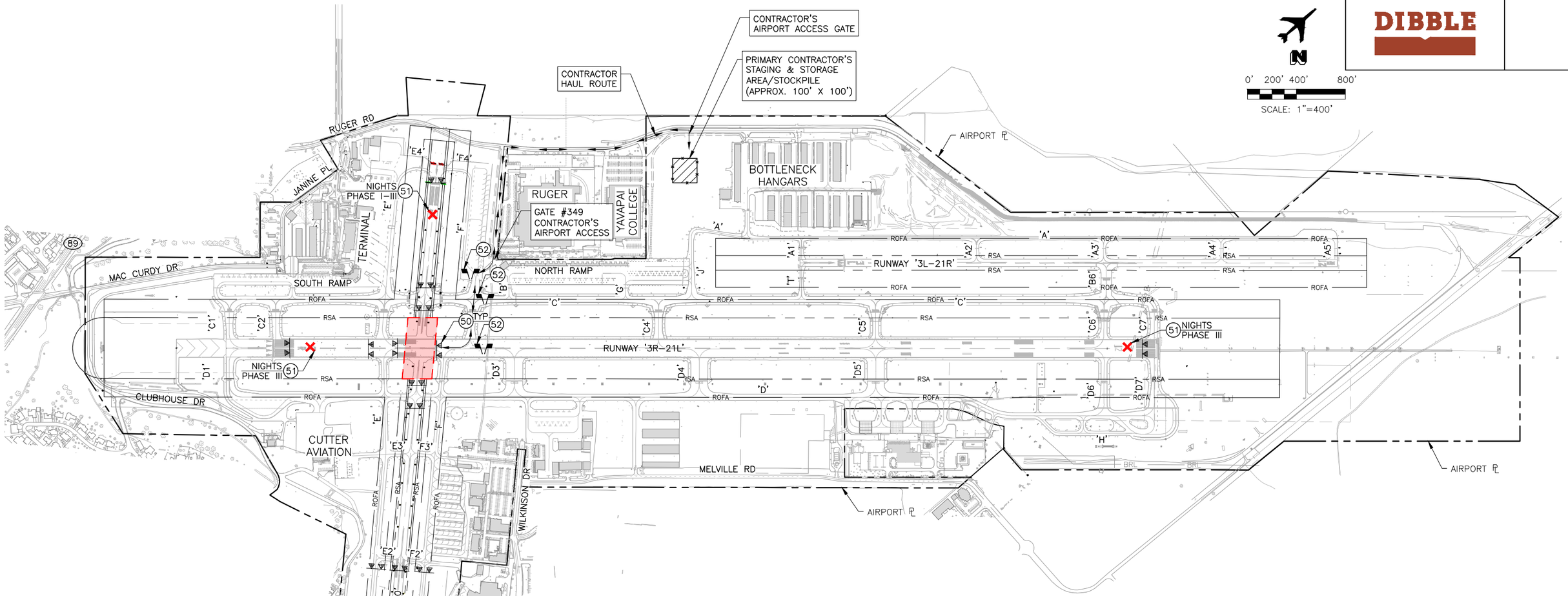
AS BUILT DATE

DIBBLE

0' 200' 400' 800'

SCALE: 1"=400'



PHASING SCHEDULE

	PHASE III	(6 CALENDAR DAYS, NIGHTWORK) REMOVE AND REPLACE RUNWAY LIGHTING, SIGNAGE, AND ASSOCIATED ELECTRICAL UNDERGROUND INFRASTRUCTURE WITH LED LIGHTING.

CONSTRUCTION NOTES

(50)	LOW–PROFILE BARRICADES 10' OC DET 1, SHT G2.1	NPI
(51)	LIGHTED 'X' PROVIDED & MAINTAINED BY THE CONTRACTOR. DET 2, SHT G2.1	NPI
(52)	CROSSING GUARD	NPI

LEGEND

- CONTRACTOR'S STAGING & STORAGE AREA
- CONTRACTOR HAUL ROUTE
- LOW–PROFILE BARRICADES
- LIGHTED 'X'
- FLAGGER

△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15	DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

CONSTRUCTION PHASING PLAN
PHASE III

DRN: DSO	DES: VS	CK: DHD
DATE: 10/25	DATE: 10/25	DATE: 10/25

SCALE: 1"=400'

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

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Appendix B Inspection Checklist

Item	Action Required (Describe)	No Action Required (Check)
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.		
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.		
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.		
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.		
Tall and especially relatively low visibility units (that is, equipment with slim profiles) — cranes, drills, and similar objects — located in critical areas, such as OFZ and approach zones.		
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on any apron, open taxiway, or open taxi lane or in a related safety, approach, or departure area.		
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose materials may blow about, potentially causing personal injury or equipment damage.		
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.		

Item	Action Required (Describe)	No Action Required (Check)
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.		
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.		
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.		
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.		
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.		
Lack of radio communications with construction vehicles in airport movement areas.		
Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		

Item	Action Required (Describe)	No Action Required (Check)
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		
Failure to provide for proper electrical lockout and tagout procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		
Failure to control dust. Consider limiting the amount of area from which the contractor is allowed to strip turf.		
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring and place it in conduit or bury it.		
Site burning, which can cause possible obscuration.		
Construction work taking place outside of designated work areas and out of phase		

CITY OF PRESCOTT

PRESCOTT REGIONAL AIRPORT
ERNEST A. LOVE FIELD

PRESCOTT, ARIZONA

RW 12-30 ELECTRICAL IMPROVEMENTS

PRC PROJECT NO. 25602
FAA GRANT NO. 3-04-0030-059-2025

AS BUILT DATE

DIBBLE

Registered Professional Engineer — CERTIFICATE NO. 47425 — DUANE H. DANA — Date Signed 03/21/2025 — Not to be used for construction after 12/31/2026

MAYOR

PHIL GOODE

CITY COUNCIL

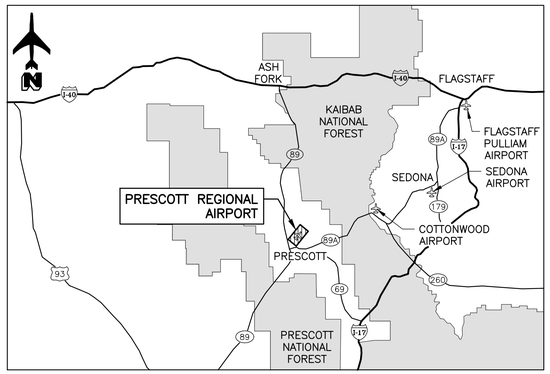
CONNIE CANTELME
BRANDON MONTOYA
ERIC MOORE
CATHEY RUSING
LOIS FRUHWIRTH
TED GAMBOGI

CITY MANAGER

DALLIN KIMBLE

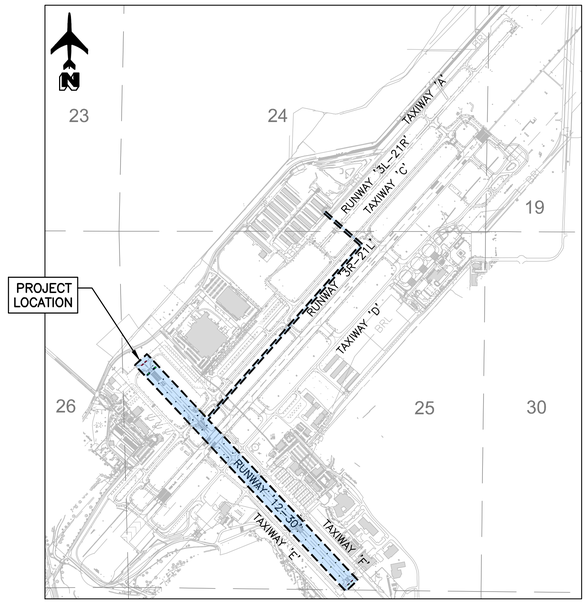
AIRPORT MANAGEMENT

RICHARD CRIDER (AIRPORT DIRECTOR)
PETE TOWNSEND (AIRPORT OPERATIONS)
JOHN KUEBRICH (CAPITAL PROJECTS MANAGER)
CHRISTINA PAPA (AIRPORT DEPUTY DIRECTOR)



VICINITY MAP

NTS



LOCATION MAP

T15N R2W, SEC25 NTS

PROJECT BENCHMARK

POINT NUMBER 16
FOUND AIRPORT PAC 'PRC B' BENCHMARK
DESCRIBED AS:
STEEL ROD WITH PUNCHMARK IN HANDHOLE.
GRID NORTHING = 1328014.96
GRID EASTING = 547816.39
PUBLISHED ELEVATION = 5004.93

RECORD DRAWING CERTIFICATION

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THAT THIS PROJECT HAS BEEN COMPLETED IN SUBSTANTIAL CONFORMANCE WITH THE APPROVED PLANS, SPECIFICATIONS AND REFERENCED STANDARDS, EXCEPT AS SHOWN HEREON; THAT THESE RECORD DRAWING PLANS REFLECT THE POSITION OF CONSTRUCTED IMPROVEMENTS BASED ON FIELD MEASUREMENTS; AND THAT THE MATERIALS USED IN CONSTRUCTION ARE AS SHOWN BASED ON FIELD OBSERVATION AND TEST RESULTS.

THIS CERTIFICATION DOES NOT WARRANT MATERIALS, WORKMANSHIP, METHODS OF CONSTRUCTION, OR OTHER ITEMS AFFECTING THE WARRANTY OF THIS PROJECT, TO THE CITY OF PRESCOTT. USERS OF THIS INFORMATION ARE ADVISED TO OBTAIN INDEPENDENT VERIFICATION OF ACTUAL CONDITIONS.

REGISTERED CIVIL ENGINEER _____ DATE _____

REGISTRATION NUMBER _____

CONSTRUCTION INSPECTION APPROVAL

CONTRACTOR _____ DATE _____

PERMIT NUMBER _____ DATE _____

APPROVED: _____ DATE _____
CITY OF PRESCOTT INSPECTOR

APPROVALS

APPROVED: _____ DATE _____
CITY ENGINEER

APPROVED: _____ DATE _____
UTILITIES MANAGER

APPROVED: _____ DATE _____
PROGRAM DEVELOPMENT MANAGER

COORDINATION LIST

ORGANIZATION	CONTACT	PHONE
DESIGN		
ENGINEER (CIVIL)	DUANE DANA	480-757-7876
SURVEYOR	JASON GRAHAM	602-957-1155

ORGANIZATION	FACILITY	CONTACT	PHONE	DATE SENT	RESPONSE
UTILITIES					
ARIZONA PUBLIC SERVICE	POWER	BECKY RUDD-LACY	928-443-6657	08/12/2024	NO RESPONSE
CABLE ONE	CATV	BILL VAN GAASBEEK	928-713-2918	08/12/2024	NO RESPONSE
CENTURYLINK/LUMEN	TELEPHONE (DESIGN REVIEW)	ARMEN MCNERLIN	928-777-1114 X4665	08/12/2024	09/17/2024
UNISOURCE ENERGY SERVICES	GAS	KAILY MEDINA	928-607-7527	08/12/2024	NO RESPONSE

	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

COVER

DRN: DSO	DES: VS	CK: DHD	DRAWING	SHEET
DATE: 3/25	DATE: 3/25	DATE: 3/25		
SCALE: NTS			G1.1	1 OF 43

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

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PRC PROJECT NO. 2024-066-15, PRC RW 12-30 ELECTRICAL IMPROVEMENTS, 100% SUBMITTAL, 3/21/2025

AS BUILT DATE

DIBBLE

47425 DUANE H. DANA — Registered Professional Engineer — Certificate No. — State of Arizona — Date Signed 03/21/2025

LEGEND

- PROJECT BENCHMARK
- SECONDARY PROJECT BENCHMARK
- NEW ELECTRICAL
- EXISTING ELECTRICAL
- EXISTING CATCH BASIN
- EXISTING PULL BOX/VAULT
- EXISTING AC PVMT
- EXISTING PCCP PVMT
- NEW TAXIWAY EDGE LIGHT
- CENTER LINE
- NEW FLUSH–MOUNT EDGE LIGHT
- NEW RUNWAY EDGE LIGHT
- TAXIWAY EDGE REFLECTIVE MARKER
- NEW HANDHOLE
- EXISTING UTILITY PEDESTAL
- EXISTING FENCE
- AIRPORT PROPERTY BOUNDARY
- EXISTING WINDCONE
- EXISTING ELEVATED TAXIWAY EDGE LIGHT
- EXISTING ELEVATED RUNWAY EDGE LIGHT
- EXISTING RUNWAY END/THRESHOLD LIGHT
- EXISTING HANDHOLE
- EXISTING AIRSIDE GUIDANCE SIGN
- EXISTING RUNWAY END IDENTIFIER LIGHT (REIL)
- EXISTING PRECISION APPROACH PATH INDICATOR (PAPI)

ABBREVIATIONS

ABC	AGGREGATE BASE COURSE
ADG	AIRPLANE DESIGN GROUP
AC	ASPHALT CONCRETE
ASOS	AUTOMATED SURFACE OBSERVING SYSTEM
BCF	BRASS CAP FLUSH
BM	BENCHMARK
C/L	CENTERLINE
CONT ITEM	CONTINGENT ITEM
CONST	CONSTRUCTION
CP	CONTROL POINT
CMP	CORRUGATED METAL PIPE
DIP	DUCTILE IRON PIPE
EOP	EDGE OF PAVEMENT
EX, EXST	EXISTING
FAA	FEDERAL AVIATION ADMINISTRATION
FG	FINISHED GRADE
FL	FLOWLINE
G	GROUND
GR	GRATE
HW	HEAD WALL
IE, INV	INVERT ELEVATION
LCA	LOCALIZER CRITICAL AREA
MAG	MARICOPA ASSOCIATION OF GOVERNMENTS
MOD	MODIFIED
NPI	NON–PAY ITEM
OC	ON CENTER
OFA	OBJECT FREE AREA
OFZ	OBJECT FREE ZONE
PCCP	PORTLAND CEMENT CONCRETE PAVEMENT
PC	POINT OF CURVATURE
PRC	POINT OF REVERSE CURVATURE
PT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
PVMT	PAVEMENT
RCP	REINFORCED CONCRETE PIPE
RGRCP	RUBBER GASKETED REINFORCED CONCRETE PIPE
ROFA	RUNWAY OBJECT FREE AREA
RSA	RUNWAY SAFETY AREA
RW	RUNWAY
STD DET	STANDARD DETAIL
SD	STORM DRAIN
SRHDPE	SPIRAL RIBBED HIGH DENSITY POLYETHYLENE
SS	SANITARY SEWER
SRMP	SPIRAL RIB METAL PIPE
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
TBM	TEMPORARY BENCHMARK
TLOFA	TAXILANE OBJECT FREE AREA
TOFA	TAXIWAY OBJECT FREE AREA
TSA	TAXIWAY SAFETY AREA
TW	TAXIWAY
TYP	TYPICAL
UNO	UNLESS NOTED OTHERWISE
USFS	U.S. FOREST SERVICE
YAG	YAVAPAI ASSOCIATION OF GOVERNMENT

GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO MARICOPA ASSOCIATION OF GOVERNMENTS (MAG) & CITY OF PRESCOTT (COP) CONSTRUCTION STANDARDS & SPECIFICATIONS. LATEST REVISIONS, UNLESS SPECIFICALLY APPROVED BY THE CITY AND MODIFIED ON THE PLANS, IN CONJUNCTION WITH THE LATEST REVISIONS OF THE MARICOPA ASSOCIATION OF GOVERNMENTS STANDARD SPECIFICATIONS AND DETAILS (MAG STANDARDS), UNLESS SPECIFICALLY MODIFIED ON THE PLANS, ALL IN CONJUNCTION WITH THE FEDERAL AVIATION ADMINISTRATION (FAA) ADVISORY CIRCULARS (AC) AS IDENTIFIED AND SPECIFIED WITHIN THE PLANS AND CONTRACT DOCUMENTS.
2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN COPIES OF MAG AND CITY OF PRESCOTT STANDARDS AND SPECIFICATIONS AS WELL AS ALL OTHER FEDERAL STANDARDS AND SPECIFICATIONS NECESSARY TO COMPLETELY AND ACCURATELY INTERPRET THESE PLANS.
3. ALL PLANS SIGNED BY THE CITY ENGINEER ARE NULL AND VOID ONE YEAR FROM DATE OF SIGNATURE IF CONSTRUCTION HAS NOT STARTED. RESUBMITTAL AND REVIEW SHALL BE REQUIRED, AFTER ONE YEAR.
4. ALL QUANTITIES SHOWN ON THE PLANS ARE APPROXIMATE, ARE NOT VERIFIED BY THE PUBLIC WORKS DIRECTOR, AND ARE FURNISHED SOLELY FOR THE CONTRACTOR'S CONVENIENCE. THEY DO NOT NECESSARILY CORRESPOND TO BID SCHEDULE ITEMS. PAYMENT SHALL BE BASED ON BID SCHEDULE ITEMS FOR ACTUAL QUANTITIES PROVIDED AND INSTALLED. THE CONTRACTOR SHALL NOT BE RELIEVED OF HIS RESPONSIBILITY FOR INDEPENDENTLY ESTIMATING WORK QUANTITIES PRIOR TO BIDDING.
5. CITY OF PRESCOTT PUBLIC WORKS DEPARTMENT PERMIT(S) WILL BE REQUIRED FOR ALL OFF–SITE CONSTRUCTION AND CONSTRUCTION WITHIN PUBLIC RIGHT OF WAY OR EASEMENTS.
6. IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN, AT HIS OWN EXPENSE, SUCH PERMITS AS ARE REQUIRED FROM THE APPROPRIATE AGENCIES.
7. THE PUBLIC WORKS DEPARTMENT SHALL BE NOTIFIED A MINIMUM OF 72 HOURS PRIOR TO BEGINNING ANY CONSTRUCTION (928)777–1140.
8. ANY WORK PERFORMED WITHOUT THE KNOWLEDGE AND APPROVAL OF THE PUBLIC WORKS DIRECTOR AND/OR ALL WORK MATERIALS NOT IN CONFORMATION WITH THE PLANS AND SPECIFICATIONS IS SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
9. A THOROUGH ATTEMPT HAS BEEN MADE TO SHOW THE LOCATION OF ALL UNDERGROUND OBSTRUCTIONS AND UTILITY LINES IN THE WORK AREA. THE ENGINEER AND THE CITY OF PRESCOTT WILL NOT GUARANTEE ANY LOCATIONS OR ELEVATIONS OF EXISTING UNDERGROUND UTILITIES SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE AND SHALL NOT BE RELIEVED OF RESPONSIBILITY FOR MAKING A COMPLETE AND ACCURATE ON–SITE DETERMINATION OF THE LOCATIONS OF ALL UTILITIES, STRUCTURES, AND FIELD CONDITIONS WHICH MAY AFFECT THE PROGRESS OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO STRUCTURES AND UTILITIES ENCOUNTERED DURING CONSTRUCTION AND SHALL FIELD EXPOSE EXISTING UNDERGROUND UTILITIES PRIOR TO TRENCHING IN THEIR VICINITY.
10. THE CONTRACTOR IS REQUIRED TO CONTACT ARIZONA 811 (1–800–782–5348) A MINIMUM OF TWO WORKING DAYS (48 HOURS) PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE APPROPRIATE UTILITY COMPANIES SHALL BE NOTIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE RELOCATION AND/OR SUPPORT OF ALL UTILITIES, POWER POLES, ETC., THAT MAY BE NECESSARY.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE PUBLIC WORKS DEPARTMENT FOR APPROVAL, TRAFFIC CONTROL PLANS PRIOR TO BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL DETERMINE AND SUBMIT FOR APPROVAL THE EXACT SIGNING/TRAFFIC CONTROL DEVICES NECESSARY AND ALL TRAFFIC CONTROL WORK SHALL BE IN ACCORDANCE WITH THE LATEST REVISIONS THEREOF. NO STREET IS TO BE CLOSED, RESTRICTED, OR CONSTRUCTED UPON UNTIL A TRAFFIC CONTROL PLAN IS PREPARED BY THE CONTRACTOR AND SUBMITTED TO THE PUBLIC WORKS DIRECTOR ONE WEEK IN ADVANCE FOR REVIEW AND APPROVAL.
13. APPROPRIATE EMERGENCY AGENCIES SHALL BE NOTIFIED 24 HOURS PRIOR TO ANY CLOSING OF STREETS.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION SURVEYING AND LAYOUT WITH CONTROL PROVIDED BY THE DESIGN ENGINEER OR HIS DESIGNEE.
15. THE CONTRACTOR IS RESPONSIBLE FOR QUALITY CONTROL MEASURES SUFFICIENT TO PRODUCE MATERIALS AND WORKMANSHIP OF ACCEPTABLE QUALITY. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL SUBMIT A QUALITY CONTROL PLAN. THE CONTRACTOR AT HIS OWN EXPENSE SHALL PROVIDE AN INDEPENDENT GEOTECHNICAL FIRM TO PERFORM QUALITY CONTROL TESTING SUCH AS SOILS AND CONCRETE TESTING, AND FULL TIME ASPHALTIC CONCRETE LAYDOWN COMPACTION TESTING AND ADEQUATE PLANT CONTROL FOR EACH PAVING DAY. THE CITY, BY SEPARATE CONTRACT, WILL BE RESPONSIBLE FOR QUALITY ASSURANCE TESTING AS IT MAY DEEM NECESSARY.
16. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS OF TESTING AND INSPECTION, INCLUDING THE PRESENCE OF CITY INSPECTORS, REQUIRED AT NIGHT OR ON WEEKENDS.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RE–WORK AND/OR REMOVAL AND REPLACEMENT OF ALL MATERIALS REPRESENTED BY FAILING TESTS OR SUBSTANDARD WORKMANSHIP.
18. THE CONTRACTOR SHALL IMPLEMENT BEST–HOUSE–KEEPING MEASURES, AND EROSION AND SEDIMENT CONTROL MEASURES, TO PREVENT THE TRANSPORT OF CONSTRUCTION MATERIALS INTO DRAINAGE INLETS, STORM DRAIN MANHOLES, UTILITY STRUCTURES, OR ONTO ADJACENT STREETS AND PROPERTIES.
19. APPROVAL OF A PORTION OF THE WORK IN PROGRESS DOES NOT GUARANTEE ITS FINAL ACCEPTANCE. TESTING AND EVALUATION MAY CONTINUE UNTIL THE WRITTEN FINAL ACCEPTANCE OF A COMPLETE AND WORKABLE UNIT.
20. THE CITY OF PRESCOTT MAY SUSPEND THE WORK BY WRITTEN NOTICE WHEN, IN ITS JUDGEMENT, PROGRESS IS UNSATISFACTORY, WORK BEING DONE IS UNAUTHORIZED OR DEFECTIVE, WEATHER CONDITIONS ARE UNSTABLE, OR THERE IS A DANGER TO THE PUBLIC HEALTH AND SAFETY.
21. ALL OBSTRUCTIONS IN THE RIGHT–OF–WAY SHALL BE REMOVED BEFORE ANY CONSTRUCTION IS PERMITTED.
22. REMOVAL OF STRUCTURES AND OBSTRUCTIONS AS NECESSARY TO COMPLETE THE WORK, OTHER THAN SPECIFICALLY SCHEDULED IN THE BID, IS INCIDENTAL TO THE CONTRACT. NO SEPARATE MEASUREMENT OF OR PAYMENT FOR UNSCHEDULED REMOVAL ITEMS WILL BE MADE.
23. CLEARING AND GRUBBING IS CONSIDERED INCIDENTAL TO THE WORK UNLESS SCHEDULED IN THE BID. NO SEPARATE MEASUREMENT OF OR PAYMENT FOR CLEARING, GRUBBING, AND MISC REMOVALS WILL BE MADE. ALL EXCAVATION, EMBANKMENTS, AND FILLS SHALL FIRST BE CLEARED OF STUMPS, TRASH, WEEDS, RUBBISH, AND LOOSE BOULDERS WHICH SHALL BE REMOVED AND DISPOSED OF. THE CONTRACTOR MUST SATISFY HIMSELF REGARDING THE CHARACTER AND AMOUNT OF LOAM, CLAY, SAND, QUICKSAND, HARDPAN, GRAVEL, ROCK, WATER, AND ALL OTHER MATERIAL TO BE ENCOUNTERED AND WORK TO BE PERFORMED.
24. THE CONTRACTOR SHALL GUARD AGAINST DAMAGE DURING CONSTRUCTION TO EXISTING PROPERTIES AND IMPROVEMENTS. ANY ITEMS DAMAGED BY THE CONTRACTOR'S ACTIVITIES SHALL BE REPLACED IN KIND OR BETTER AT CONTRACTOR'S EXPENSE.
25. THE CONTRACTOR SHALL KEEP SUITABLE EQUIPMENT ON HAND AT THE JOBSITE FOR MAINTAINING DUST CONTROL, AND SHALL CONTROL DUST AS DIRECTED BY THE APPROPRIATE AGENCIES, AS WELL AS ANY FOREIGN OBJECT DEBRIS (FOD) WITHIN THE AOA.
26. STREET AND TRAFFIC SIGNS WILL BE RELOCATED BY THE CONTRACTOR, IF NECESSARY, AT THE DIRECTION OF THE PUBLIC WORKS DIRECTOR.
27. BACKFILL COMPACTION SHALL BE TYPE I (MAG, SECTION 601) UNLESS OTHERWISE NOTED WITHIN THE PLANS OR SPECIFICATIONS.
28. AGGREGATE BASE COURSE SHALL NOT BE PLACED ON SUBGRADE UNTIL SUBGRADE REQUIREMENTS HAVE BEEN ACHIEVED AND ACCEPTED BY THE RESIDENT ENGINEER.
29. NO PAVING CONSTRUCTION SHALL BE STARTED UNTIL ALL UNDERGROUND UTILITIES WITHIN THE ROADWAY PRISM ARE VERIFIED FOR DETAIL CONFORMANCE, COMPLETED AND TESTED (TO INCLUDE BUT NOT LIMITED TO) SEWER TESTING, LOW AIR TESTING OF MAIN LINE AND SERVICES, TRACE WIRE TESTING, DEFLECTION TESTING AND VERIFICATION OF MANHOLES CONFORMING TO COP DETAIL 420P. WATER TESTING CHLORINATION/DISENFECTING OF MAIN LINE SERVICES, PRESSURE TESTING, TRACE WIRE TESTING AND VERIFICATION OF VALVE BOXES CONFORMING TO THE COP DETAIL 391P.
30. ALL AC PAVEMENT SECTIONS ARE SHOWN IN THE PLANS. MIX DESIGNS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO START OF PRODUCTION.
31. ALL UTILITY FRAMES, COVERS, VALVE BOXES, MANHOLES, ETC. SHALL BE ADJUSTED TO FINISH ASPHALT GRADE BEFORE PLACEMENT OF SURFACE COURSE BY THE CONTRACTOR PER COP STANDARD DETAILS.
32. ALL DISTURBED FENCES SHALL BE REPLACED IN KIND. CONTRACTOR SHALL EXTEND FENCE REPLACEMENT TO THE CLOSEST UPRIGHT SUPPORT NECESSARY FOR STABILITY.
33. ACCEPTANCE OF THE COMPLETED PAVING STRUCTURE WILL NOT BE GIVEN UNTIL REPRODUCIBLE "AS–BUILT" PLANS HAVE BEEN SUBMITTED BY THE PROJECT ENGINEER OR CONTRACTOR, AND APPROVED BY THE CITY.
34. ALL CONCRETE TO BE AT LEAST 3000 PSI CLASS "A" PORTLAND CEMENT CONCRETE, UNLESS OTHERWISE SPECIFIED ON THE PLANS, SPECIFICATIONS, OR IN STANDARD DETAILS.
35. EDGES OF CONCRETE STRUCTURES TO HAVE A ¾" CHAMFER, UNLESS OTHERWISE SPECIFIED ON THE PLANS.
36. CONCRETE SURFACES TO HAVE A BROOM FINISH UNLESS OTHERWISE NOTED ON THE PLANS.
37. ALL EXPANSION JOINTS TO BE SEALED WITH 1/2" EXPANSION JOINT, PRE–FORMED JOINT FILLER AND SEALER, IN ACCORDANCE WITH MAG SECTION 729, UNLESS OTHERWISE SPECIFIED IN THE PLANS OR SPECIFICATIONS.
38. NO JOB WILL BE CONSIDERED COMPLETE UNTIL ALL OFFSITE CURBS, PAVEMENT AND SIDEWALKS HAVE BEEN SWEPT CLEAN OF ALL DIRT AND DEBRIS, AS WELL AS ALL PAVEMENT WITHIN THE AIR OPERATIONS AREA (AOA). THE CONTRACTOR IS DIRECTED TO PRC'S CONSTRUCTION SAFETY PLAN FOR FURTHER DIRECTION.
39. CONTRACTOR/DEVELOPER SHALL WARRANT ALL WORK FOR A MINIMUM OF A TWO YEAR PERIOD.
40. THE CONTRACTOR IS RESPONSIBLE FOR AND SHALL TAKE PRECAUTIONS TO PROTECT THE WORK AND MATERIALS ASSOCIATED WITH THESE PLANS. ANY DAMAGE TO THESE ITEMS BEFORE THE PROJECT IS TURNED OVER TO THE OWNER SHALL BE REPAIRED IN KIND BY THE CONTRACTOR AND AT HIS SOLE EXPENSE. SEE GENERAL PROVISIONS.
41. THE CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION SURVEY AND STAKING.

	REVISION	BY	DATE
△			

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

LEGEND, ABBREVIATIONS & GENERAL NOTES

Contact Arizona 811 at least two full working days before you begin excavation. ARIZONA811 Call 811 or click Arizona811.com

DRN: DSO	DES: VS	CK: DHD	DRAWING	SHEET
DATE: 3/25	DATE: 3/25	DATE: 3/25		
SCALE: NTS			G1.2	2 OF 43

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AS BUILT DATE

DIBBLE

Registered Professional Engineer
CERTIFICATE NO.
47425
DUANE H. DANA
Date Signed 03/31/25
ARIZONA U.S.A.

PRESCOTT REGIONAL AIRPORT
RUNWAY '12-30' ELECTRICAL IMPROVEMENTS
ESTIMATED QUANTITIES

LINE No.	ITEM No.	DESCRIPTION	APPROX. QTY.	UNIT	AS-BUILT QTY.
		CIVIL			
1	C-105-6.1	Mobilization	1	LS	
2	GTP-50.01.1	Location of Underground Utilities	1	LS	
3	GTP-60.04.1	Airfield Safety and Security	1	LS	
		ELECTRICAL			
4	L-100-5.1	Remove and Temporarily Reinstall Runway Edge, End / Threshold Light and Isolation Transformer, Base Can to Remain	58	EA	
5	L-100-5.2	Remove Existing Runway Edge, End / Threshold Light and Isolation Transformer, Remove Base Can	2	EA	
6	L-100-5.3	Remove and Temporarily Reinstall In-pavement Runway Edge Light and Isolation Transformer, Base Can to Remain	2	EA	
7	L-100-5.4	Remove Existing Conductor, Conduit to Remain (15480 LF)	1	LS	
8	L-100-5.5	Remove, Temporarily Mount and Power Airfield Guidance Sign and Isolation Transformer, Demo Sign Base	7	EA	
9	L-100-5.6	Remove and Salvage Airfield Guidance Sign and Isolation Transformer, Sign Base to Remain	15	EA	
10	L-100-5.7	Excavate and Remove Existing Junction Can / Pull Box	1	EA	
11	L-100-5.8	Temporary Airfield Lighting Circuit Jumpers	1	LS	
12	L-100-5.9	Disconnect and Remove Existing CCR for Reinstallation or Return to Owner	6	EA	
13	L-100-5.10	Install and Reconnect Existing Relocated CCR, Reconnect Existing Feeder, Control / Monitoring Unit to Existing ALCMS and Test	3	EA	
14	L-100-5.11	Provide, Install and Connect New 10kW L-829 CCR with New Integrated Control / Monitoring Unit and Test	2	EA	
15	L-100-5.12	Provide, Install and Connect New 7.5kW L-829 CCR with New Integrated Control / Monitoring Unit and Test	1	EA	
16	L-100-5.13	Provide, Install and Connect New 2.5kW L-829 CCR with New Integrated Control / Monitoring Unit and Test	1	EA	
17	L-100-5.14	Provide and Install New Eaton, Type FD 20Amp, 2-Pole, 480V Breaker in Existing Panel	1	EA	
18	L-100-5.15	Provide and Install New Eaton, Type FD 30Amp, 2-Pole, 480V Breaker in Existing Panel	2	EA	
19	L-100-5.16	Provide and Install New Eaton, Type FD 40Amp, 2-Pole, 480V Breaker in Existing Panel	3	EA	
20	L-100-5.17	Provide Coordination and Tech Support for Manufacturer Testing and Commissioning of Relocated Existing and New CCRs	1	LS	
21	L-108-5.1	L-824, Type C, 1/C #8 AWG, 5kV Cable	11,050	LF	
22	L-108-5.2	L-824, Type C, 2/C #8 AWG, 5kV Cable	6,905	LF	
23	L-110-5.1	Single-way, (1) - 2" Conduit, Direct Earth Buried with Counterpoise	565	LF	
24	L-115-5.1	New L-867B Junction Can / Light Base with Blank Cover and Gasket	2	EA	
25	L-115-5.2	New 3" L-867B Base Can Extension on Existing Light Base with Concrete Surround for Raising Low Edge Light Bases	4	EA	
26	L-125-5.1	New L-852D(L) LED Medium Intensity Runway Edge Light (W/W) on Existing L-868 Light Base	2	EA	

PRESCOTT REGIONAL AIRPORT
RUNWAY '12-30' ELECTRICAL IMPROVEMENTS
ESTIMATED QUANTITIES

LINE No.	ITEM No.	DESCRIPTION	APPROX. QTY.	UNIT	AS-BUILT QTY.
27	L-125-5.2	New L-858 Size 2, 1-Module Airfield Guidance Sign and Isolation Transformer, on New Concrete Sign Base	1	EA	
28	L-125-5.3	New L-858 Size 2, 1-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor	3	EA	
29	L-125-5.4	New L-858 Size 1, 2-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	3	EA	
30	L-125-5.5	New L-858 Size 1, 2-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor	2	EA	
31	L-125-5.6	New L-858 Size 2, 2-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	2	EA	
32	L-125-5.7	New L-858 Size 2, 2-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor	2	EA	
33	L-125-5.8	New L-858 Size 2, 3-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	2	EA	
34	L-125-5.9	New L-858 Size 2, 3-Module Airfield Guidance Sign and Isolation Transformer on Existing Extended Concrete Sign Base with New Sign Ground Rod and Conductor	4	EA	
35	L-125-5.10	New L-858 Size 1, 4-Module Airfield Guidance Sign and Isolation Transformer on New Concrete Sign Base	1	EA	
36	L-125-5.11	New L-858 Size 2, 4-Module Airfield Guidance Sign and Isolation Transformer on Existing Concrete Sign Base with New Sign Ground Rod and Conductor	2	EA	
37	L-125-5.12	New L-858 Size 2, 4-Module Airfield Guidance Sign and Isolation Transformer on Existing Extended Concrete Sign Base with New Sign Ground Rod and Conductor	1	EA	
38	L-125-5.13	36" Concrete Sign Base Extension, Installed On Existing Sign Base (if Required)	2	EA	
39	L-125-5.14	Install and Connect New Sign Ground w/ Rod at New Sign on Existing Base (If Required)	5	EA	
40	L-125-5.15	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/W) and Isolation Transformer on New L-867 Base Can	1	EA	
41	L-125-5.16	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/W) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	17	EA	
42	L-125-5.17	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/Y) and Isolation Transformer on New L-867 Base Can	1	EA	
43	L-125-5.18	New Elevated L-861(L) LED Runway Edge Light (Omni-Directional W/Y) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	21	EA	
44	L-125-5.19	New Elevated L-861(L) LED Runway Edge Light (Bi-Directional R/R) and Isolation Transformer on New L-867 Base Can	2	EA	
45	L-125-5.20	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/R) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	6	EA	
46	L-125-5.21	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional W/G) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	2	EA	
47	L-125-5.22	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/G) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	6	EA	
48	L-125-5.23	New Elevated L-861E(L) LED Runway End / Threshold Light (Uni-Directional G/Obscure) and Isolation Transformer on Existing L-867 Base Can w/ New Bolts and Gasket	6	EA	
49	L-125-5.24	New L-861(L) LED Runway Edge Light (Omni-Directional W/W) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	2	EA	
50	L-125-5.25	New Elevated L-861(L) LED Runway Edge Light (Bi-Directional W/Y) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	2	EA	
51	L-125-5.26	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/R) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	
52	L-125-5.27	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional W/G) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	
53	L-125-5.28	New Elevated L-861E(L) LED Runway End / Threshold Light (Bi-Directional R/G) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	
54	L-125-5.29	New Elevated L-861E(L) LED Runway End / Threshold Light (Uni-Directional G/Obscure) w/ Stems, Frangible Couplings and Isolation Transformers (Spares)	1	EA	

SHEET INDEX

SHT NO.	DWG NO.	SHEET TITLE
		GENERAL
1	G1.1	COVER
2	G1.2	LEGEND, ABBREVIATIONS & GENERAL NOTES
3	G1.3	SHEET INDEX & QUANTITIES
4	G1.4	SURVEY CONTROL PLAN
5	G1.5	AIRPORT & PROJECT SITE PLAN
		PHASING
6	G2.1	CONSTRUCTION PHASING PLAN OVERALL
7	G2.2	CONSTRUCTION PHASING PLAN PHASE I
8	G2.3	CONSTRUCTION PHASING PLAN PHASE II
9	G2.4	CONSTRUCTION PHASING PLAN PHASE III
		ELECTRICAL
10	E1.1	ELECTRICAL LEGEND
11	E1.2	ELECTRICAL NOTES
12	E2.1	AIRFIELD ELECTRICAL DEMOLITION PLAN
13	E2.2	AIRFIELD ELECTRICAL DEMOLITION PLAN
14	E2.3	AIRFIELD ELECTRICAL DEMOLITION PLAN
15	E2.4	AIRFIELD ELECTRICAL DEMOLITION PLAN
16	E2.5	AIRFIELD ELECTRICAL DEMOLITION PLAN
17	E2.6	AIRFIELD ELECTRICAL DEMOLITION PLAN
18	E2.7	AIRFIELD ELECTRICAL DEMOLITION PLAN
19	E2.8	AIRFIELD ELECTRICAL DEMOLITION PLAN
20	E2.9	AIRFIELD ELECTRICAL DEMOLITION PLAN
21	E2.10	AIRFIELD ELECTRICAL DEMOLITION PLAN
22	E3.1	AIRFIELD ELECTRICAL PLAN
23	E3.2	AIRFIELD ELECTRICAL PLAN
24	E3.3	AIRFIELD ELECTRICAL PLAN
25	E3.4	AIRFIELD ELECTRICAL PLAN
26	E3.5	AIRFIELD ELECTRICAL PLAN
27	E3.6	AIRFIELD ELECTRICAL PLAN
28	E3.7	AIRFIELD ELECTRICAL PLAN
29	E3.8	AIRFIELD ELECTRICAL PLAN
30	E3.9	AIRFIELD ELECTRICAL PLAN
31	E3.10	AIRFIELD ELECTRICAL PLAN
32	E4.1	AIRFIELD GUIDANCE SIGNAGE SCHEDULE
33	E4.2	AIRFIELD GUIDANCE SIGNAGE SCHEDULE
34	E5.1	CONDUIT DUCTBANK DETAILS
35	E5.2	GROUNDING DETAILS
36	E5.3	JUNCTION CAN DETAIL
37	E5.4	TYPICAL 5KV CABLE SPLICE DETAIL
38	E5.5	NEW CAST-IN-PLACE AIRFIELD GUIDANCE SIGN BASE DETAIL
39	E5.6	ELEVATED EDGE LIGHTING DETAILS
40	E5.7	IN-PAVEMENT EDGE LIGHTING & SIGN BASE EXTENSION DETAILS
41	E6.1	EQUIPMENT DATA TABLES
42	E7.1	EXST AIRFIELD LIGHTING VAULT – ELEC EQUIPMENT MODIFICATION PLAN
43	E7.2	EXST AIRFIELD LIGHTING VAULT – PANEL SCHED & CCR INSTALL SCHED

	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

SHEET INDEX & QUANTITIES

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DRN: DSO	DES: VS	CK: DHD	DRAWING	SHEET
DATE: 3/25	DATE: 3/25	DATE: 3/25		
SCALE: NTS			G1.3	3 OF 43

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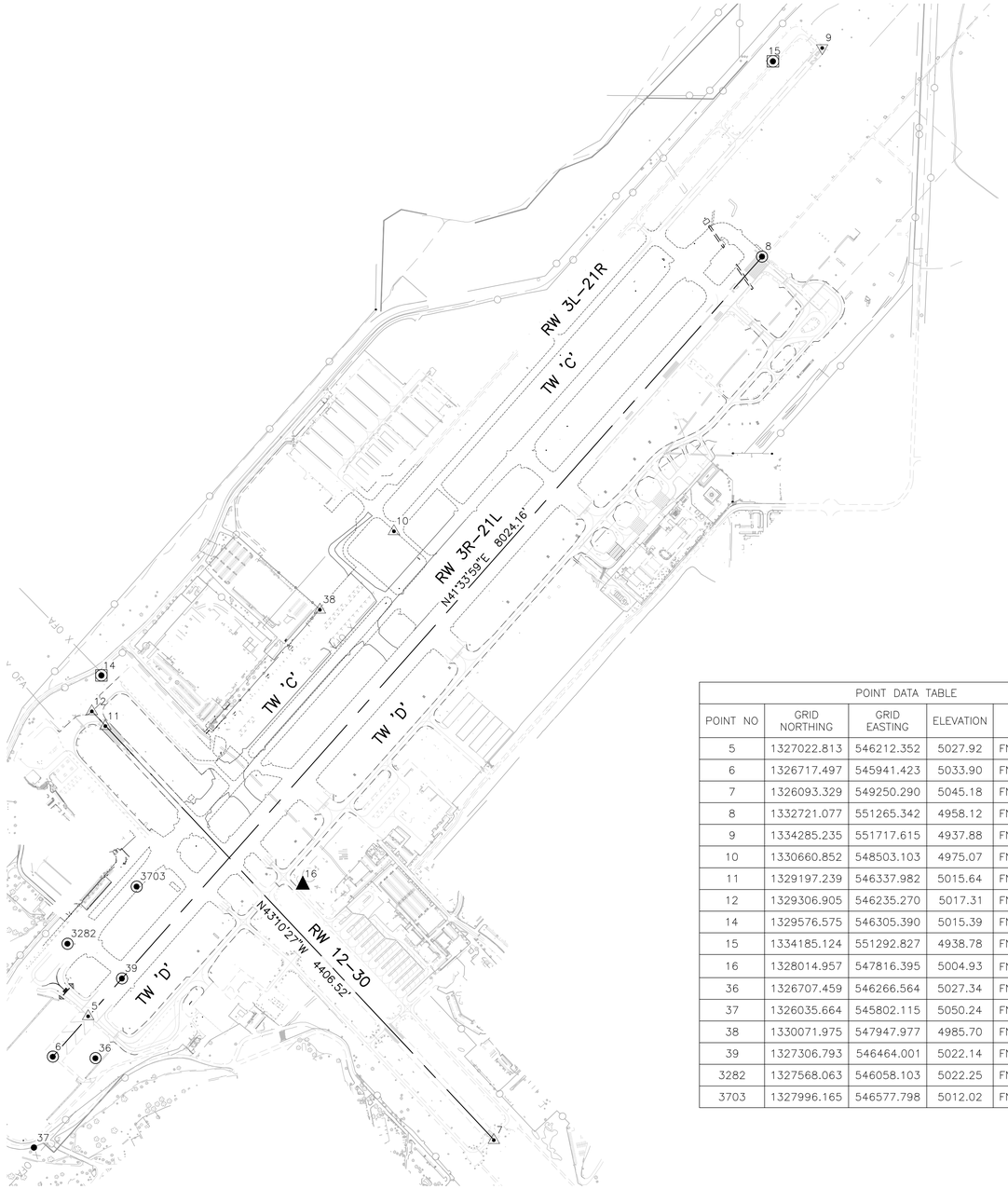

SURVEYOR'S NOTES

1. COORDINATES WERE VERIFIED IN THE FIELD USING REAL TIME KINEMATIC GPS OBSERVATIONS RELATIVE TO PUBLISHED CONTROL POINTS.
2. SURVEYED DURING THE MONTH OF MARCH 2019.
3. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL CONTROLS IN THE FIELD PRIOR TO CONSTRUCTION.
4. PROJECT META DATA
   UNITS: COORDINATES, DISTANCES AND ELEVATIONS ARE SHOWN IN INTERNATIONAL FEET (3.2808 IFT = 1 METER)
   INTERNATIONAL FOOT WAS USED BY REQUEST FROM PRESCOTT AIRPORT TO MATCH PREVIOUS TERMINAL PROJECT.

   HORIZONTAL DATUM (BASIS OF BEARINGS):
   NAD83 (2011 EPOCH) ARIZONA CENTRAL ZONE

   VERTICAL DATUM:
   NAVD '88

   PROJECT BENCHMARK:
   POINT NUMBER 16
   FOUND AIRPORT PAC 'PRC B' BENCHMARK DESCRIBED AS:
   STEEL ROD WITH PUNCHMARK IN HANDHOLE.
   GRID NORTHING = 1328014.96
   GRID EASTING = 547816.39
   PUBLISHED ELEVATION = 5004.93
5. THE COORDINATES PRESENTED ARE SHOWN TO THREE DECIMAL PLACES FOR CALCULATION PURPOSES AND ARE NOT REPRESENTATIVE OF THE PRECISION OF THE SURVEY MEASUREMENTS
6. THIS IS NOT A PROPERTY BOUNDARY SURVEY.

0' 250' 500' 1000'

SCALE: 1"=500'

AS BUILT DATE

DIBBLE

Registered Land Surveyor
CERTIFICATE NO.
47537
JASON P.
GRAHAM
Date Signed 01/29/24
Not valid without signature and original seal

POINT DATA TABLE				
POINT NO	GRID NORTHING	GRID EASTING	ELEVATION	DESCRIPTION
5	1327022.813	546212.352	5027.92	FND–NAIL
6	1326717.497	545941.423	5033.90	FND–BCF
7	1326093.329	549250.290	5045.18	FND–NAIL
8	1332721.077	551265.342	4958.12	FND–BCF
9	1334285.235	551717.615	4937.88	FND–WASHER
10	1330660.852	548503.103	4975.07	FND–NAIL
11	1329197.239	546337.982	5015.64	FND–NAIL
12	1329306.905	546235.270	5017.31	FND–NAIL
14	1329576.575	546305.390	5015.39	FND–ACHH
15	1334185.124	551292.827	4938.78	FND–ACHH
16	1328014.957	547816.395	5004.93	FND–IBHH "PRC B"
36	1326707.459	546266.564	5027.34	FND–BCF COP
37	1326035.664	545802.115	5050.24	FND–RB
38	1330071.975	547947.977	4985.70	FND–NAIL T13941
39	1327306.793	546464.001	5022.14	FND–BCF
3282	1327568.063	546058.103	5022.25	FND–BCF PRC21L
3703	1327996.165	546577.798	5012.02	FND–BCF PRC21L

LEGEND

▲	BENCHMARK
——— — ——— — ———	RUNWAY CENTERLINE
FND–ACHH	FOUND ALUMINUM CAP IN HANDHOLE
FND–BCF	FOUND BRASS CAP FLUSH
FND–NAIL	FOUND MAG NAIL
FND–IBHH	FOUND IRON BAR IN HANDHOLE
FND–WASHER	FOUND NAIL WITH WASHER IN PAVEMENT
FND–RB	FOUND REBAR

	REVISION	BY	DATE
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CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

SURVEY CONTROL PLAN

DRN: DSO	DES: VS	CK: DHD	DRAWING	SHEET
DATE: 08/09	DATE: 08/09	DATE: 08/09		
SCALE: 1"=500'			G1.4	4 OF 43

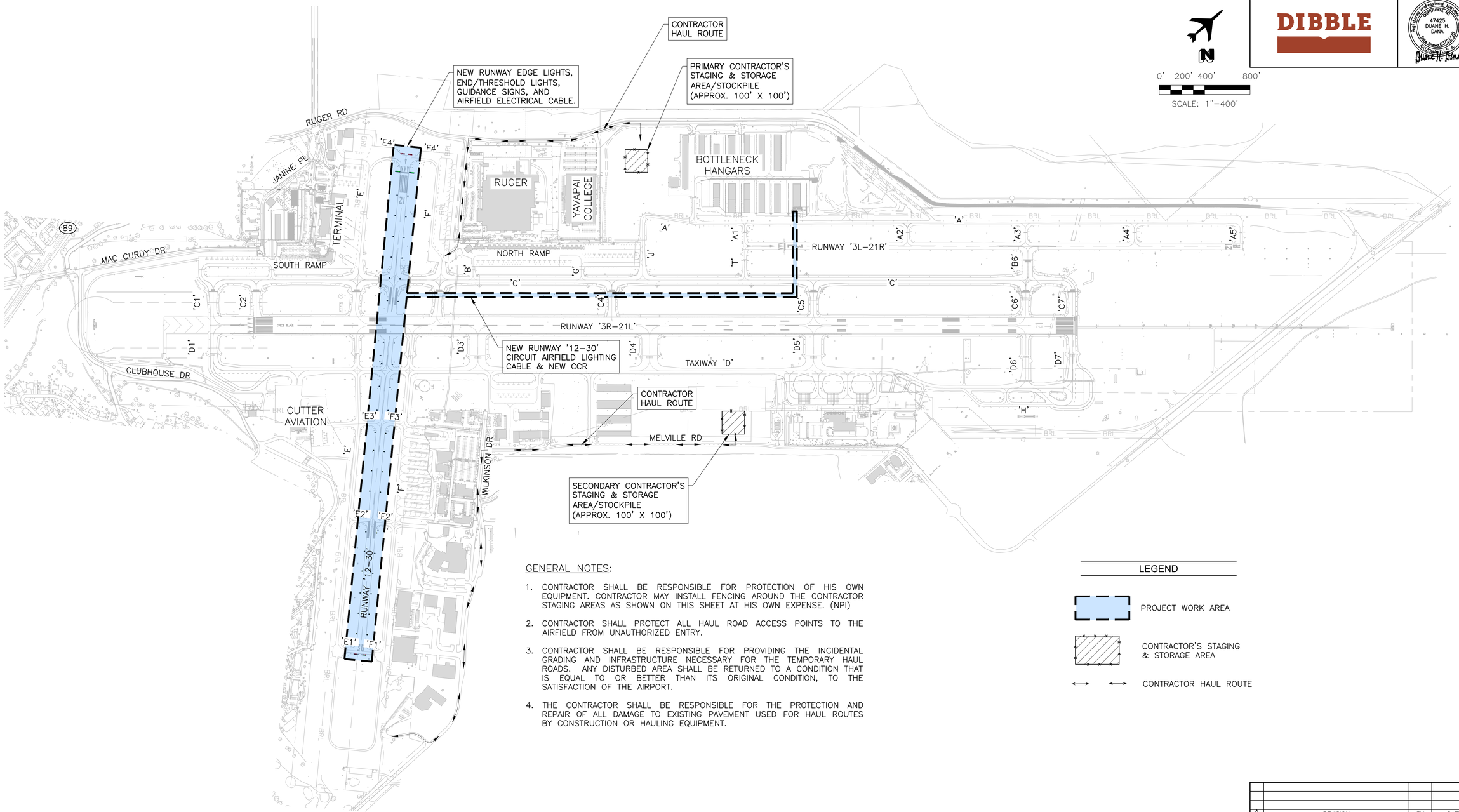
AS BUILT DATE

DIBBLE

47425
DUANE H.
DANA

0' 200' 400' 800'

SCALE: 1"=400'



GENERAL NOTES:

1. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF HIS OWN EQUIPMENT. CONTRACTOR MAY INSTALL FENCING AROUND THE CONTRACTOR STAGING AREAS AS SHOWN ON THIS SHEET AT HIS OWN EXPENSE. (NPI)
2. CONTRACTOR SHALL PROTECT ALL HAUL ROAD ACCESS POINTS TO THE AIRFIELD FROM UNAUTHORIZED ENTRY.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE INCIDENTAL GRADING AND INFRASTRUCTURE NECESSARY FOR THE TEMPORARY HAUL ROADS. ANY DISTURBED AREA SHALL BE RETURNED TO A CONDITION THAT IS EQUAL TO OR BETTER THAN ITS ORIGINAL CONDITION, TO THE SATISFACTION OF THE AIRPORT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND REPAIR OF ALL DAMAGE TO EXISTING PAVEMENT USED FOR HAUL ROUTES BY CONSTRUCTION OR HAULING EQUIPMENT.

LEGEND

- PROJECT WORK AREA
- CONTRACTOR'S STAGING & STORAGE AREA
- CONTRACTOR HAUL ROUTE

	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

AIRPORT & PROJECT SITE PLAN

DRN: DSO	DES: VS	CK: DHD	DRAWING	SHEET
DATE: 3/25	DATE: 3/25	DATE: 3/25		
SCALE: 1"=400'			G1.5	5 OF 43

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AS BUILT DATE

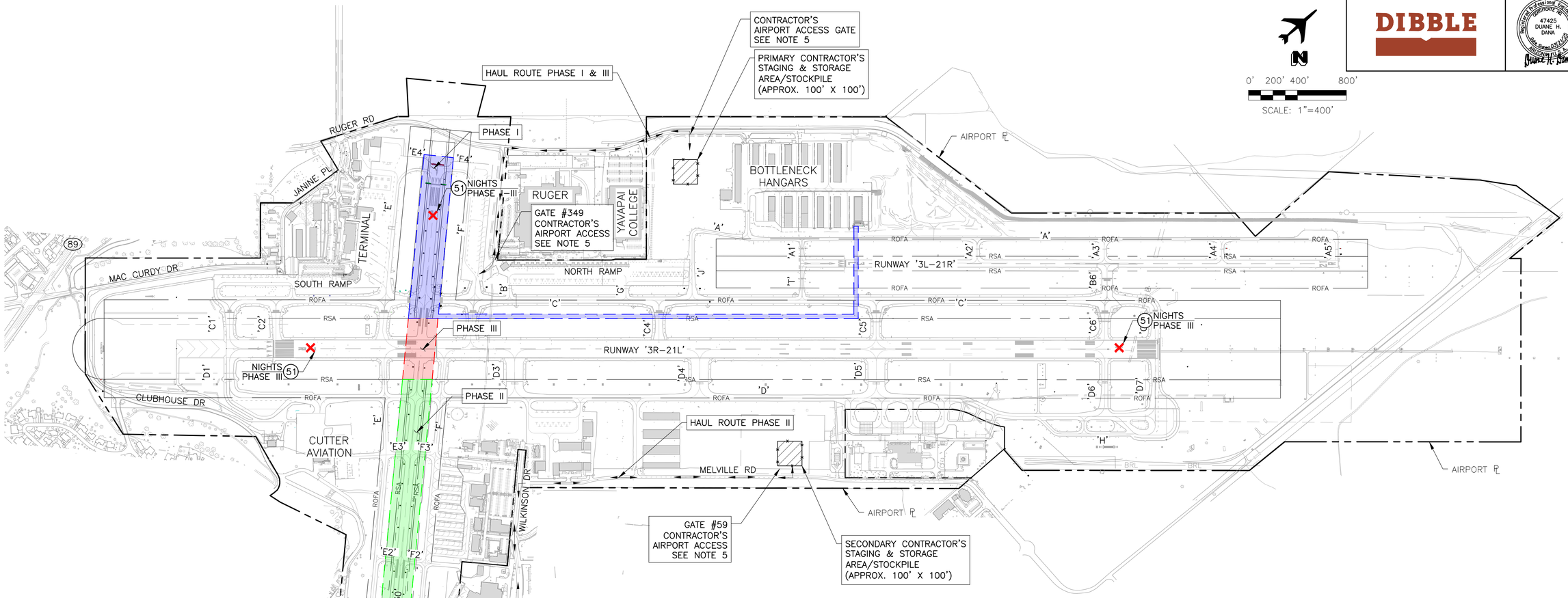
DIBBLE

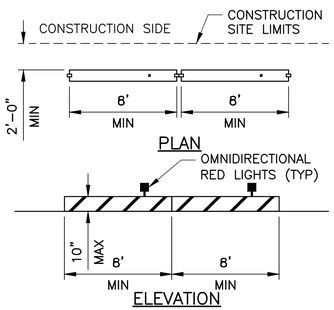
Registered Professional Engineer
CERTIFICATE NO.
47425
DUANE H. DANA
Date Signed 03/31/2025
ARIZONA U.S.A.

N

0' 200' 400' 800'

SCALE: 1"=400'





NOTES:
1. LOW PROFILE BARRICADES AND LIGHTS SHALL BE PROVIDED AND MAINTAINED (DAY AND NIGHT) BY THE CONTRACTOR (NPI).
2. THE OWNER MAY DIRECT THE CONTRACTOR TO RELOCATE ANY BARRICADES AT THEIR DISCRETION AT NO ADDITIONAL COST TO OWNER.

1 LOW PROFILE BARRICADES
NO SCALE

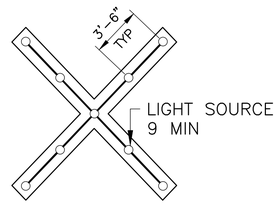
PHASING SCHEDULE

PHASE I	(14 CALENDAR DAYS, NIGHTWORK)
PHASE II	(28 CALENDAR DAYS, NIGHTWORK)
PHASE III	(6 CALENDAR DAYS, NIGHTWORK)

SUBSTANTIAL COMPLETION:	48 CALENDAR DAYS
FINAL COMPLETION:	14 CALENDAR DAYS
TOTAL PROJECT DURATION:	62 CALENDAR DAYS

GENERAL PHASING NOTES

1. CONSTRUCTION TRAFFIC SHALL YIELD TO AIRCRAFT TRAFFIC AT ALL TIMES.
2. ALL WORK MUST BE COMPLETED DURING NIGHT-TIME RUNWAY CLOSURES (22:00-06:00). THE CONTRACTOR, RESIDENT ENGINEER, & AIRPORT REPRESENTATIVE SHALL WALK ALL WORK AREAS PRIOR TO RUNWAY REOPENING TO CONFIRM THAT THE AREA IS READY TO BE OPENED TO AIRCRAFT TRAFFIC.
3. CONTRACTOR SHALL PROVIDED & MAINTAIN LIGHTED X'S ON THE RUNWAY TO BE CLOSED EACH NIGHT & REMOVE FOR DAYTIME OPERATIONS.
4. BARRICADE PLACEMENT & PAVEMENT MARKING OBLITERATION MAY BE ADJUSTED AT THE DISCRETION OF THE CITY AND/OR AIRPORT STAFF TO ACCOMMODATE SPECIFIC AIRCRAFT MOVEMENT NEEDS.
5. ACCESS GATES MUST EITHER REMAIN CLOSED & LOCKED OR HAVE A CONTRACTOR-PROVIDED GATE GUARD WHEN OPEN (NPI).



TEMPORARY RUNWAY CLOSURE LIGHTED 'X' NOTES:
1. 'X'S SHALL BE LIGHTED PER FAA AC 150/5345-55A (NPI).
2. THE USE AND APPLICATION OF A LIGHTED VISUAL AID FOR RUNWAY CLOSURE IS THE SUBJECT OF AC 150/5340-1, STANDARDS FOR AIRPORT MARKINGS, AND AC 150/5370-2, OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION.
3. CONTRACTOR SHALL PROVIDE THE NECESSARY MEANS TO SECURE THE 'X'S IN A MANNER THAT ENSURES AIRPORT SAFETY, (ANCHORING, SAND BAGS, ETC.) (NPI).

2 TEMPORARY RUNWAY CLOSURE LIGHTED 'X' DETAIL
NTS

CONSTRUCTION NOTES

(51) LIGHTED 'X' PROVIDED & MAINTAINED BY THE CONTRACTOR. DET 2, SHT G2.1 — NPI

LEGEND

CONTRACTOR'S STAGING & STORAGE AREA

CONTRACTOR HAUL ROUTE

LIGHTED 'X'

△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

CONSTRUCTION PHASING PLAN OVERALL

DRN: DSO	DES: VS	CK: DHD	DRAWING	SHEET
DATE: 3/25	DATE: 3/25	DATE: 3/25		
SCALE: 1"=400'			G2.1	6 OF 43

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AS BUILT DATE

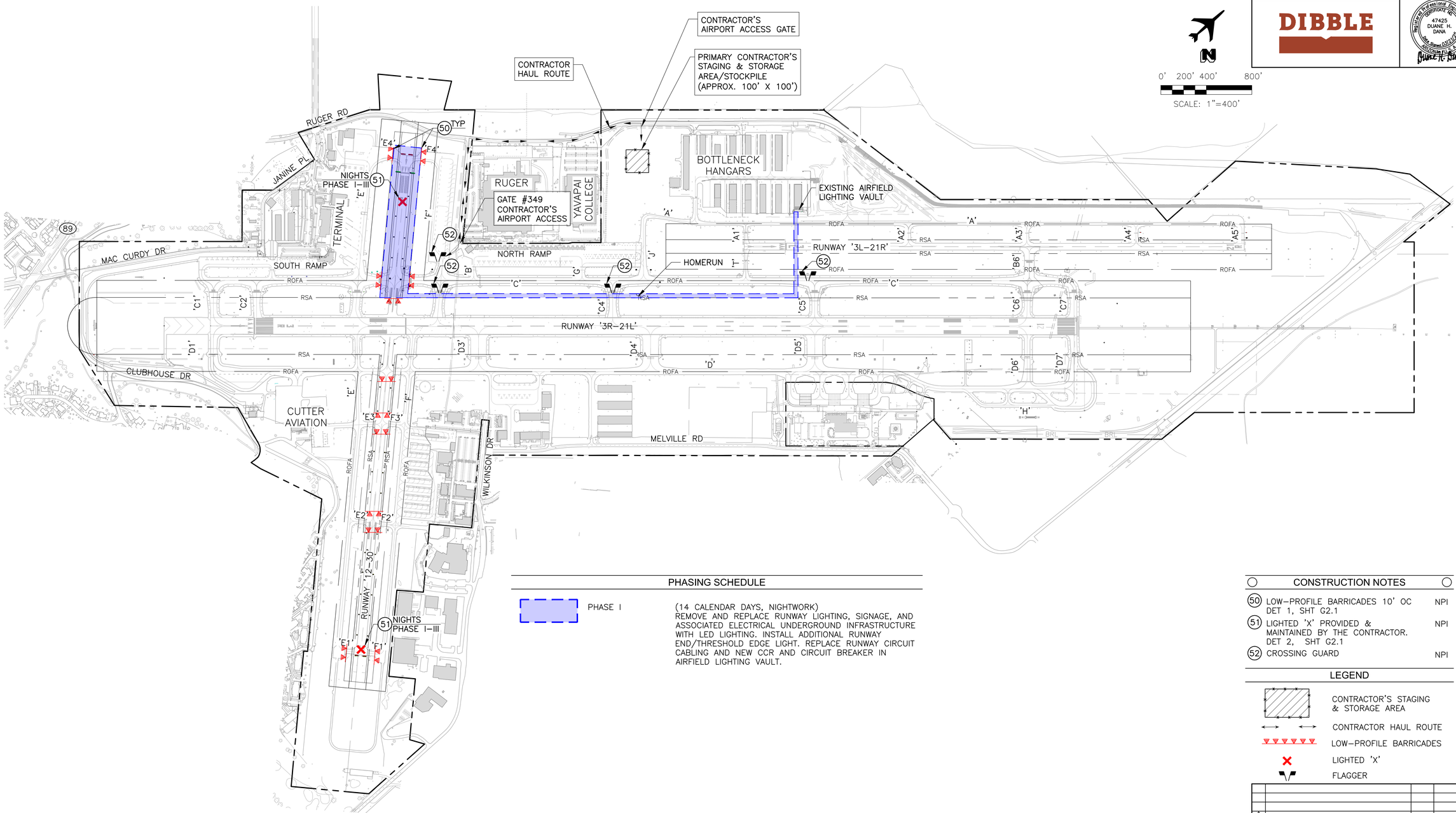
DIBBLE

Registered Professional Engineer
CERTIFICATE NO.
47425
DUANE H. DANA
Date Signed 03/21/2025
ARIZONA U.S.A.

N

0' 200' 400' 800'

SCALE: 1"=400'



PHASING SCHEDULE

	PHASE I	(14 CALENDAR DAYS, NIGHTWORK) REMOVE AND REPLACE RUNWAY LIGHTING, SIGNAGE, AND ASSOCIATED ELECTRICAL UNDERGROUND INFRASTRUCTURE WITH LED LIGHTING. INSTALL ADDITIONAL RUNWAY END/THRESHOLD EDGE LIGHT. REPLACE RUNWAY CIRCUIT CABLING AND NEW CCR AND CIRCUIT BREAKER IN AIRFIELD LIGHTING VAULT.

CONSTRUCTION NOTES

50	LOW–PROFILE BARRICADES 10' OC DET 1, SHT G2.1	NPI
51	LIGHTED 'X' PROVIDED & MAINTAINED BY THE CONTRACTOR. DET 2, SHT G2.1	NPI
52	CROSSING GUARD	NPI

LEGEND

- CONTRACTOR'S STAGING & STORAGE AREA
- CONTRACTOR HAUL ROUTE
- LOW–PROFILE BARRICADES
- LIGHTED 'X'
- FLAGGER

△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

CONSTRUCTION PHASING PLAN PHASE I

DRN: DSO	DES: VS	CK: DHD	DRAWING	SHEET
DATE: 3/25	DATE: 3/25	DATE: 3/25		
SCALE: 1"=400'			G2.2	7 OF 43

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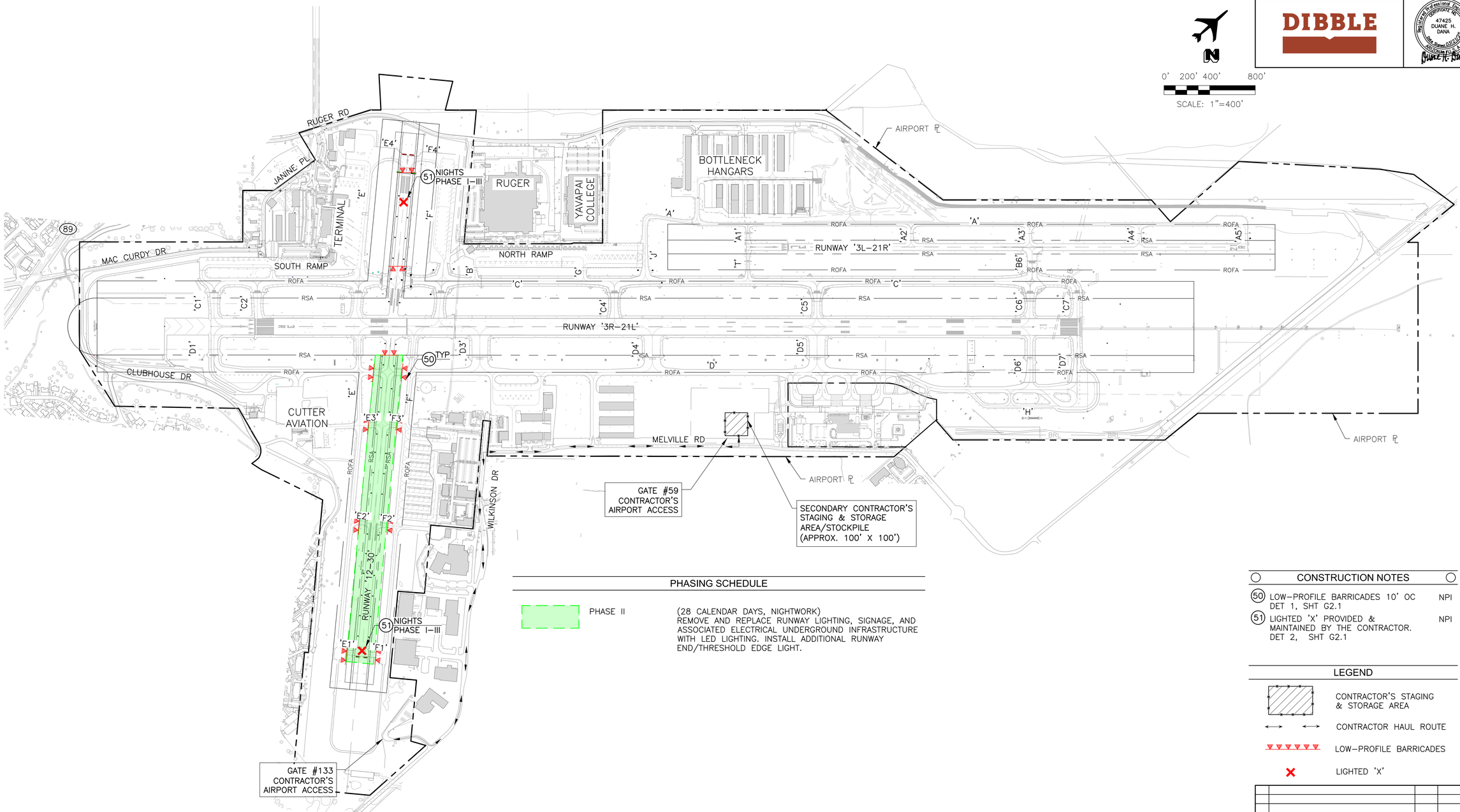

PHASING SCHEDULE

	PHASE II	(28 CALENDAR DAYS, NIGHTWORK) REMOVE AND REPLACE RUNWAY LIGHTING, SIGNAGE, AND ASSOCIATED ELECTRICAL UNDERGROUND INFRASTRUCTURE WITH LED LIGHTING. INSTALL ADDITIONAL RUNWAY END/THRESHOLD EDGE LIGHT.

CONSTRUCTION NOTES

(50)	LOW–PROFILE BARRICADES 10' OC DET 1, SHT G2.1	NPI
(51)	LIGHTED 'X' PROVIDED & MAINTAINED BY THE CONTRACTOR. DET 2, SHT G2.1	NPI

LEGEND

- CONTRACTOR'S STAGING & STORAGE AREA
- CONTRACTOR HAUL ROUTE
- LOW–PROFILE BARRICADES
- LIGHTED 'X'

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CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

CONSTRUCTION PHASING PLAN
PHASE II

DRN: DSO	DES: VS	CK: DHD	DRAWING	SHEET
DATE: 3/25	DATE: 3/25	DATE: 3/25		
SCALE: 1"=400'			G2.3	8 OF 43

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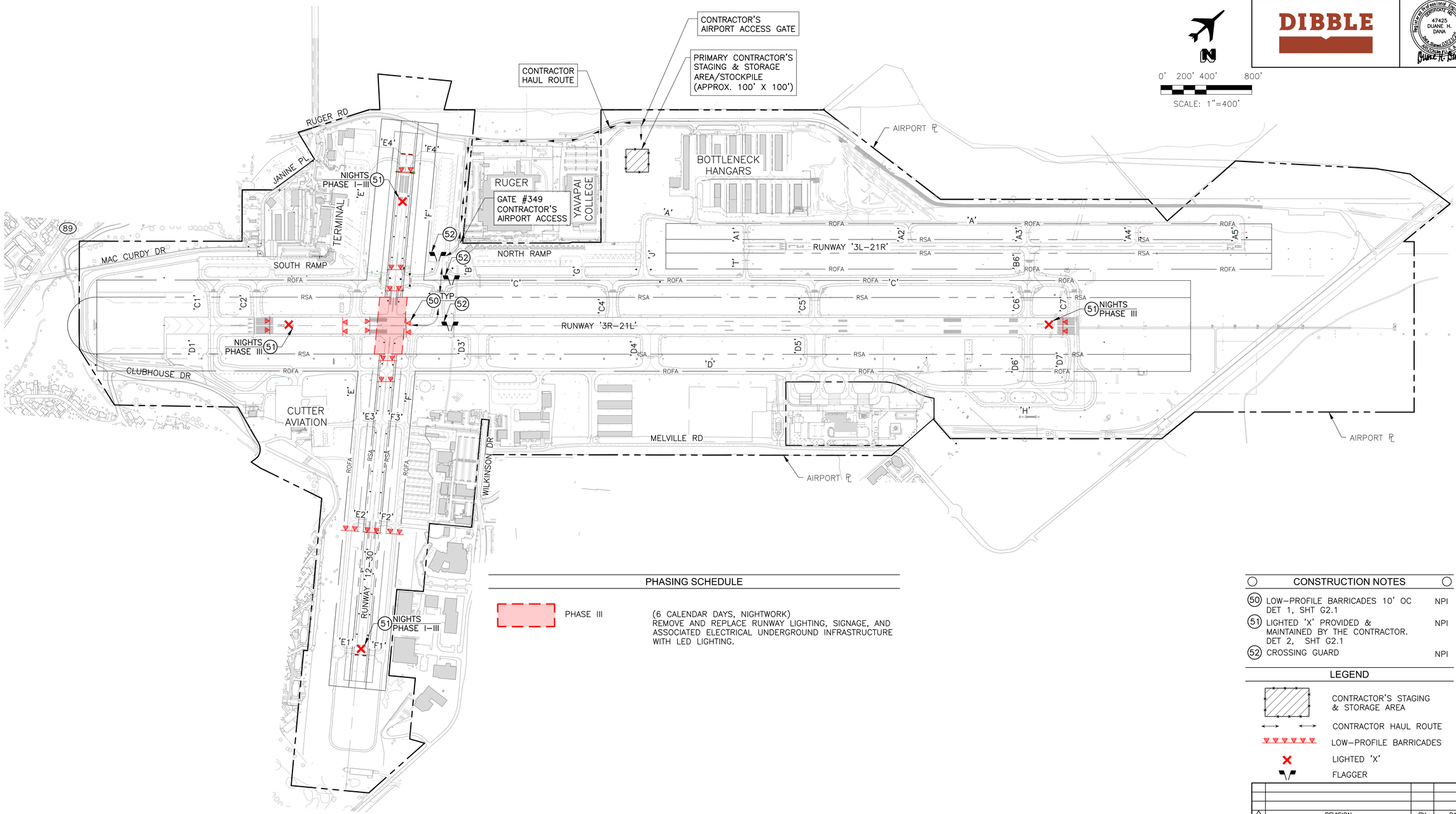

PHASING SCHEDULE

	PHASE III	(6 CALENDAR DAYS, NIGHTWORK) REMOVE AND REPLACE RUNWAY LIGHTING, SIGNAGE, AND ASSOCIATED ELECTRICAL UNDERGROUND INFRASTRUCTURE WITH LED LIGHTING.

CONSTRUCTION NOTES

(50)	LOW–PROFILE BARRICADES 10' OC DET 1, SHT G2.1	NPI
(51)	LIGHTED 'X' PROVIDED & MAINTAINED BY THE CONTRACTOR. DET 2, SHT G2.1	NPI
(52)	CROSSING GUARD	NPI

LEGEND

- CONTRACTOR'S STAGING & STORAGE AREA
- CONTRACTOR HAUL ROUTE
- LOW–PROFILE BARRICADES
- LIGHTED 'X'
- FLAGGER

△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

RW 12-30 ELECTRICAL IMPROVEMENTS

CONSTRUCTION PHASING PLAN PHASE III

DRN: DSO	DES: VS	CK: DHD	DRAWING	SHEET
DATE: 3/25	DATE: 3/25	DATE: 3/25		
SCALE: 1"=400'			G2.4	9 OF 43

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CR engineers
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Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAR 25
ARIZONA, U.S.A.

ELECTRICAL ABBREVIATIONS:

1/C	SINGLE CONDUCTOR
2/C	TWO CONDUCTORS
APS	ARIZONA PUBLIC SERVICE
ATCT	AIR TRAFFIC CONTROL TOWER
BCC	BARE COPPER CONDUCTOR (GROUND)
CCR	CONSTANT CURRENT REGULATOR
CE	CONCRETE ENCASED
CKT	CIRCUIT
COMM	COMMUNICATIONS
DCME	DIGITAL CONTROL AND MONITORING EQUIPMENT
DIA	DIAMETER
FAA	FEDERAL AVIATION ADMINISTRATION
FO	FIBER OPTIC CABLE
LED	LIGHT EMITTING DIODE
LF	LINEAR FEET
MIRL	MEDIUM INTENSITY RUNWAY LIGHT
NPI	NON-PAY ITEM
PAPI	PRECISION APPROACH PATH INDICATOR
PR	PAIR
PRC	PRESCOTT/ERNEST A. LOVE FIELD
PVC	POLY-VINYL CHLORIDE
RDR	RUNWAY DISTANCE REMAINING
REIL	RUNWAY END IDENTIFIER LIGHT
RGL	RUNWAY GUARD LIGHT
SE	SLURRY ENCASED
SGN	SIGN
TYP	TYPICAL

ELECTRICAL LEGEND:

(UNLESS OTHERWISE NOTED ON PLANS)

- PVC W/#8-5KV L-824 TYPE "C" CABLE PER INDICATED LIGHTING CIRCUIT. (QUANTITY AND SIZE AS INDICATED ON PLAN SHEETS)
- NEW ELECTRICAL CONDUIT AND CONDUCTOR
- EXISTING ELECTRICAL CONDUIT AND CONDUCTOR
- EXISTING FIBER OPTIC CABLE IN DUCTBANK
- SPLICE POINT OF EXISTING AND NEW CONDUIT AND CONDUCTOR
- HH — EXISTING HANDHOLE
- EXISTING ELEVATED RUNWAY GUARD LIGHT
- OR — EXISTING ELEVATED EDGE LIGHT
- OR — EXISTING AIRFIELD GUIDANCE SIGN
- EXISTING WINDCONE
- EXISTING REIL
- EXISTING PAPI LIGHT HOUSING ASSEMBLY
- NEW AIRFIELD GUIDANCE SIGN
- G W — NEW RUNWAY LED L-861E(L) THRESHOLD/END LIGHT (GREEN/WHITE) AND ISOLATION TRANSFORMER ON EXISTING L-867 BASE CAN
- R — NEW L-861E(L) LED RUNWAY THRESHOLD/END LIGHT AND ISOLATION TRANSFORMER ON EXISTING L-867 BASE CAN OR NEW L-867 BASE CAN (SEE AIRFIELD ELECTRICAL PLANS)
- G — NEW L-861E(L) LED RUNWAY THRESHOLD LIGHT (UNIDIRECTIONAL-GREEN) AND ISOLATION TRANSFORMER ON EXISTING L-867 BASE CAN
- NEW L-852D LED IN-PAVEMENT RUNWAY EDGE LIGHT ON EXISTING L-868 BASE CAN
- NEW L-861(L) LED RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER ON EXISTING L-867 BASE CAN OR NEW L-867 BASE CAN (SEE AIRFIELD ELECTRICAL PLANS)

SELECTED FAA ADVISORY CIRCULARS FOR AIRPORT PROJECTS:

(MOST RECENT VERSION TO BE FOLLOWED)

150/5340-18	STANDARDS FOR AIRPORT SIGN SYSTEMS
150/5340-30	DESIGN & INSTALLATION DETAILS FOR AIRPORT VISUAL AIDS
150/5345-7	SPECIFICATION FOR L-824 UNDERGROUND ELECTRICAL CABLE FOR AIRPORT LIGHTING CIRCUITS
150/5345-26	SPECIFICATION FOR L-823 PLUG AND RECEPTACLE, CABLE CONNECTORS
150/5345-42	SPECIFICATION FOR AIRPORT LIGHT BASES, TRANSFORMER HOUSINGS, JUNCTION BOXES, AND ACCESSORIES
150/5345-44	SPECIFICATION FOR RUNWAY AND TAXIWAY SIGNS
150/5345-46	SPECIFICATION FOR RUNWAY AND TAXIWAY LIGHT FIXTURES
150/5345-47	SPECIFICATION FOR SERIES TO SERIES ISOLATION TRANSFORMERS FOR AIRPORT LIGHTING SYSTEMS
150/5345-53	AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM
150/5370-2	OPERATIONAL SAFETY ON AIRPORTS DURING CONSTRUCTION
150/5370-10	STANDARDS FOR SPECIFYING CONSTRUCTION OF AIRPORTS
ADDENDUM	AIRPORT LIGHTING EQUIPMENT CERTIFICATION PROGRAM (PUBLISHED MONTHLY AND LISTING APPROVED SUPPLIERS)

SHEET INDEX:

E1.1	ELECTRICAL LEGEND
E1.2	ELECTRICAL NOTES
E2.1 – E2.10	AIRFIELD ELECTRICAL DEMOLITION PLAN
E3.1 – E3.10	AIRFIELD ELECTRICAL PLAN
E4.1	AIRFIELD GUIDANCE SIGNAGE SCHEDULE
E4.2	AIRFIELD GUIDANCE SIGNAGE SCHEDULE
E5.1	CONDUIT DUCTBANK DETAILS
E5.2	GROUNDING DETAILS
E5.3	JUNCTION CAN DETAIL
E5.4	TYPICAL 5KV CABLE SPLICE DETAIL
E5.5	NEW CAST-IN-PLACE AIRFIELD GUIDANCE SIGN BASE DETAIL
E5.6	ELEVATED EDGE LIGHTING DETAILS
E5.7	IN-PAVEMENT EDGE LIGHTING & SIGN BASE EXTENSION DETAILS
E6.1	EQUIPMENT DATA TABLES
E7.1	EXISTING AIRFIELD LIGHTING VAULT – ELECTRICAL EQUIPMENT MODIFICATION PLAN
E7.2	EXISTING AIRFIELD LIGHTING VAULT – PANEL SCHEDULES & CCR INSTALLATION SCHEDULE

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CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

ELECTRICAL LEGEND

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: NONE			E1.1	10 OF 43

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Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAY 25
ARIZONA, U.S.A.

ELECTRICAL GENERAL NOTES

1. GROUNDS RODS AND COUNTERPOISE WIRE ARE CONSIDERED INCIDENTAL TO FIXTURE AND CONDUIT INSTALLATION.
2. ELECTRICAL CONTRACTOR SHALL COORDINATE ALL DEMOLITION AND CONSTRUCTION WITH CIVIL CONTRACTOR TO REDUCE CONFLICTS THAT AFFECT CONSTRUCTION PHASING AND SCHEDULING.
3. CONTRACTOR SHALL FIELD VERIFY ALL FIXTURE STATION AND OFFSETS AND CONFIRM ALL LOCATIONS ARE WITHIN SPECIFICATION TOLERANCES.

ELECTRICAL DEMOLITION GENERAL NOTES:

1. WITHIN AREAS OF DEMOLITION, AND AS OTHERWISE SHOWN, CAREFULLY REMOVE IDENTIFIED LIGHT FIXTURES, BASES, ISOLATION TRANSFORMERS, HAND HOLES AND OTHER INDICATED ITEMS.
2. CABLE REMOVAL
   A. DIRECT BURIAL: REMOVE FROM WITHIN MANHOLES AND HANDHOLES AND REMOVE IN AREAS WHERE EXCAVATION REQUIRES DISTURBING.
   B. IN CONDUIT: REMOVE COMPLETELY BETWEEN NEAREST BASES, HANDHOLES OR MANHOLES.
   C. RUNWAYS: REMOVE AND REPLACE FOR RECONNECTION INCREMENTALLY DURING EACH SHIFT TO MAINTAIN CIRCUIT OPERATION AS REQUIRED BY AIRPORT.
3. AT INDICATED DEVICES TO BE REMOVED OR IN DEMOLITION AREAS INDICATED, REMOVE ALL CONDUCTORS BACK TO NEAREST FIXTURE BASE OR HANDHOLE OUTSIDE DEMOLITION AREA.
4. FIXTURES, CABLES, CONDUITS, DUCTS, ETC. WHICH ARE NOT SPECIFICALLY INDICATED TO BE REMOVED (OR WHICH ARE SHOWN TO REMAIN WITHIN AREAS OF GENERAL DEMOLITION) SHALL REMAIN IN-PLACE AND FUNCTIONAL.
5. CONTRACTOR SHALL VERIFY EQUIPMENT AND CABLE DESIGNATIONS AND STATUS PRIOR TO REMOVAL OR DISCONNECTING.
6. ALL REMOVED LIGHT FIXTURES, BASES, ISOLATION TRANSFORMERS, AND SIGNS SHALL BE SALVAGED AND DELIVERED TO PRESCOTT REGIONAL AIRPORT OPERATIONS AND MAINTENANCE. ALL OTHER REMOVED MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND PROPERLY DISPOSED OF IN ACCORDANCE WITH LOCAL ORDINANCES.
7. DRAWINGS MAY NOT DETAIL ALL EXISTING FACILITIES IN AREAS OF DEMOLITION. CONTRACTOR SHALL REVIEW THE SITE AND RECORD DRAWINGS TO VERIFY THE DEMOLITION EFFORT INVOLVED.
8. CONTRACTOR SHALL BE REQUIRED TO HAVE A PRIVATE "ON-SITE" UTILITY LOCATING COMPANY AND POTHOLE EXISTING UTILITY LINES AS NEEDED.

ELECTRICAL CONSTRUCTION PHASING NOTES

1. CONTRACTOR SHALL COORDINATE ALL WORK WITH AIRPORT MAINTENANCE, AIRPORT OPERATIONS, AND THE ENGINEER AS NECESSARY.
2. CONTRACTOR SHALL GIVE 72 HOURS NOTICE PRIOR TO WORKING ON OR AROUND ANY DUCTBANKS, HANDHOLES, ETC.
3. CONTRACTOR SHALL MAINTAIN OR HAVE SUFFICIENT MATERIAL/ EQUIPMENT REQUIRED TO PROVIDE TEMPORARY LIGHTING AND CIRCUIT EXTENSIONS. THIS INCLUDES, BUT IS NOT LIMITED TO FIXTURES, TRANSFORMERS, BASES, CONDUIT, L-824 CABLE & L-823 SPLICE KITS. THESE ITEMS WILL NOT BE AVAILABLE FROM THE PRC MAINTENANCE SHOP.
4. THE CONTRACTOR SHALL MAINTAIN QUALIFIED PERSONNEL WITH THE APPROPRIATE EQUIPMENT, FOR THE INSTALLATION AND SPLICING OF AIRFIELD LIGHTING. SUCH PERSONNEL SHALL BE CAPABLE OF 60 MINUTE RESPONSE TIME IF THEY ARE NOT ALREADY PRESENT ON THE AIRFIELD.
5. TURN OFF AND COVER EXISTING SIGNAGE THAT MAY POTENTIALLY MISDIRECT AIRCRAFT MOVEMENT INTO CLOSED AREAS BARRICADED FOR CONSTRUCTION. SIGNAGE REQUIRING PARTIAL COVERAGE WITH TAXIWAY LOCATION PANELS REMAINING VISIBLE SHALL REMAIN ON WITH ONLY DIRECTIONAL PORTIONS COVERED WITH SECTIONS OF DARK COLORED TARP OR DOUBLE-LAYERED BURLAP THAT DOES NOT PERMIT VISIBILITY OF COVERED PORTION OF ARRAY DAY OR NIGHT. COVERS SHALL BE SECURELY HELD IN PLACE BY RATCHETING LASHING STRAPS, NO TAPE OR ADHESIVES WILL BE PERMITTED. SEE PHASING PLANS FOR PLACEMENT OF SIGN COVERS.
6. COVER EXISTING ELEVATED EDGE LIGHT FIXTURES IN CLOSED AREA BARRICADED FOR CONSTRUCTION WITH 4" PVC PIPE. COVER SHALL EXTEND 2" MIN. ABOVE TOP OF FIXTURE.
7. PROVIDE ANY TEMPORARY AIRFIELD CIRCUIT JUMPERS REQUIRED TO MAINTAIN OPERATION OF ALL CIRCUITS AFFECTED BY CONSTRUCTION PRIOR TO START OF DEMOLITION. TEMPORARY CIRCUIT JUMPERS SHALL BE SLEEVED IN 2" CONDUIT, SANDBAGGED OR SECURED TO LOW-LEVEL BARRICADES. TEMPORARY CIRCUIT JUMPERS MAY BE ROUTED THROUGH NEW TAXIWAY CROSSINGS OR EXISTING SPARE CONDUITS AS REQUIRED AND SHALL BE COMPLETELY REMOVED WHEN NO LONGER REQUIRED FOR OPERATION. TEMPORARY JUMPER PLACEMENT SHALL NOT AFFECT AIRCRAFT MOVEMENT OR AIRPORT OPERATIONS.
8. UNCOVER SIGNS AND EDGE LIGHT FIXTURES, REMOVE TEMPORARY JUMPERS, AND VERIFY OPERATION AT THE END OF PROJECT.

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PRC RW 12-30 ELECTRICAL IMPROVEMENTS

ELECTRICAL NOTES

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
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SCALE: NONE			E1.2	11 OF 43

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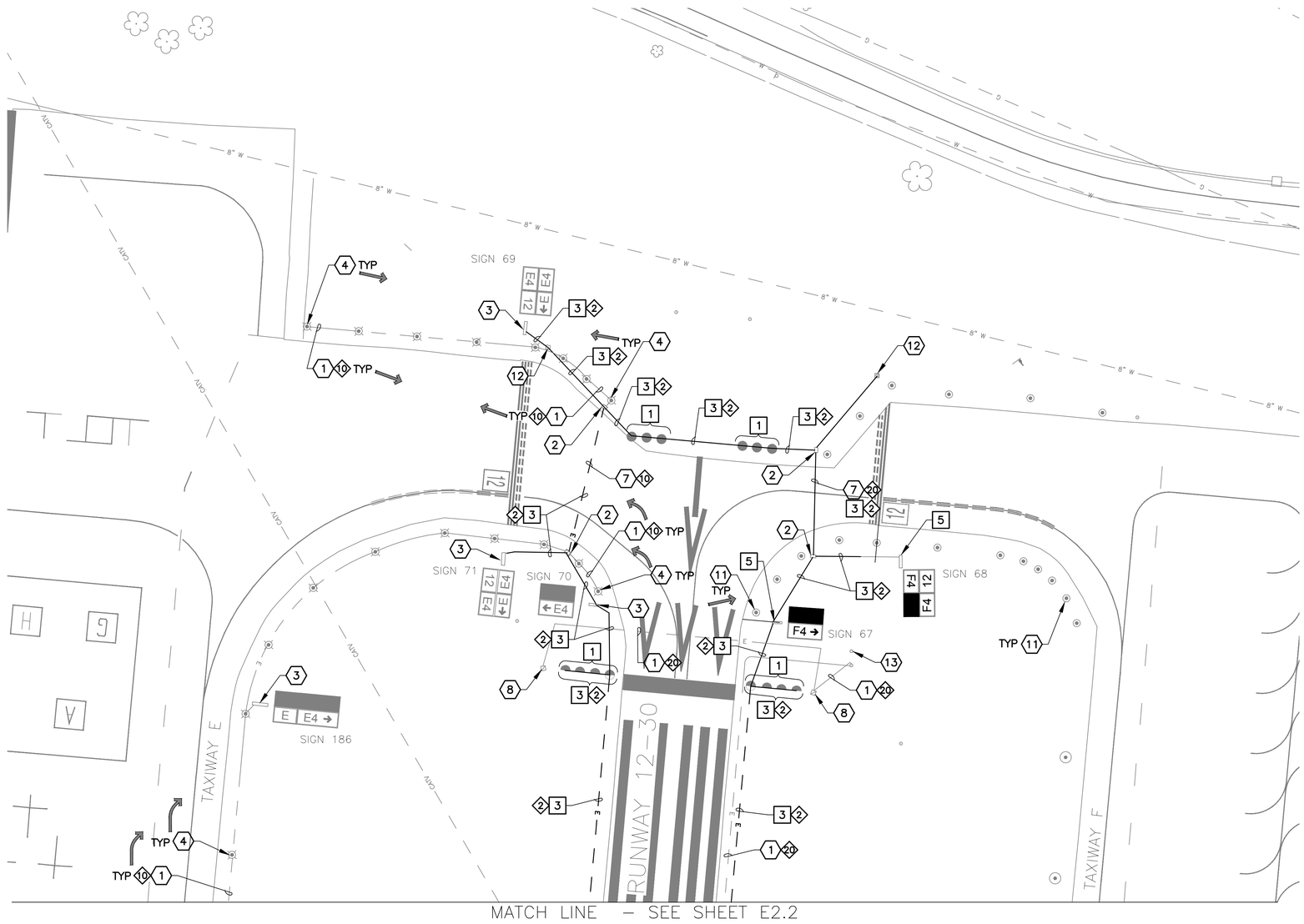

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Registered Professional Engineer (Electrical)
CERTIFICATE NO
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CATHERINE
ALCORN
Date Signed: 21 MAR 25
ARIZONA, U.S.A.

REMOVAL NOTE

1 REMOVE AND TEMPORARILY REINSTALL RUNWAY EDGE/THRESHOLD LIGHT AND ISOLATION TRANSFORMER, BASE CAN TO REMAIN. (14 TOTAL)

3 REMOVE EXISTING CONDUCTOR, CONDUIT TO REMAIN. (1,050 LF)

5 REMOVE AND SALVAGE EXISTING AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER. REMOVE CONCRETE SIGN BASE. (2 TOTAL)

REFERENCE NOTE

1 EXISTING CONDUIT AND CONDUCTOR TO REMAIN – PROTECT IN PLACE.

2 EXISTING HANDHOLE/JUNCTION CAN TO REMAIN – PROTECT IN PLACE.

3 EXISTING AIRFIELD GUIDANCE SIGN TO REMAIN – PROTECT IN PLACE.

4 EXISTING ELEVATED LIGHT FIXTURE TO REMAIN – PROTECT IN PLACE.

7 EXISTING DUCTBANK TO REMAIN – PROTECT IN PLACE.

8 EXISTING REIL TO REMAIN – PROTECT IN PLACE.

11 EXISTING TAXIWAY REFLECTOR TO REMAIN – PROTECT IN PLACE.

12 EXISTING ABANDONED FOUNDATION.

13 EXISTING POWER EQUIPMENT TO REMAIN – PROTECT IN PLACE.

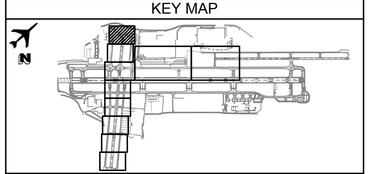
CIRCUIT IDENTIFICATION

2 12–30

10 TW E

20 REIL 12

KEY MAP



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PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL
DEMOLITION PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
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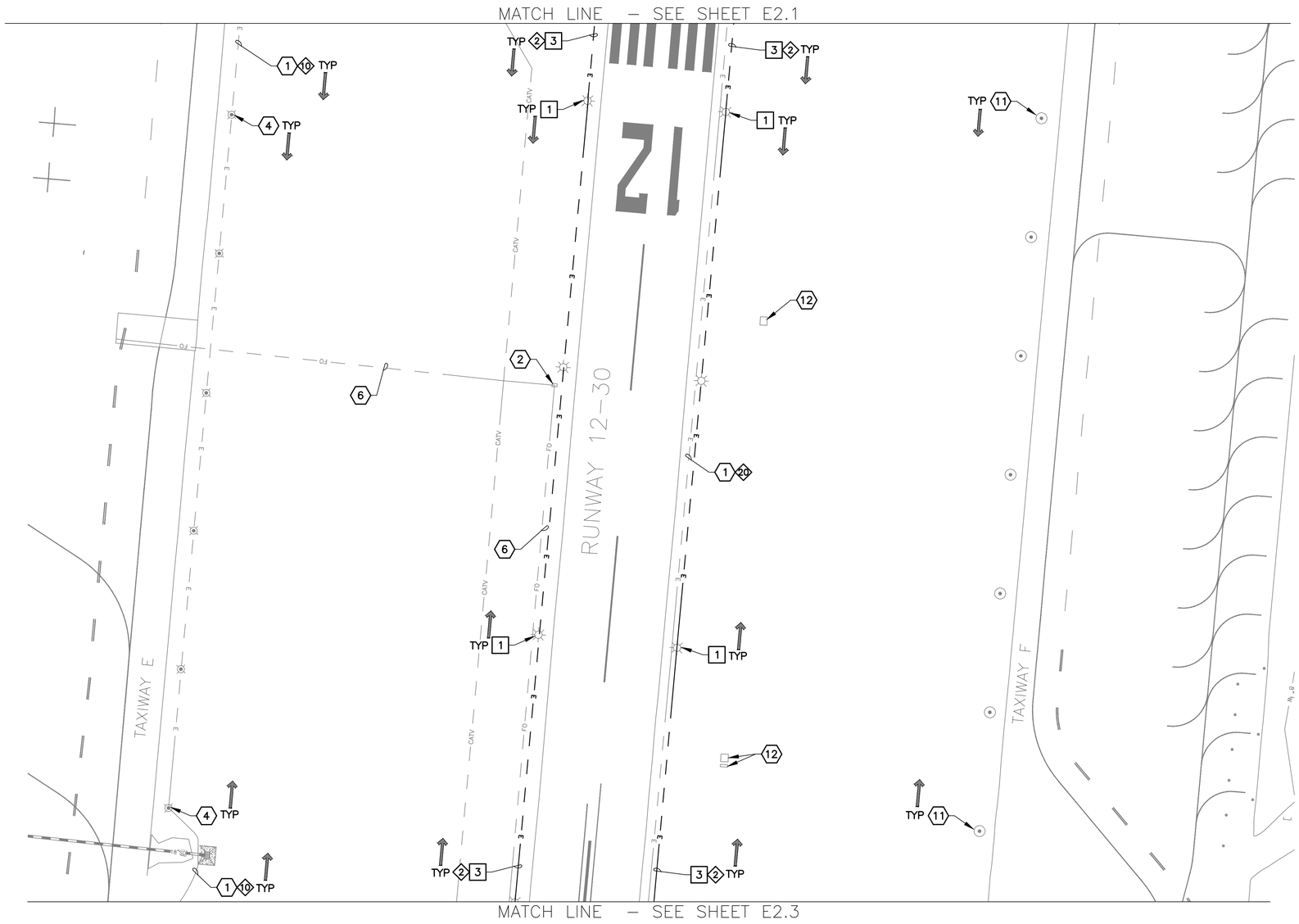

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REMOVAL NOTE

1 REMOVE AND TEMPORARILY REINSTALL RUNWAY EDGE/THRESHOLD LIGHT AND ISOLATION TRANSFORMER, BASE CAN TO REMAIN. (6 TOTAL)

3 REMOVE EXISTING CONDUCTOR, CONDUIT TO REMAIN. (1,205 LF)

REFERENCE NOTE

1 EXISTING CONDUIT AND CONDUCTOR TO REMAIN – PROTECT IN PLACE.

2 EXISTING HANDHOLE/JUNCTION CAN TO REMAIN – PROTECT IN PLACE.

4 EXISTING ELEVATED LIGHT FIXTURE TO REMAIN – PROTECT IN PLACE.

6 EXISTING CONDUIT TO REMAIN – PROTECT IN PLACE.

11 EXISTING TAXIWAY REFLECTOR TO REMAIN – PROTECT IN PLACE.

12 EXISTING ABANDONED FOUNDATION.

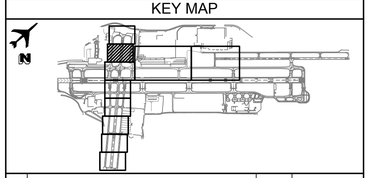
CIRCUIT IDENTIFICATION

2 12–30

10 TW E

20 REIL 12

KEY MAP



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AIRFIELD ELECTRICAL
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DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E2.2	13 OF 43

Call at least two full working days before you begin excavation
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County (602) 263-1100

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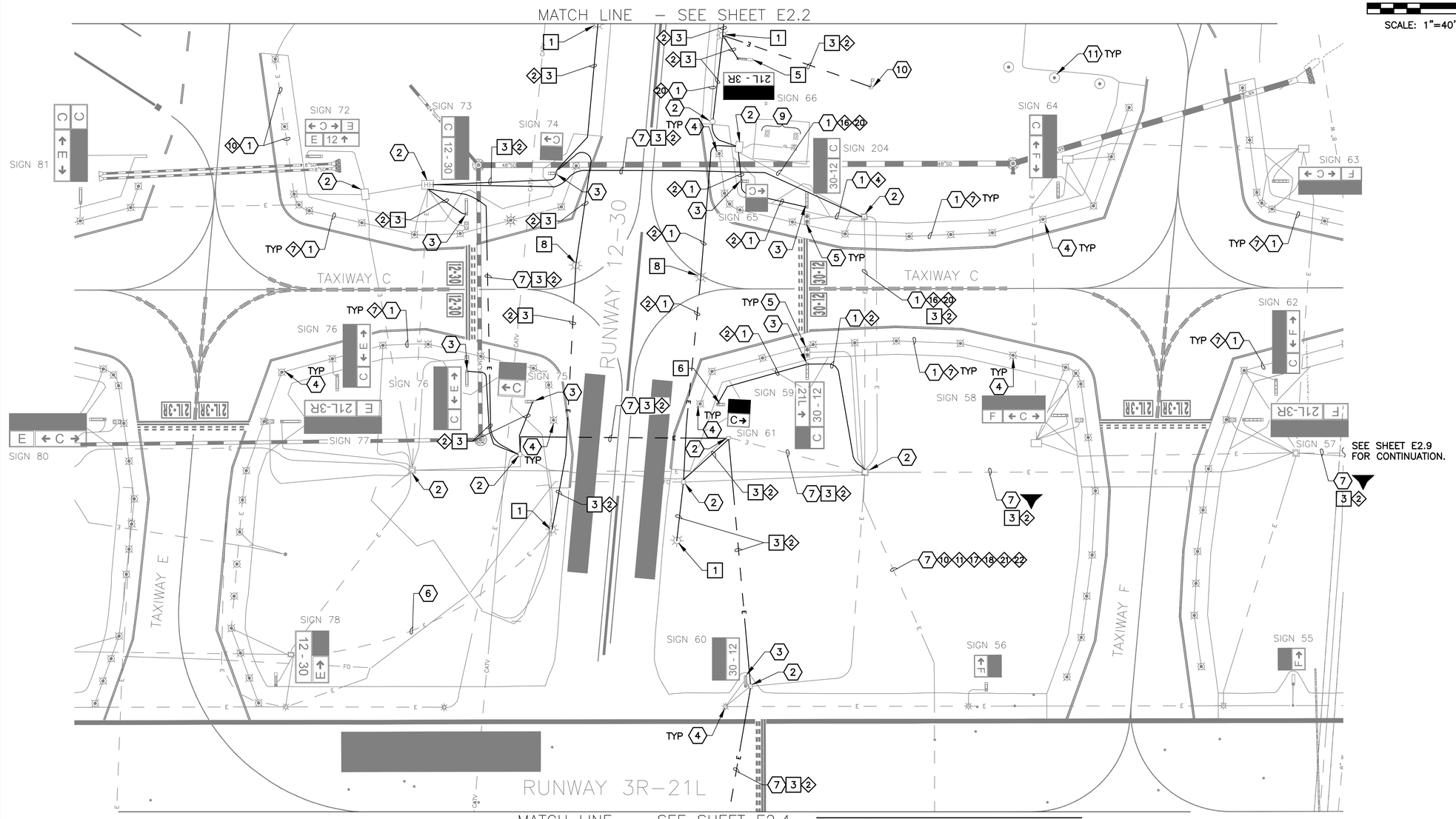
NOTE

ON THIS SHEET, LIGHTS, SIGNAGE, PAPI, RGLs, HANDHOLES, CONDUIT/CONDUCTOR, ETC... NOT ASSOCIATED WITH RUNWAY 12–30 CIRCUIT ARE MINIMALLY NOTED.



0' 20' 40' 80'

SCALE: 1"=40'

REMOVAL NOTE

1. REMOVE AND TEMPORARILY REINSTALL RUNWAY EDGE/THRESHOLD LIGHT AND ISOLATION TRANSFORMER, BASE CAN TO REMAIN. (4 TOTAL)
3. REMOVE EXISTING CONDUCTOR, CONDUIT TO REMAIN. (2,500 LF)
5. REMOVE AND SALVAGE EXISTING AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER. REMOVE CONCRETE SIGN BASE. (1 TOTAL)
6. REMOVE AND SALVAGE EXISTING AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER. CONCRETE SIGN BASE TO REMAIN. (1 TOTAL)
8. REMOVE IN–PAVEMENT LIGHT AND ISOLATION TRANSFORMER, EXISTING BASE CAN TO REMAIN. (2 TOTAL)

CIRCUIT IDENTIFICATION

1. 3R–21L
2. 12–30
4. RGL (3R–21L)
6. TW A
7. TW C
10. TW E
11. TW F
14. PAPI 3R
16. PAPI 12
17. PAPI 30
18. REIL 3R
20. REIL 12
21. REIL 30
22. WINDCONE

REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR TO REMAIN – PROTECT IN PLACE.
2. EXISTING HANDHOLE/JUNCTION CAN TO REMAIN – PROTECT IN PLACE.
3. EXISTING AIRFIELD GUIDANCE SIGN TO REMAIN – PROTECT IN PLACE.
4. EXISTING ELEVATED LIGHT FIXTURE TO REMAIN – PROTECT IN PLACE.
5. EXISTING RGL TO REMAIN – PROTECT IN PLACE.
6. EXISTING CONDUIT TO REMAIN – PROTECT IN PLACE.
7. EXISTING DUCTBANK TO REMAIN – PROTECT IN PLACE.
9. EXISTING PAPI TO REMAIN – PROTECT IN PLACE.
10. EXISTING WINDCONE TO REMAIN – PROTECT IN PLACE.
11. EXISTING TAXIWAY REFLECTOR TO REMAIN – PROTECT IN PLACE.

▼ = 4 10 11 14 16 17 18 20 21 22

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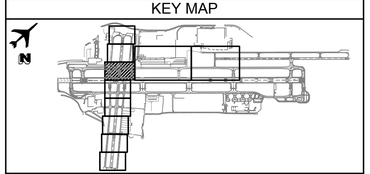
AS BUILT DATE

DIBBLE

CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical) CERTIFICATE NO 36696 CATHERINE ALCORN Date Signed: 21 MAR 25 ARIZONA, U.S.A.

KEY MAP



REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL DEMOLITION PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E2.3	14 OF 43

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NOTE

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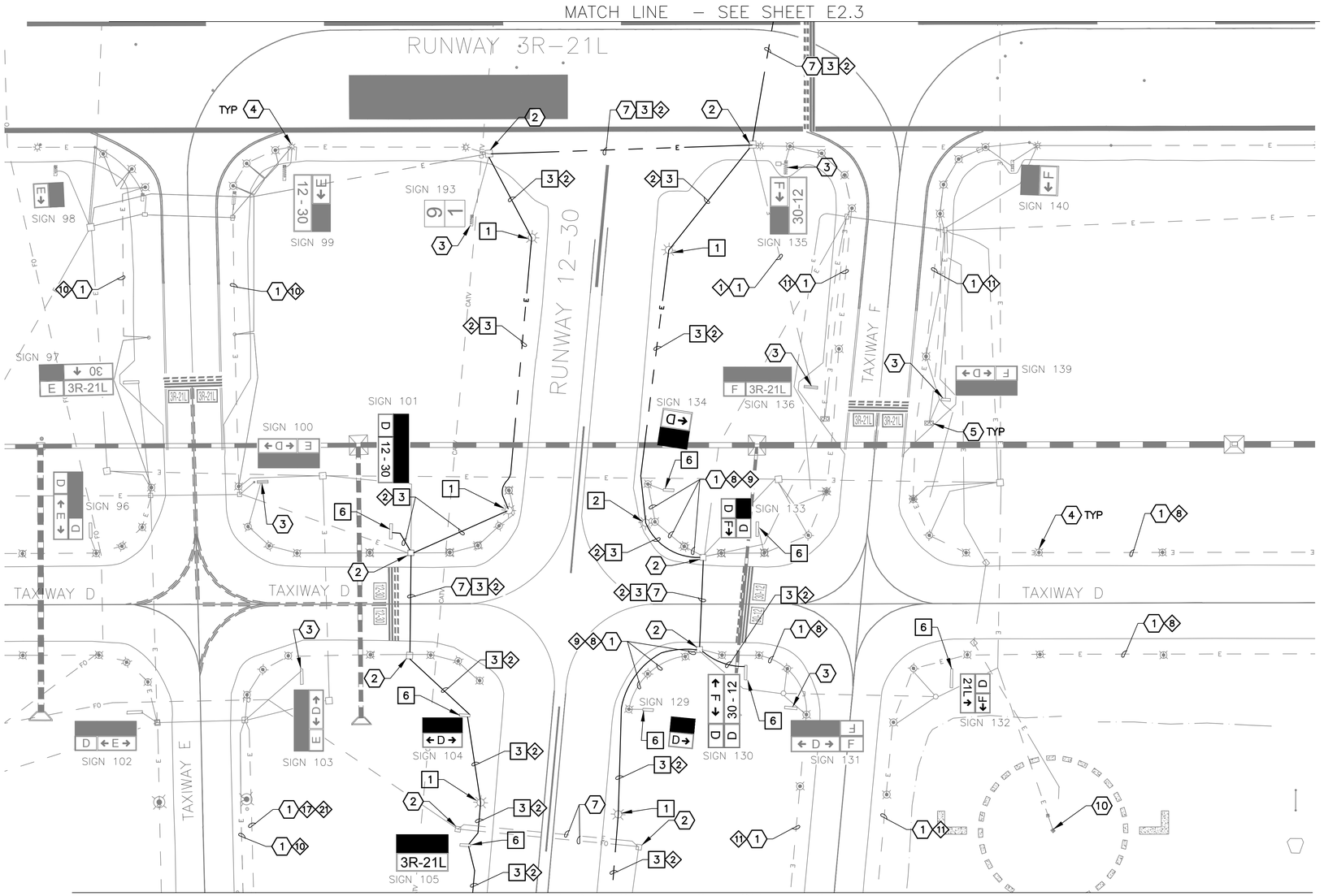
0' 20' 40' 80'

SCALE: 1"=40'



REMOVAL NOTE

1. REMOVE AND TEMPORARILY REINSTALL RUNWAY EDGE/THRESHOLD LIGHT AND ISOLATION TRANSFORMER, BASE CAN TO REMAIN. (5 TOTAL)
2. REMOVE RUNWAY EDGE/THRESHOLD LIGHT AND ISOLATION TRANSFORMER, REMOVE BASE CAN. (1 TOTAL)
3. REMOVE EXISTING CONDUCTOR, CONDUIT TO REMAIN. (1,520 LF)
6. REMOVE AND SALVAGE EXISTING AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER. CONCRETE SIGN BASE TO REMAIN. (8 TOTAL)

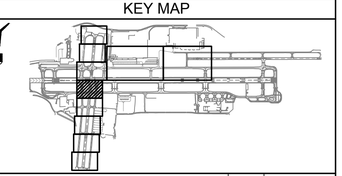
REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR TO REMAIN – PROTECT IN PLACE.
2. EXISTING HANDHOLE/JUNCTION CAN TO REMAIN – PROTECT IN PLACE.
3. EXISTING AIRFIELD GUIDANCE SIGN TO REMAIN – PROTECT IN PLACE.
4. EXISTING ELEVATED LIGHT FIXTURE TO REMAIN – PROTECT IN PLACE.
5. EXISTING RGL TO REMAIN – PROTECT IN PLACE.
7. EXISTING DUCTBANK TO REMAIN – PROTECT IN PLACE.
10. EXISTING WINDCONE TO REMAIN – PROTECT IN PLACE.

CIRCUIT IDENTIFICATION

2. 12–30
8. TW D (TW DELTA LIGHTING)
9. TDS (TW DELTA SIGNS)
10. TW E
11. TW F
17. PAPI 30
21. REIL 30

KEY MAP



△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL DEMOLITION PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E2.4	15 OF 43

DIBBLE

CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAR 25
ARIZONA, U.S.A.

AS BUILT DATE

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NOTE

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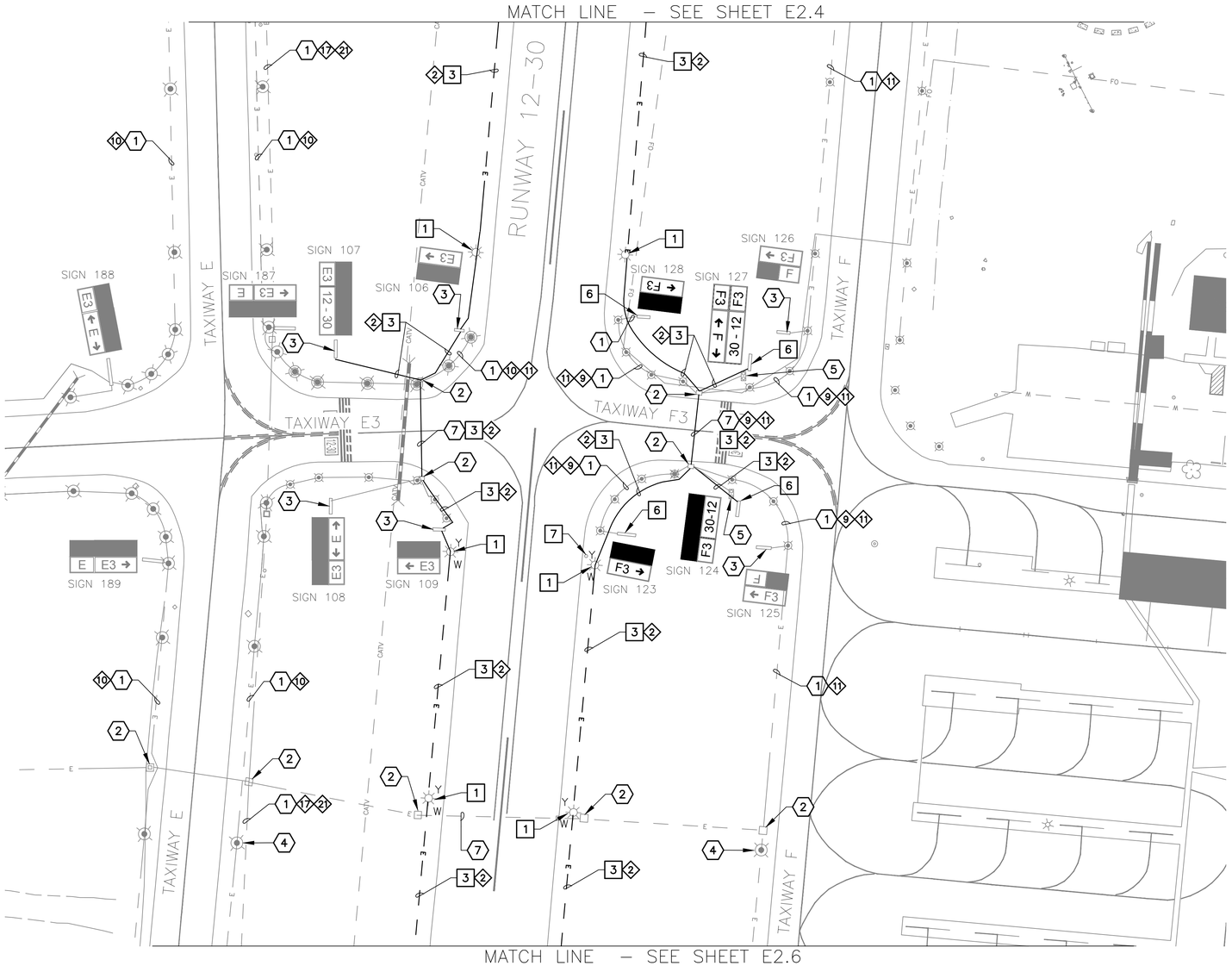
0' 20' 40' 80'

SCALE: 1"=40'



REMOVAL NOTE

1. REMOVE AND TEMPORARILY REINSTALL RUNWAY EDGE/THRESHOLD LIGHT AND ISOLATION TRANSFORMER, BASE CAN TO REMAIN. (6 TOTAL)
3. REMOVE EXISTING CONDUCTOR, CONDUIT TO REMAIN. (1,425 LF)
6. REMOVE AND SALVAGE EXISTING AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER. CONCRETE SIGN BASE TO REMAIN. (4 TOTAL)
7. EXCAVATE AND REMOVE EXISTING PULL BOX. (1 TOTAL)

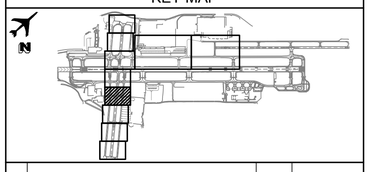
REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR TO REMAIN – PROTECT IN PLACE.
2. EXISTING HANDHOLE/JUNCTION CAN TO REMAIN – PROTECT IN PLACE.
3. EXISTING AIRFIELD GUIDANCE SIGN TO REMAIN – PROTECT IN PLACE.
4. EXISTING ELEVATED LIGHT FIXTURE TO REMAIN – PROTECT IN PLACE.
5. EXISTING RGL TO REMAIN – PROTECT IN PLACE.
7. EXISTING DUCTBANK TO REMAIN – PROTECT IN PLACE.

CIRCUIT IDENTIFICATION

2. 12–30
9. TDS (TW DELTA SIGNS)
10. TW E
11. TW F
17. PAPI 30
21. REIL 30

KEY MAP



	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL
DEMOLITION PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E2.5	16 OF 43

AS BUILT DATE

DIBBLE

CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAY 25
ARIZONA, U.S.A.

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In Maricopa County (602) 263-1100

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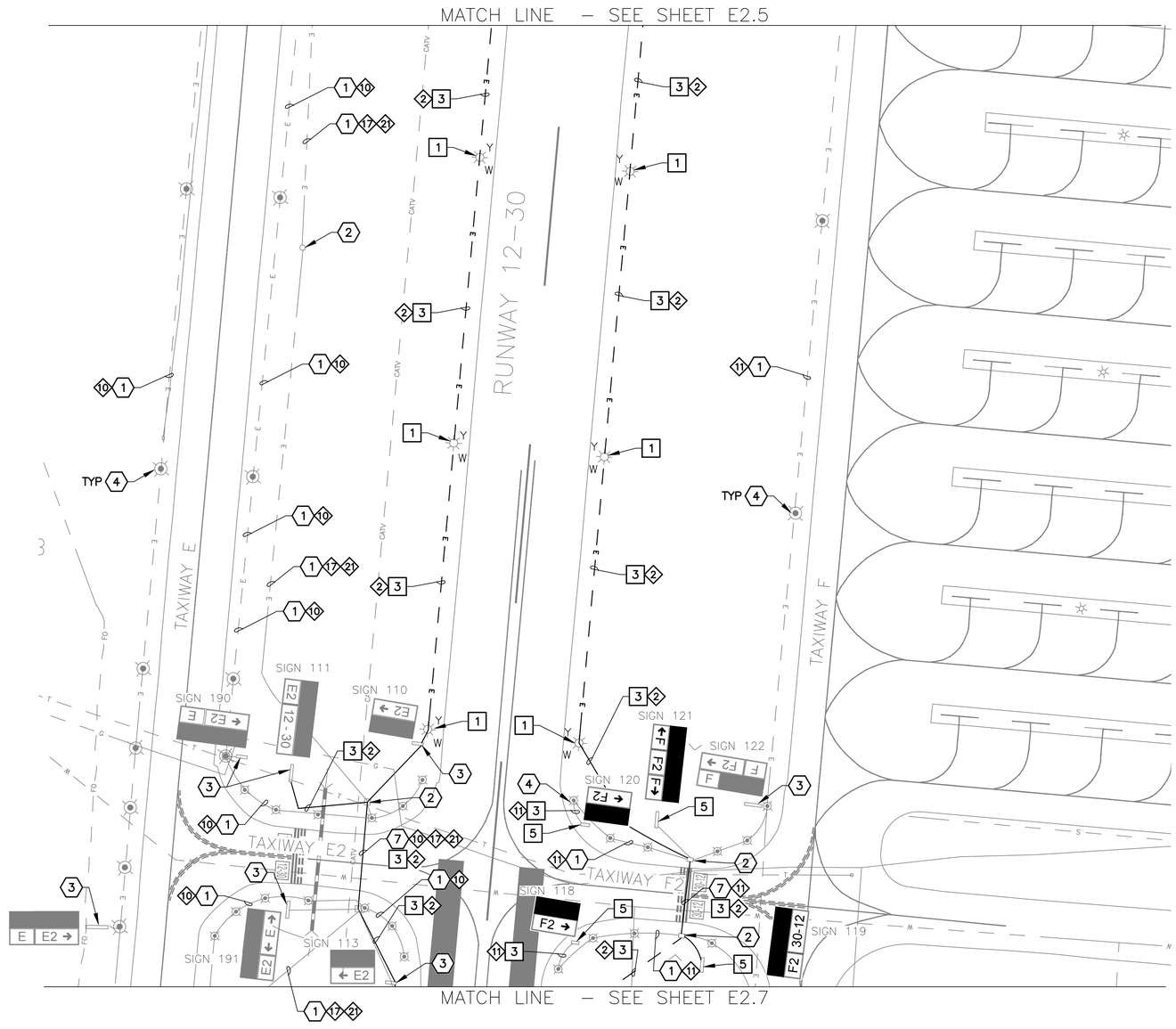
NOTE

ON THIS SHEET, LIGHTS, SIGNAGE, PAPI, RGLs, HANDHOLES, CONDUIT/CONDUCTOR, ETC... NOT ASSOCIATED WITH RUNWAY 12–30 CIRCUIT ARE MINIMALLY NOTED.



0' 20' 40' 80'

SCALE: 1"=40'

AS BUILT DATE

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CR engineers
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Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAY 25
ARIZONA, U.S.A.

REMOVAL NOTE

1 REMOVE AND TEMPORARILY REINSTALL RUNWAY EDGE/THRESHOLD LIGHT AND ISOLATION TRANSFORMER, BASE CAN TO REMAIN. (6 TOTAL)

3 REMOVE EXISTING CONDUCTOR, CONDUIT TO REMAIN. (1,410 LF)

5 REMOVE AND SALVAGE EXISTING AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER. REMOVE CONCRETE SIGN BASE. (4 TOTAL)

REFERENCE NOTE

1 EXISTING CONDUIT AND CONDUCTOR TO REMAIN – PROTECT IN PLACE.

2 EXISTING HANDHOLE/JUNCTION CAN TO REMAIN – PROTECT IN PLACE.

3 EXISTING AIRFIELD GUIDANCE SIGN TO REMAIN – PROTECT IN PLACE.

4 EXISTING ELEVATED LIGHT FIXTURE TO REMAIN – PROTECT IN PLACE.

7 EXISTING DUCTBANK TO REMAIN – PROTECT IN PLACE.

CIRCUIT IDENTIFICATION

2 12–30

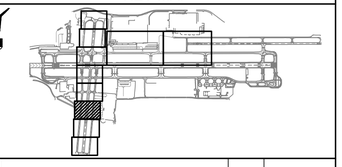
10 TW E

11 TW F

17 PAPI 30

21 REIL 30

KEY MAP



	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL DEMOLITION PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E2.6	17 OF 43

Call at least two full working days before you begin excavation.
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NOTE

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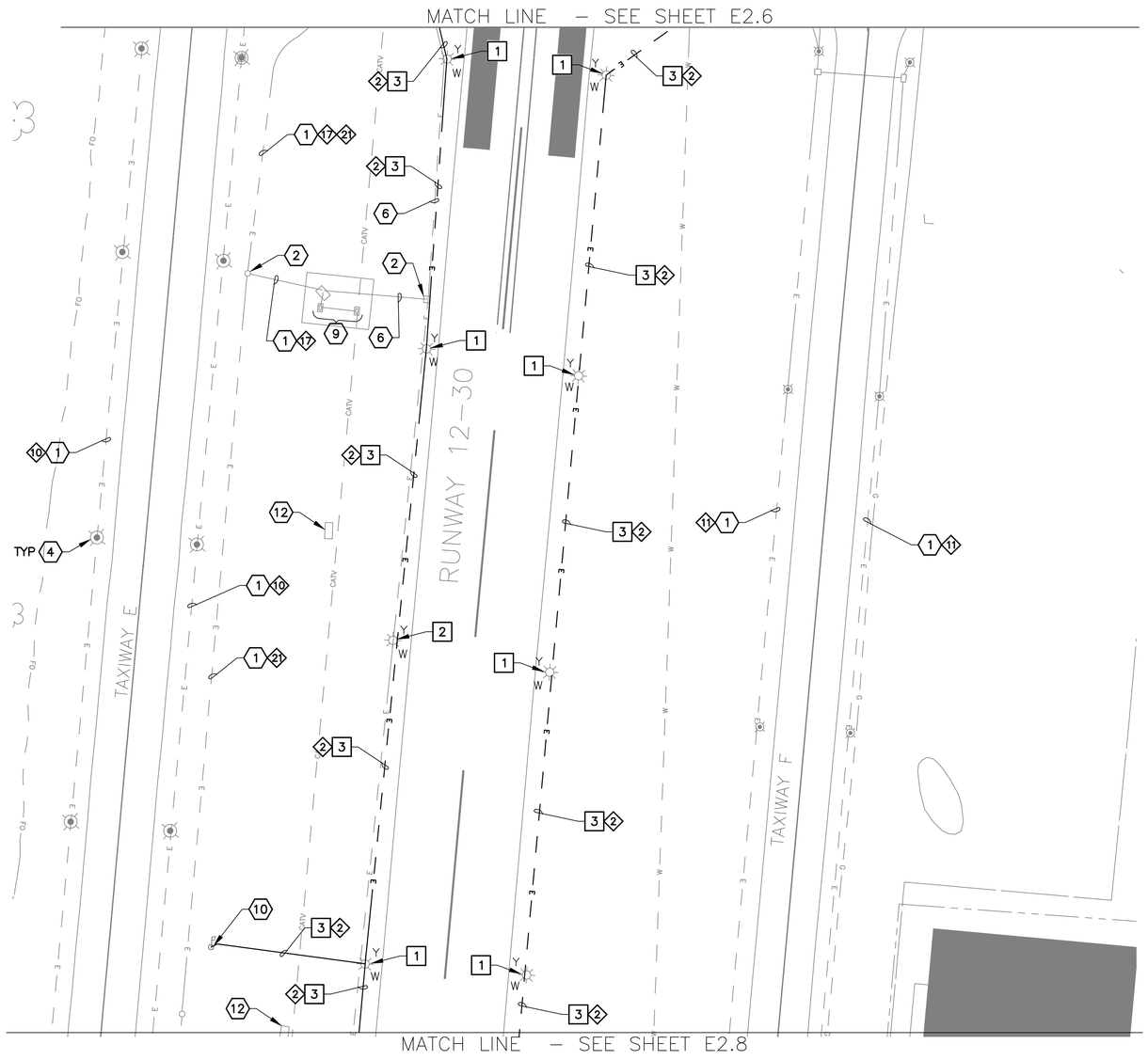


0' 20' 40' 80'

SCALE: 1"=40'

AS BUILT DATE

DIBBLE

CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical) CERTIFICATE NO 36696 CATHERINE ALCORN Date Signed: 21 MAY 25 ARIZONA, U.S.A.

REMOVAL NOTE

1. REMOVE AND TEMPORARILY REINSTALL RUNWAY EDGE/THRESHOLD LIGHT AND ISOLATION TRANSFORMER, BASE CAN TO REMAIN. (7 TOTAL)
2. REMOVE RUNWAY EDGE/THRESHOLD LIGHT AND ISOLATION TRANSFORMER, REMOVE BASE CAN. (1 TOTAL)
3. REMOVE EXISTING CONDUCTOR, CONDUIT TO REMAIN. (1,320 LF)

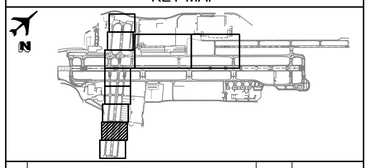
REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR TO REMAIN – PROTECT IN PLACE.
2. EXISTING HANDHOLE/JUNCTION CAN TO REMAIN – PROTECT IN PLACE.
4. EXISTING ELEVATED LIGHT FIXTURE TO REMAIN – PROTECT IN PLACE.
6. EXISTING CONDUIT TO REMAIN – PROTECT IN PLACE.
9. EXISTING PAPI TO REMAIN – PROTECT IN PLACE.
10. EXISTING WINDCONE TO REMAIN – PROTECT IN PLACE.
12. EXISTING ABANDONED FOUNDATION.

CIRCUIT IDENTIFICATION

- 2 12–30
- 10 TW E
- 11 TW F
- 17 PAPI 30
- 21 REIL 30

KEY MAP



	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL DEMOLITION PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E2.7	18 OF 43

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602) 263-1100

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NOTE

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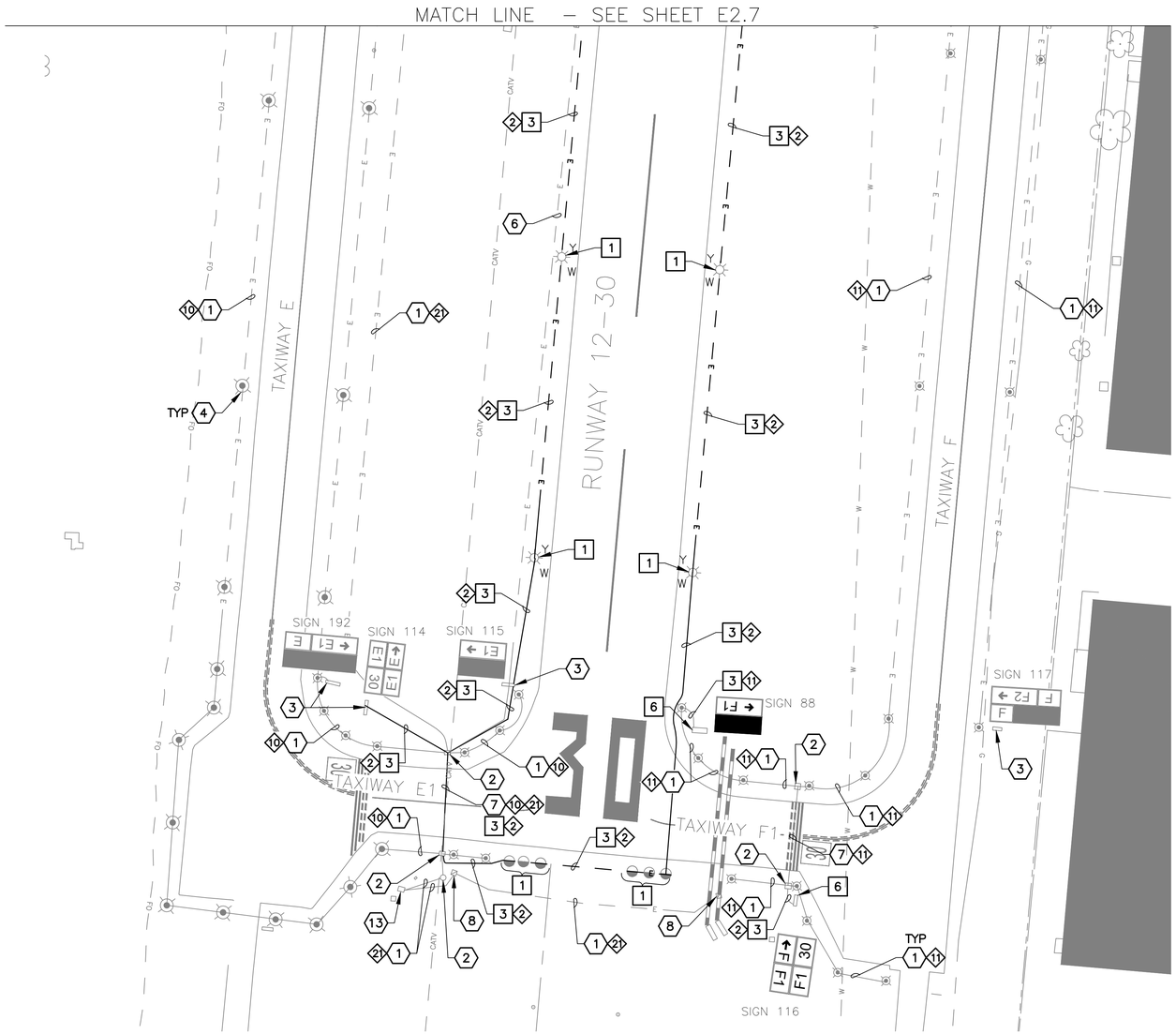
0' 20' 40' 80'

SCALE: 1"=40'



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DIBBLE

CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAR 25
ARIZONA, U.S.A.

REMOVAL NOTE

1 REMOVE AND TEMPORARILY REINSTALL RUNWAY EDGE/THRESHOLD LIGHT AND ISOLATION TRANSFORMER, BASE CAN TO REMAIN. (10 TOTAL)

3 REMOVE EXISTING CONDUCTOR, CONDUIT TO REMAIN. (1,270 LF)

6 REMOVE AND SALVAGE EXISTING AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER. CONCRETE SIGN BASE TO REMAIN. (2 TOTAL)

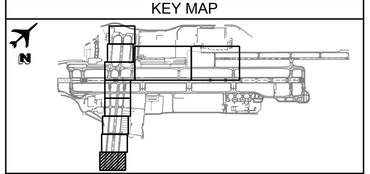
REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR TO REMAIN – PROTECT IN PLACE.
2. EXISTING HANDHOLE/JUNCTION CAN TO REMAIN – PROTECT IN PLACE.
3. EXISTING AIRFIELD GUIDANCE SIGN TO REMAIN – PROTECT IN PLACE.
4. EXISTING ELEVATED LIGHT FIXTURE TO REMAIN – PROTECT IN PLACE.
6. EXISTING CONDUIT TO REMAIN – PROTECT IN PLACE.
7. EXISTING DUCTBANK TO REMAIN – PROTECT IN PLACE.
8. EXISTING REIL TO REMAIN – PROTECT IN PLACE.
13. EXISTING POWER EQUIPMENT TO REMAIN – PROTECT IN PLACE.

CIRCUIT IDENTIFICATION

2 12–30
10 TW E
11 TW F
21 REIL 30

KEY MAP



△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL DEMOLITION PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E2.8	19 OF 43

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NOTE

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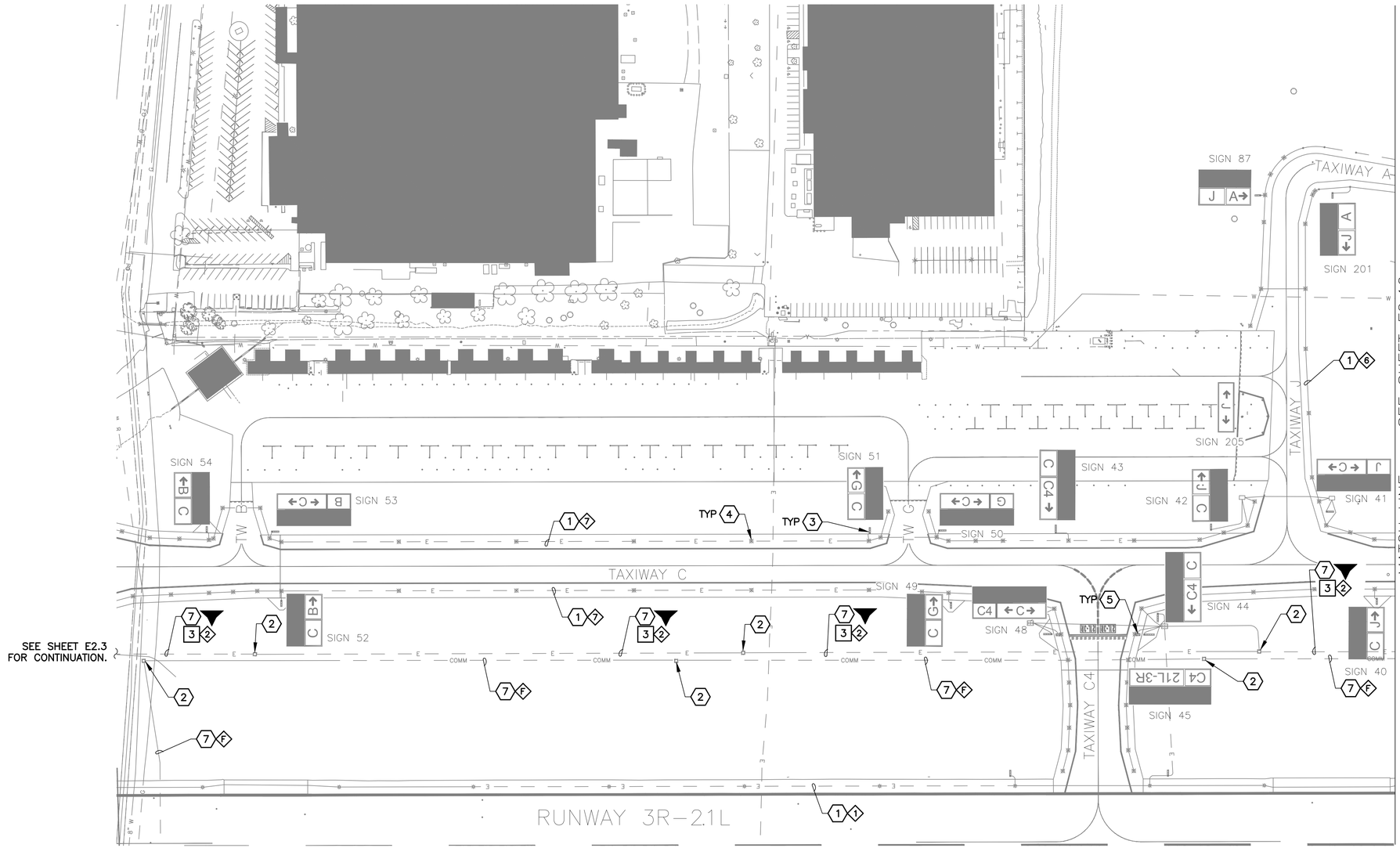
0' 40' 80' 160'

SCALE: 1"=80'



▼ = 4 10 11 14 16 17 18 20 21 22

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AS BUILT DATE

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Fax: (480) 816-5540

Registered Professional Engineer (Electrical) CERTIFICATE NO 36696 CATHERINE ALCORN Date Signed: 21 MAY 25 ARIZONA, U.S.A.

REMOVAL NOTE

3 REMOVE EXISTING CONDUCTOR, CONDUIT TO REMAIN. (1,850 LF)

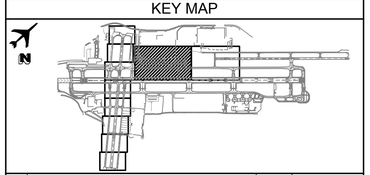
REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR TO REMAIN – PROTECT IN PLACE.
2. EXISTING HANDHOLE/JUNCTION CAN TO REMAIN – PROTECT IN PLACE.
3. EXISTING AIRFIELD GUIDANCE SIGN TO REMAIN – PROTECT IN PLACE.
4. EXISTING ELEVATED LIGHT FIXTURE TO REMAIN – PROTECT IN PLACE.
5. EXISTING RGL TO REMAIN – PROTECT IN PLACE.
7. EXISTING DUCTBANK TO REMAIN – PROTECT IN PLACE.

CIRCUIT IDENTIFICATION

1. 3R–21L
2. 12–30
4. RGL (3R–21L)
6. TW A
7. TW C
10. TW E
11. TW F
14. PAPI 3R
16. PAPI 12
17. PAPI 30
18. REIL 3R
20. REIL 12
21. REIL 30
22. WINDCONE
F. ALCMS FIBER

KEY MAP



△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL DEMOLITION PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E2.9	20 OF 43

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NOTE

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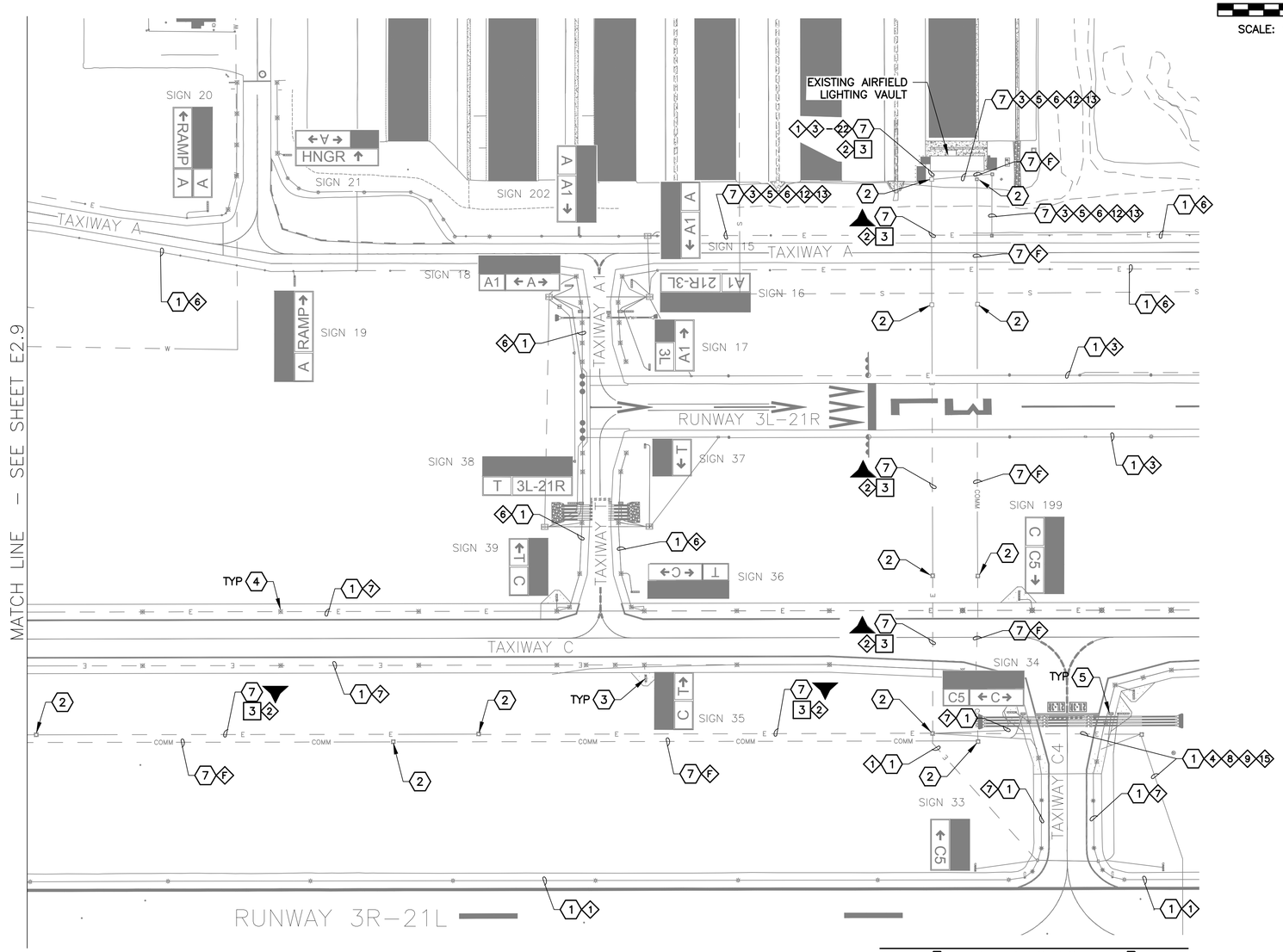
0' 40' 80' 160'

SCALE: 1"=80'



▲ = 1 4 7 8 9 10 11 14 15 16 17 18 19 20 21 22

▼ = 4 10 11 14 16 17 18 20 21 22

REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR TO REMAIN – PROTECT IN PLACE.
2. EXISTING HANDHOLE/JUNCTION CAN TO REMAIN – PROTECT IN PLACE.
3. EXISTING AIRFIELD GUIDANCE SIGN TO REMAIN – PROTECT IN PLACE.
4. EXISTING ELEVATED LIGHT FIXTURE TO REMAIN – PROTECT IN PLACE.
7. EXISTING DUCTBANK TO REMAIN – PROTECT IN PLACE.

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602) 263-1100

AS BUILT DATE

DIBBLE

CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical) CERTIFICATE NO 36696 CATHERINE ALCORN Date Signed 21 MAR 25 ARIZONA, U.S.A.

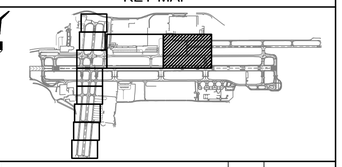
REMOVAL NOTE

3 REMOVE EXISTING CONDUCTOR, CONDUIT TO REMAIN. (1,930 LF)

CIRCUIT IDENTIFICATION

1. 3R–21L
2. 12–30
3. 3L–21R
4. RGL (3R–21L)
5. RGL (A1)
6. TW A
7. TW C
8. TW D (TDL–DELTA LIGHTING)
9. TDS (TW DELTA SIGNS)
10. TW E
11. TW F
12. PAPI 3L
13. PAPI 21R
14. PAPI 3R
15. PAPI 21L
16. PAPI 12
17. PAPI 30
18. REIL 3R
19. REIL 21L
20. REIL 12
21. REIL 30
22. WINDCONE

KEY MAP



△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

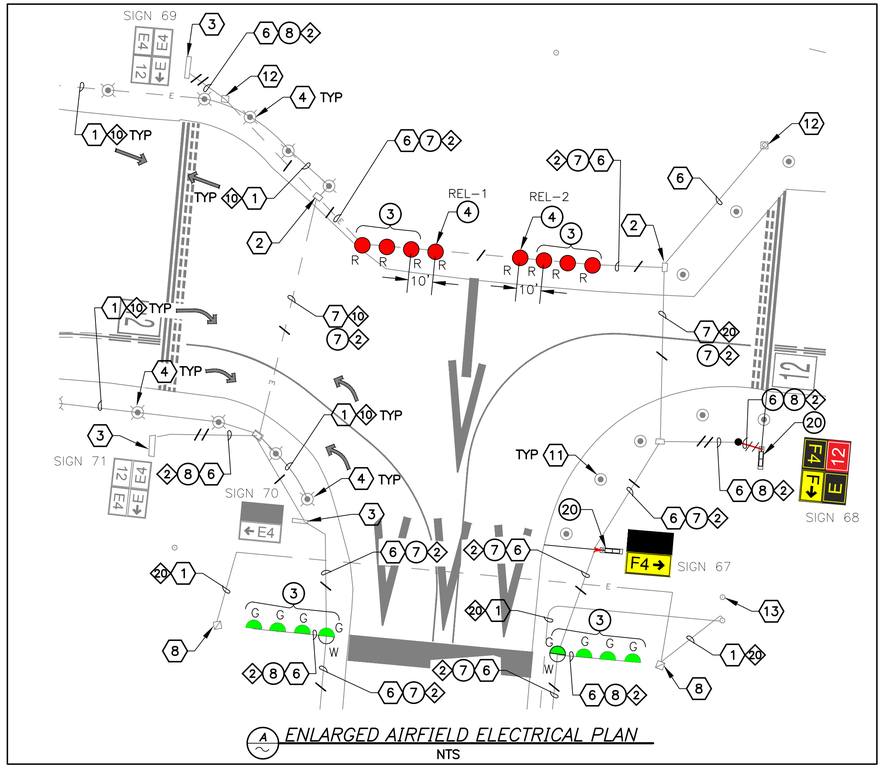
PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

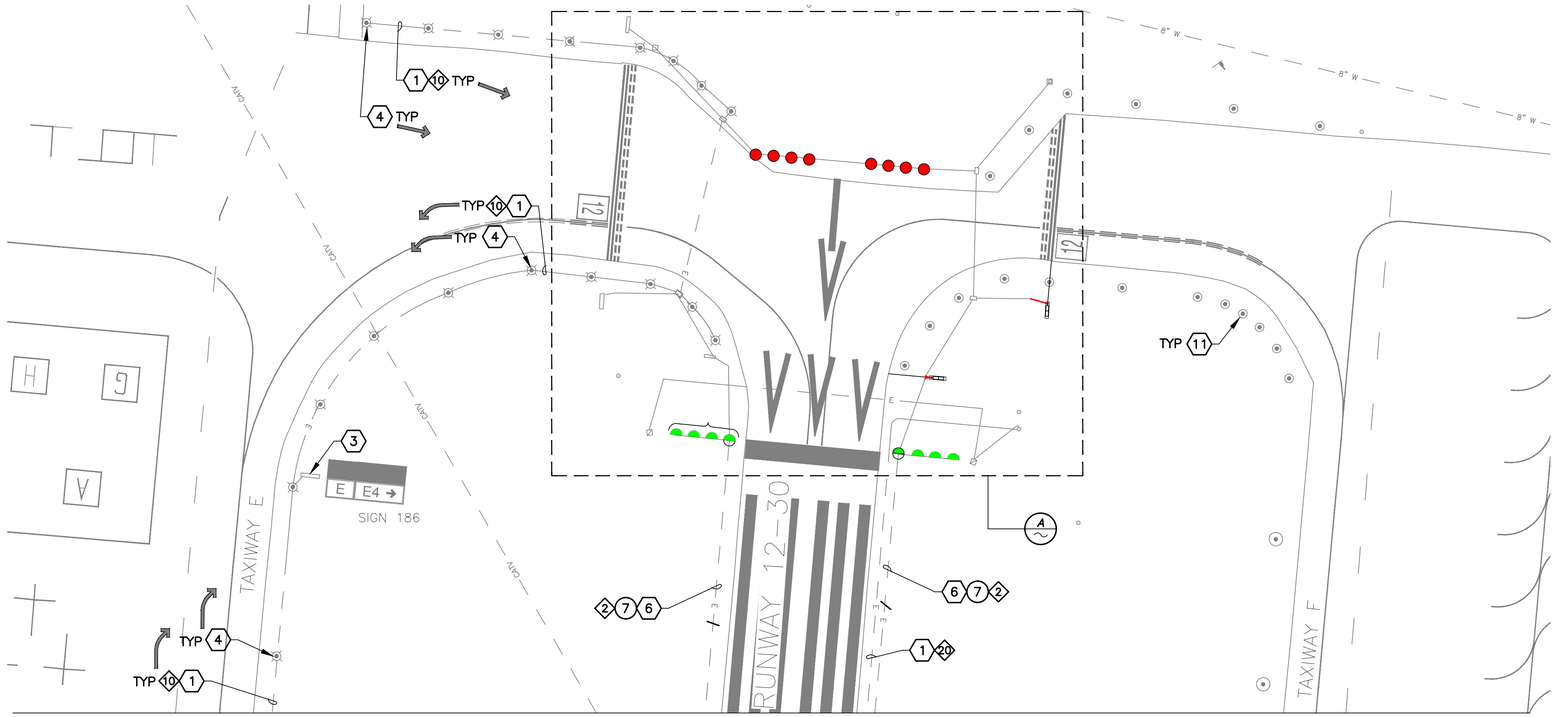
AIRFIELD ELECTRICAL DEMOLITION PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E2.10	21 OF 43

Q:\PROJECTS\24000\24005 PRC RWY 12-30 ELECTRICAL IMPROVEMENTS\CAD\CAD SHEETS\24005 E2.1-TBD.DWG Mar. 18, 2025 2:52 PM



A ENLARGED AIRFIELD ELECTRICAL PLAN
NTS



MATCH LINE – SEE SHEET E3.2

0' 20' 40' 80'
SCALE: 1"=40'

AS BUILT DATE

DIBBLE

CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAR 25
ARIZONA, U.S.A.

CONSTRUCTION NOTE

(3) NEW L-861E(L) LED RUNWAY END/THRESHOLD EDGE LIGHT AND ISOLATION TRANSFORMER ON EXISTING L-867 BASE
(6 TOTAL (RED))
(2 TOTAL (WHITE/GREEN))
(6 TOTAL (OBSCURE/GREEN))

(4) NEW L-861E(L) LED RUNWAY END/THRESHOLD EDGE LIGHT AND ISOLATION TRANSFORMER ON NEW L-867 BASE
(2 TOTAL (RED))

(6) 1-2"C DEB (25 LF)

(7) NEW 1/C, #8 5KV L-824, TYPE "C" AIRFIELD LIGHTING CABLE (1,055 LF)

(8) NEW 2/C, #8 5KV L-824, TYPE "C" AIRFIELD LIGHTING CABLE (340 LF)

(20) NEW L-858(L) LED SIZE 2, 2-MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE (2 TOTAL)

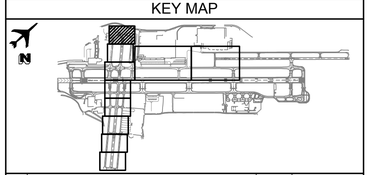
REFERENCE NOTE

(1) EXISTING CONDUIT AND CONDUCTOR
(2) EXISTING HANDHOLE/JUNCTION CAN
(3) EXISTING AIRFIELD GUIDANCE SIGN
(4) EXISTING ELEVATED LIGHT FIXTURE
(6) EXISTING CONDUIT
(7) EXISTING DUCTBANK
(8) EXISTING REIL
(11) EXISTING TAXIWAY REFLECTOR
(12) EXISTING ABANDONED FOUNDATION.
(13) EXISTING POWER EQUIPMENT

CIRCUIT IDENTIFICATION

(2) 12-30
(10) TW E
(20) REIL 12

KEY MAP



	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

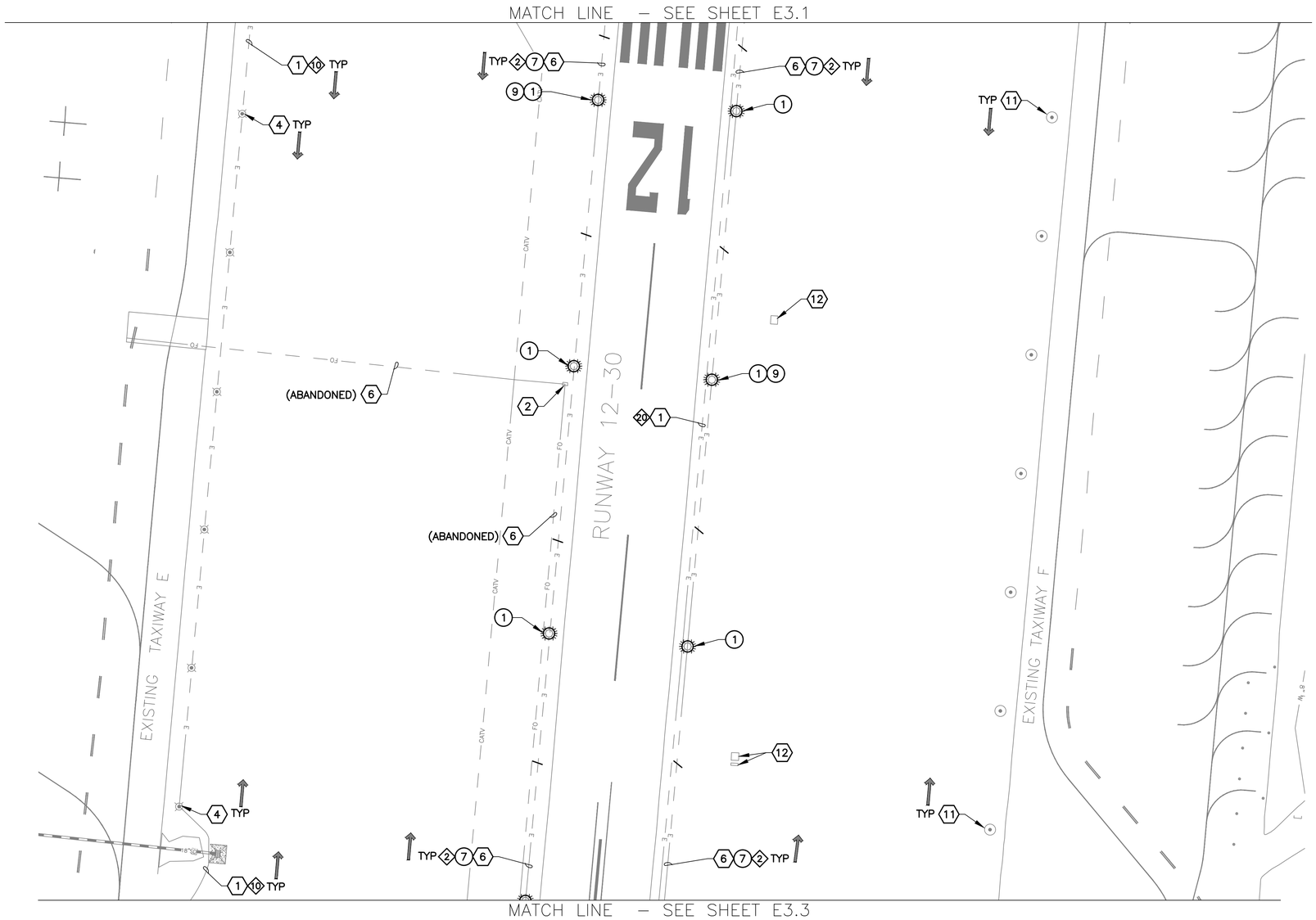
PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E3.1	22 OF 43

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Q:\PROJECTS\24000\24005 PRC RWY 12-30 ELECTRICAL IMPROVEMENTS\CAD\CAD SHEETS\24005 E3.1-TBD.DWG Mar. 18, 2025 2:54 PM



0' 20' 40' 80'

SCALE: 1"=40'

AS BUILT DATE

DIBBLE

CR engineers
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Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAR 25
ARIZONA, U.S.A.

CONSTRUCTION NOTE

1. NEW L-861(L) LED RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER ON EXISTING L-867 BASE (6 TOTAL (WHITE/WHITE))
7. NEW 1/C, #8 5KV L-824, TYPE "C" AIRFIELD LIGHTING CABLE (1,265 LF)
9. INSTALL NEW 3" EXTENSION RING ON EXISTING LIGHT BASE WITH CONCRETE SURROUND (2 TOTAL)

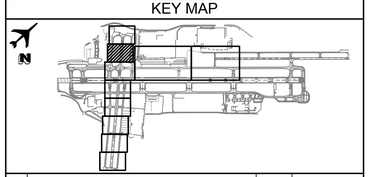
REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR
2. EXISTING HANDHOLE/JUNCTION CAN
4. EXISTING ELEVATED LIGHT FIXTURE
6. EXISTING CONDUIT
11. EXISTING TAXIWAY REFLECTOR
12. EXISTING ABANDONED FOUNDATION.

CIRCUIT IDENTIFICATION

2. 12-30
10. TW E
20. REIL 12

KEY MAP



	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL PLAN

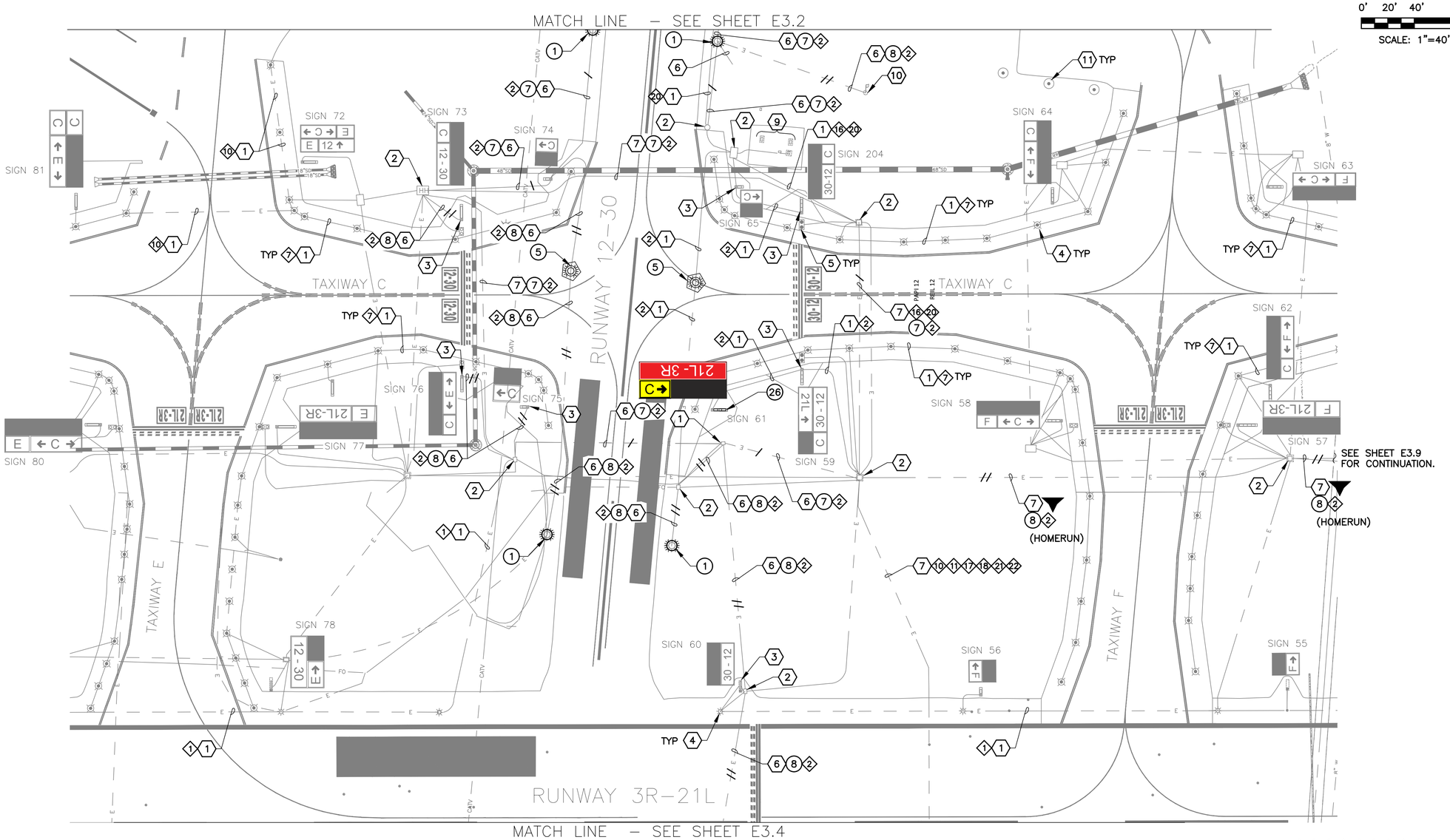
DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E3.2	23 OF 43

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Q:\PROJECTS\24000\24005 PRC RWY 12-30 ELECTRICAL IMPROVEMENTS\CADD\CAD SHEETS\24005 E3.1-TBD.DWG Mar. 18, 2025 2:55 PM

NOTE

ON THIS SHEET, LIGHTS, SIGNAGE, PAPI, RGLs, HANDHOLES, CONDUIT/CONDUCTOR, ETC... NOT ASSOCIATED WITH RUNWAY 12–30 CIRCUIT ARE MINIMALLY NOTED.



0' 20' 40' 80'

SCALE: 1"=40'

REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR
2. EXISTING HANDHOLE/JUNCTION CAN
3. EXISTING AIRFIELD GUIDANCE SIGN
4. EXISTING ELEVATED LIGHT FIXTURE
5. EXISTING RGL
6. EXISTING CONDUIT
7. EXISTING DUCTBANK
9. EXISTING PAPI
10. EXISTING WINDCONE
11. EXISTING TAXIWAY REFLECTOR

▼= 4 10 11 14 16 17 18 20 21 22

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AS BUILT DATE

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CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical) CERTIFICATE NO 36696 CATHERINE ALCORN Date Signed: 21 MAR 25 ARIZONA, U.S.A.

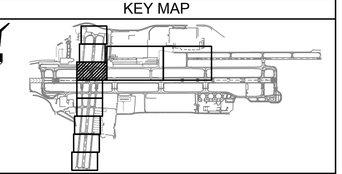
CONSTRUCTION NOTE

1. NEW L–861(L) LED RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER ON EXISTING L–867 BASE (4 TOTAL WHITE/WHITE))
5. NEW L–852D LED IN–PAVEMENT RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER ON EXISTING L–868 BASE. (2 TOTAL WHITE/WHITE))
7. NEW 1/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (1,445 LF)
8. NEW 2/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (1,185 LF)
26. NEW L–858(L) LED SIZE 2, 3–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING EXTENDED SIGN BASE (1 TOTAL)

CIRCUIT IDENTIFICATION

1. 3R–21L
2. 12–30
4. RGL (3R–21L)
6. TW A
7. TW C
10. TW E
11. TW F
14. PAPI 3R
16. PAPI 12
17. PAPI 30
18. REIL 3R
20. REIL 12
21. REIL 30
22. WINDCONE

KEY MAP



△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E3.3	24 OF 43

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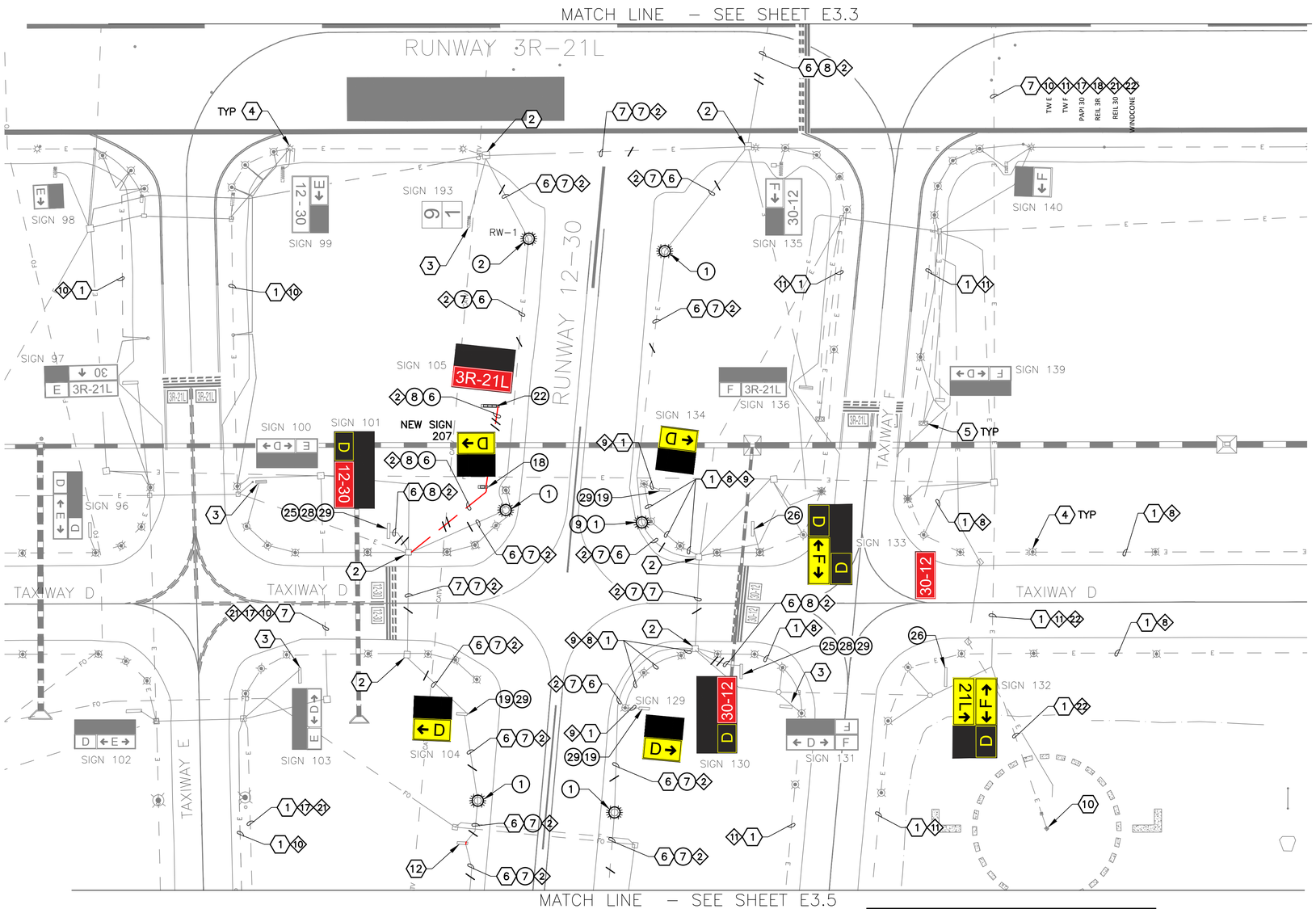
NOTE

ON THIS SHEET, LIGHTS, SIGNAGE, PAPI, RGLs, HANDHOLES, CONDUIT/CONDUCTOR, ETC... NOT ASSOCIATED WITH RUNWAY 12-30 CIRCUIT ARE MINIMALLY NOTED.



0' 20' 40' 80'

SCALE: 1"=40'

REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR
2. EXISTING HANDHOLE/JUNCTION CAN
3. EXISTING AIRFIELD GUIDANCE SIGN
4. EXISTING ELEVATED LIGHT FIXTURE

CIRCUIT IDENTIFICATION

2. 12–30
8. TW D (TW DELTA LIGHTING)
9. TDS (TW DELTA SIGNS)
10. TW E
11. TW F
17. PAPI 30
18. REIL 3R
21. REIL 30
22. WINDCONE

REFERENCE NOTES CONTINUED.....

5. EXISTING RGL
6. EXISTING CONDUIT
7. EXISTING DUCTBANK
10. EXISTING WINDCONE
12. EXISTING ABANDONED FOUNDATION

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AS BUILT DATE

DIBBLE

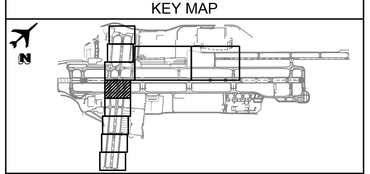
CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical) CERTIFICATE NO 36696 CATHERINE ALCORN Date Signed 21 MAR 25 ARIZONA, U.S.A.

CONSTRUCTION NOTE

1. NEW L–861(L) LED RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER ON EXISTING L–867 BASE (5 TOTAL (WHITE/WHITE))
2. NEW L–861(L) LED RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER ON NEW L–867 BASE (1 TOTAL (WHITE/WHITE))
6. 1–2"C DEB (125 LF)
7. NEW 1/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (1,635 LF)
8. NEW 2/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (355 LF)
9. INSTALL NEW 3" EXTENSION RING ON EXISTING LIGHT BASE WITH CONCRETE SURROUND (1 TOTAL)
18. NEW L–858(L) LED SIZE 2, 1–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE (1 TOTAL)
19. NEW L–858(L) LED SIZE 2, 1–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR (3 TOTAL)
22. NEW L–858(L) LED SIZE 2, 3–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE (1 TOTAL)
25. NEW L–858(L) LED SIZE 2, 4–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR (2 TOTAL)
26. NEW L–858(L) LED SIZE 2, 3–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING EXTENDED SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR (2 TOTAL)
28. NEW 3' CONCRETE SIGN BASE EXTENSION (2 TOTAL)
29. INSTALL NEW SIGN GROUND ROD AND #6 BCC CONNECTED TO NEW SIGN AT EXISTING SIGN BASE (5 TOTAL)

KEY MAP



△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E3.4	25 OF 43

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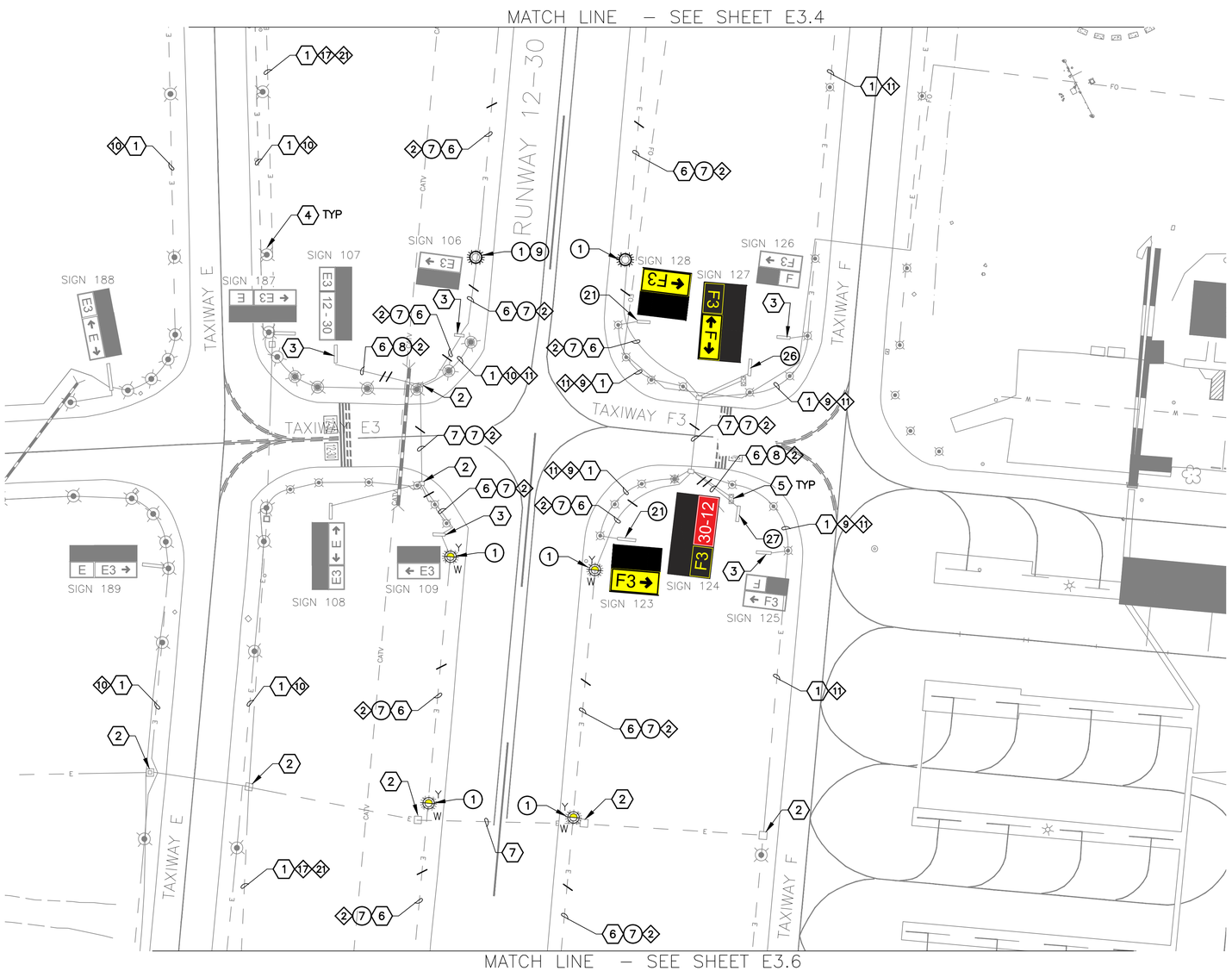
NOTE
ON THIS SHEET, LIGHTS, SIGNAGE, PAPI, RGLs, HANDHOLES, CONDUIT/CONDUCTOR, ETC... NOT ASSOCIATED WITH RUNWAY 12–30 CIRCUIT ARE MINIMALLY NOTED.



0' 20' 40' 80'
SCALE: 1"=40'

CONSTRUCTION NOTE

(1) NEW L–861(L) LED RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER ON EXISTING L–867 BASE
(2 TOTAL (WHITE/WHITE)
(4 TOTAL (WHITE/YELLOW)

(7) NEW 1/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (1,490 LF)

(8) NEW 2/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (140 LF)

(9) INSTALL NEW 3" EXTENSION RING ON EXISTING LIGHT BASE WITH CONCRETE SURROUND (1 TOTAL)

(21) NEW L–858(L) LED SIZE 2, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR
(2 TOTAL)

(26) NEW L–858(L) LED SIZE 2, 3–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING EXTENDED SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR (1 TOTAL)

(27) NEW L–858(L) LED SIZE 2, 4–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING EXTENDED SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR (1 TOTAL)

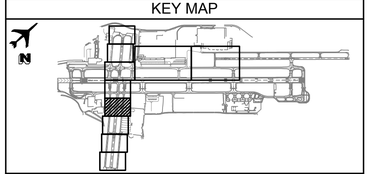
REFERENCE NOTE

(1) EXISTING CONDUIT AND CONDUCTOR
(2) EXISTING HANDHOLE/JUNCTION CAN
(3) EXISTING AIRFIELD GUIDANCE SIGN
(4) EXISTING ELEVATED LIGHT FIXTURE
(5) EXISTING RGL
(6) EXISTING CONDUIT
(7) EXISTING DUCTBANK

CIRCUIT IDENTIFICATION

(2) 12–30
(9) TDS (TW DELTA SIGNS)
(10) TW E
(11) TW F
(17) PAPI 30
(21) REIL 30

KEY MAP



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AS BUILT DATE

DIBBLE
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Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAR 25
ARIZONA, U.S.A.

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E3.5	26 OF 43

Call at least two full working days before you begin excavation.
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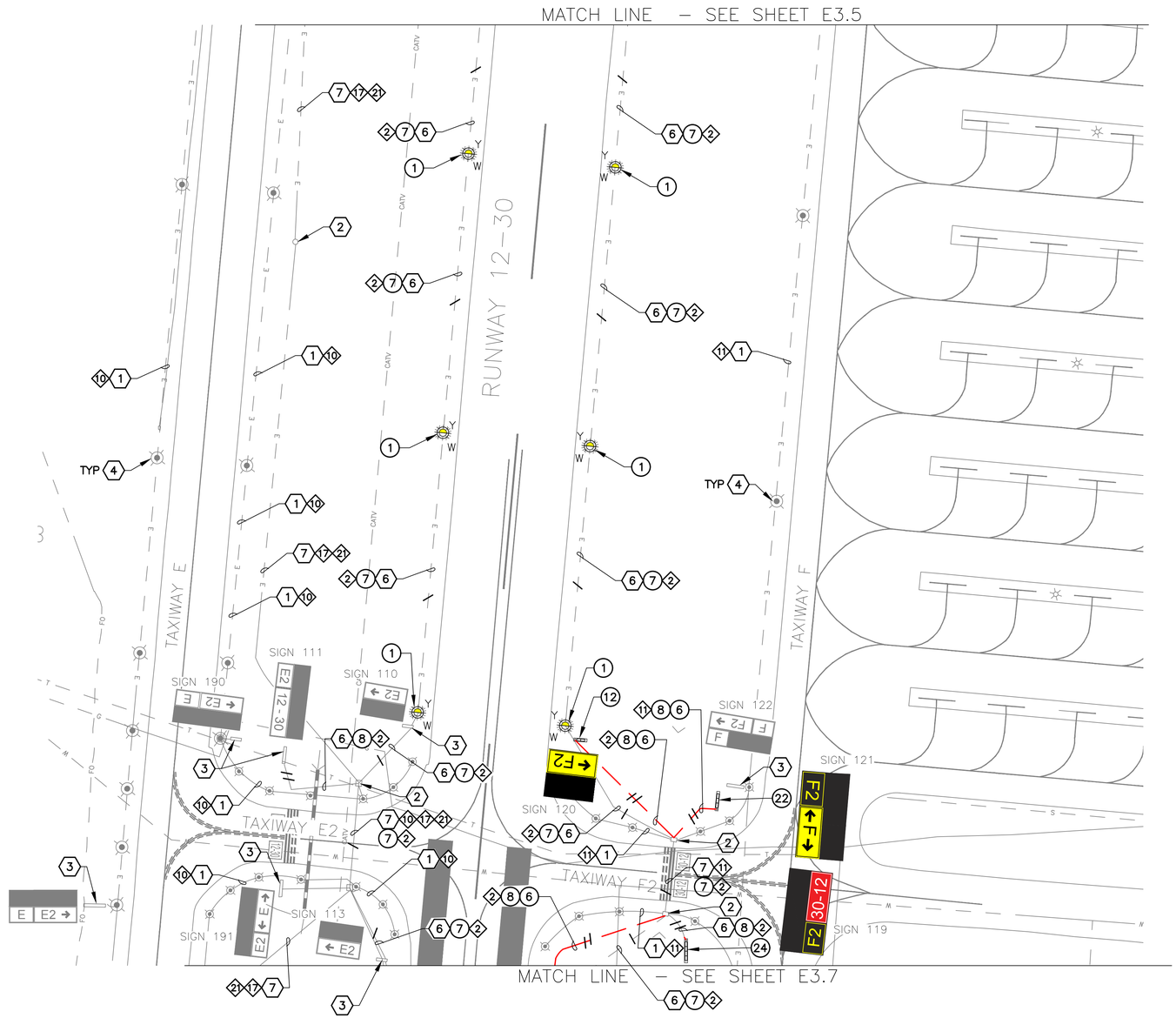
NOTE

ON THIS SHEET, LIGHTS, SIGNAGE, PAPI, RGLs, HANDHOLES, CONDUIT/CONDUCTOR, ETC... NOT ASSOCIATED WITH RUNWAY 12–30 CIRCUIT ARE MINIMALLY NOTED.



0' 20' 40' 80'

SCALE: 1"=40'

AS BUILT DATE

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Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAY 25
ARIZONA, U.S.A.

CONSTRUCTION NOTE

1. NEW L–861(L) LED RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER ON EXISTING L–867 BASE (6 TOTAL (WHITE/YELLOW))
6. 1–2"C DEB (200 LF)
7. NEW 1/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (1,475 LF)
8. NEW 2/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (380 LF)
12. NEW L–858(L) LED SIZE 1, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE (1 TOTAL)
22. NEW L–858(L) LED SIZE 2, 3–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE (1 TOTAL)
24. NEW L–858(L) LED SIZE 2, 4–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE (1 TOTAL)

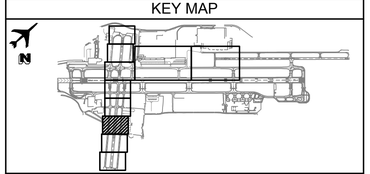
REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR
2. EXISTING HANDHOLE/JUNCTION CAN
3. EXISTING AIRFIELD GUIDANCE SIGN
4. EXISTING ELEVATED LIGHT FIXTURE
6. EXISTING CONDUIT
7. EXISTING DUCTBANK

CIRCUIT IDENTIFICATION

2. 12–30
10. TW E
11. TW F
17. PAPI 30
21. REIL 30

KEY MAP



△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL PLAN

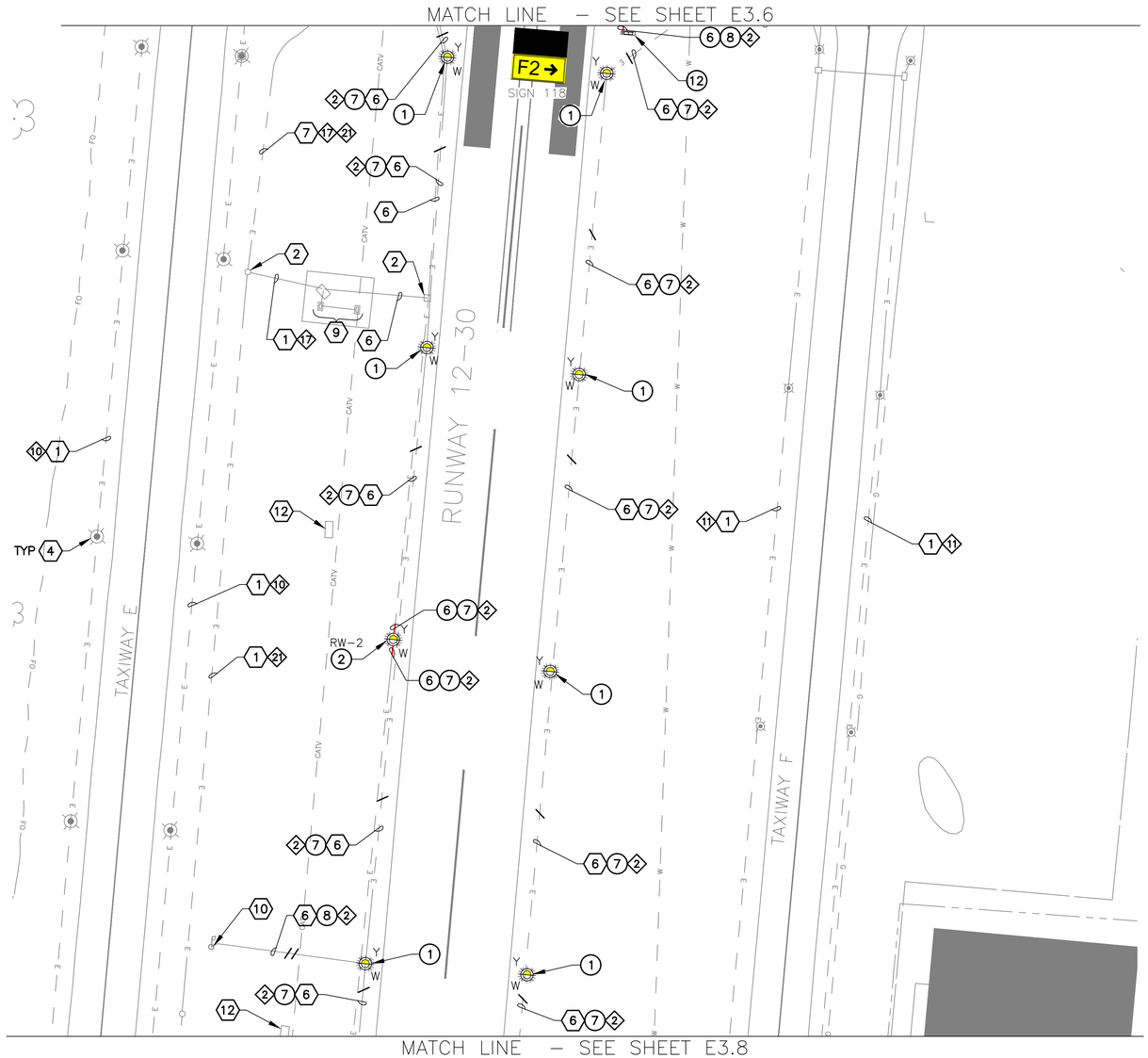
DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E3.6	27 OF 43

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

Q:\PROJECTS\24000\24005 PRC RWY 12–30 ELECTRICAL IMPROVEMENTS\CAD\CAD SHEETS\24005 E3.1–TBD.DWG Mar. 18, 2025 3:03 PM

NOTE

ON THIS SHEET, LIGHTS, SIGNAGE, PAPI, RGLs, HANDHOLES, CONDUIT/CONDUCTOR, ETC... NOT ASSOCIATED WITH RUNWAY 12–30 CIRCUIT ARE MINIMALLY NOTED.



0' 20' 40' 80'

SCALE: 1"=40'

AS BUILT DATE

DIBBLE

CR engineers

16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAY 25
ARIZONA, U.S.A.

CONSTRUCTION NOTE

1. NEW L–861(L) LED RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER ON EXISTING L–867 BASE (7 TOTAL (WHITE/YELLOW))
2. NEW L–861(L) LED RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER ON NEW L–867 BASE (1 TOTAL (WHITE/YELLOW))
6. 1–2"C DEB (15 LF)
7. NEW 1/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (1,305 LF)
8. NEW 2/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (115 LF)
12. NEW L–858(L) LED SIZE 1, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE (1 TOTAL)

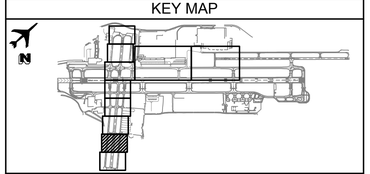
REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR
2. EXISTING HANDHOLE/JUNCTION CAN
3. EXISTING AIRFIELD GUIDANCE SIGN
4. EXISTING ELEVATED LIGHT FIXTURE
6. EXISTING CONDUIT
7. EXISTING DUCTBANK
9. EXISTING PAPI
10. EXISTING WINDCONE
12. EXISTING ABANDONED FOUNDATION

CIRCUIT IDENTIFICATION

2. 12–30
10. TW E
11. TW F
17. PAPI 30
21. REIL 30

KEY MAP



△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

AIRFIELD ELECTRICAL PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E3.7	28 OF 43

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NOTE

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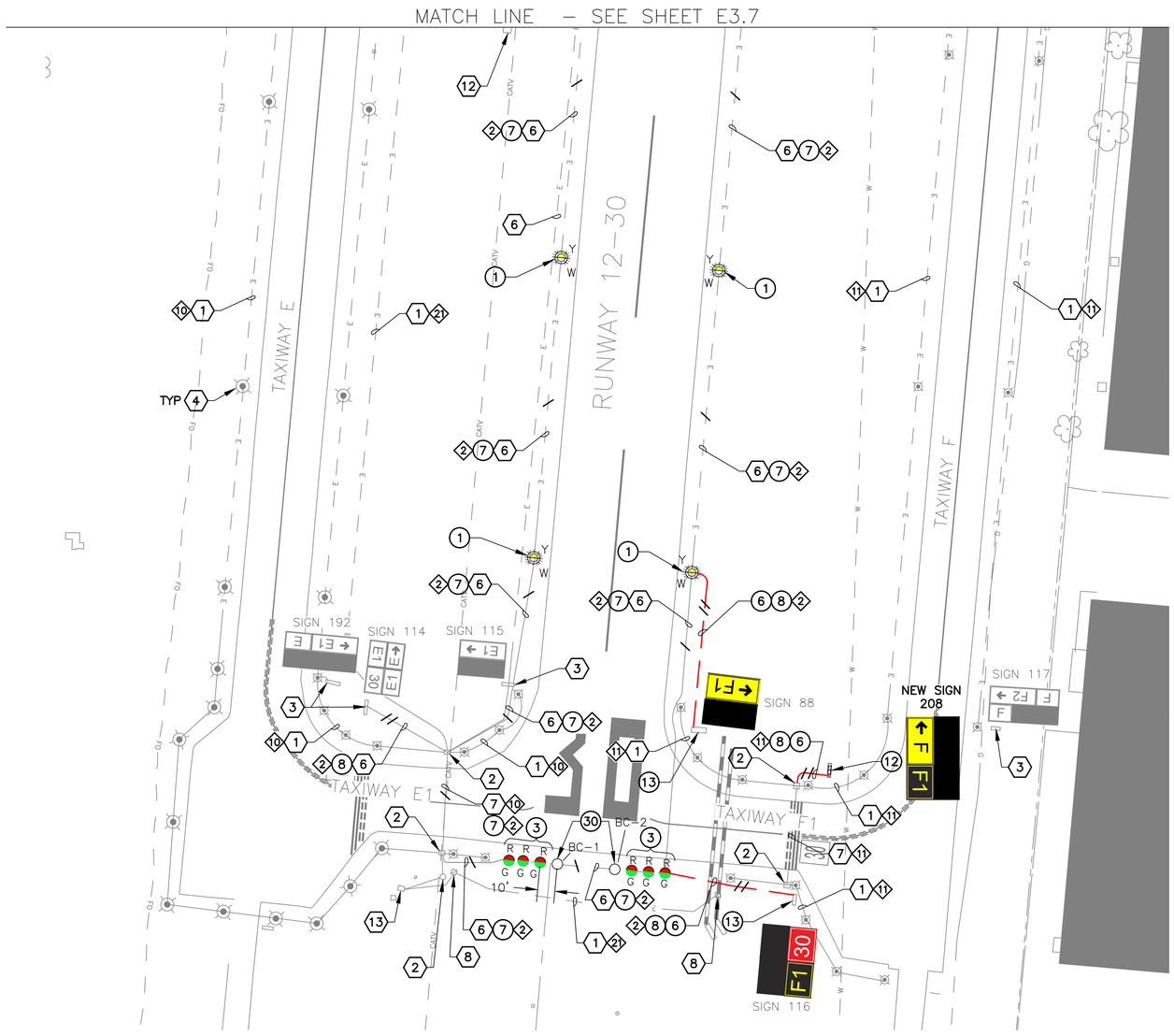

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CATHERINE ALCORN
Date Signed: 21 MAY 25
ARIZONA, U.S.A.

CONSTRUCTION NOTE

1. NEW L–861(L) LED RUNWAY EDGE LIGHT AND ISOLATION TRANSFORMER ON EXISTING L–867 BASE (4 TOTAL (WHITE/YELLOW))
3. NEW L–861(L) LED RUNWAY END/THRESHOLD EDGE LIGHT AND ISOLATION TRANSFORMER ON EXISTING L–867 BASE (6 TOTAL (RED/GREEN))
6. 1–2"C DEB (200 LF)
7. NEW 1/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (1,380 LF)
8. NEW 2/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (240 LF)
12. NEW L–858(L) LED SIZE 1, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE (1 TOTAL)
13. NEW L–858(L) LED SIZE 1, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR (2 TOTAL)
30. NEW L–867 BASE CAN WITH BLANK COVER (2 TOTAL)

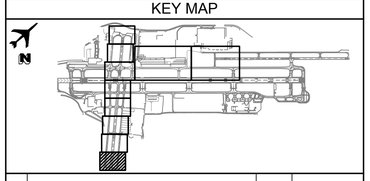
REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR
2. EXISTING HANDHOLE/JUNCTION CAN
3. EXISTING AIRFIELD GUIDANCE SIGN
4. EXISTING ELEVATED LIGHT FIXTURE
6. EXISTING CONDUIT
7. EXISTING DUCTBANK
8. EXISTING REIL
12. EXISTING ABANDONED FOUNDATION
13. EXISTING POWER EQUIPMENT

CIRCUIT IDENTIFICATION

2. 12–30
10. TW E
11. TW F
21. REIL 30

KEY MAP



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AIRFIELD ELECTRICAL PLAN

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SCALE: AS SHOWN			E3.8	29 OF 43

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NOTE

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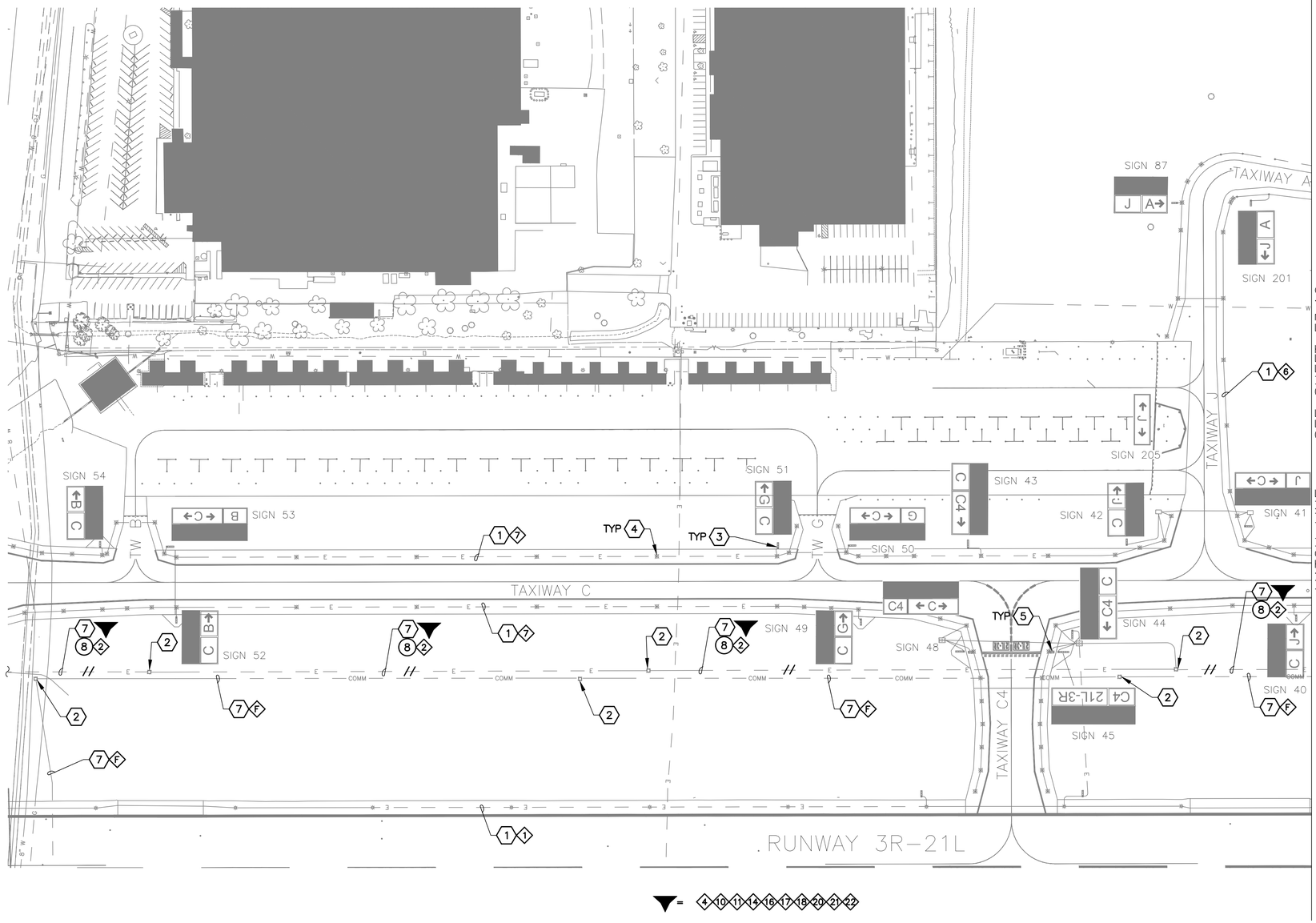
0' 40' 80' 160'

SCALE: 1"=80'



▼= ◇4 ◇10 ◇11 ◇14 ◇16 ◇17 ◇18 ◇20 ◇21 ◇22

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CATHERINE
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ARIZONA, U.S.A.

○ CONSTRUCTION NOTE ○

(8) NEW 2/C, #8 5KV L-824, TYPE "C" AIRFIELD LIGHTING CABLE (1,940 LF)

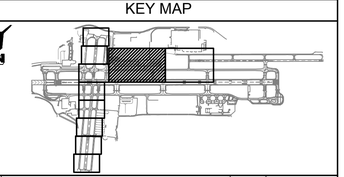
⬡ REFERENCE NOTE ⬡

(1) EXISTING CONDUIT AND CONDUCTOR
(2) EXISTING HANDHOLE/JUNCTION CAN
(3) EXISTING AIRFIELD GUIDANCE SIGN
(4) EXISTING ELEVATED LIGHT FIXTURE
(5) EXISTING RGL
(7) EXISTING DUCTBANK

◇ CIRCUIT IDENTIFICATION ◇

◇1 3R-21L
◇2 12-30
◇4 RGL (3R-21L)
◇6 TW A
◇7 TW C
◇10 TW E
◇11 TW F
◇14 PAPI 3R
◇16 PAPI 12
◇17 PAPI 30
◇18 REIL 3R
◇20 REIL 12
◇21 REIL 30
◇22 WINDCONE
◇F ALCMS FIBER

KEY MAP



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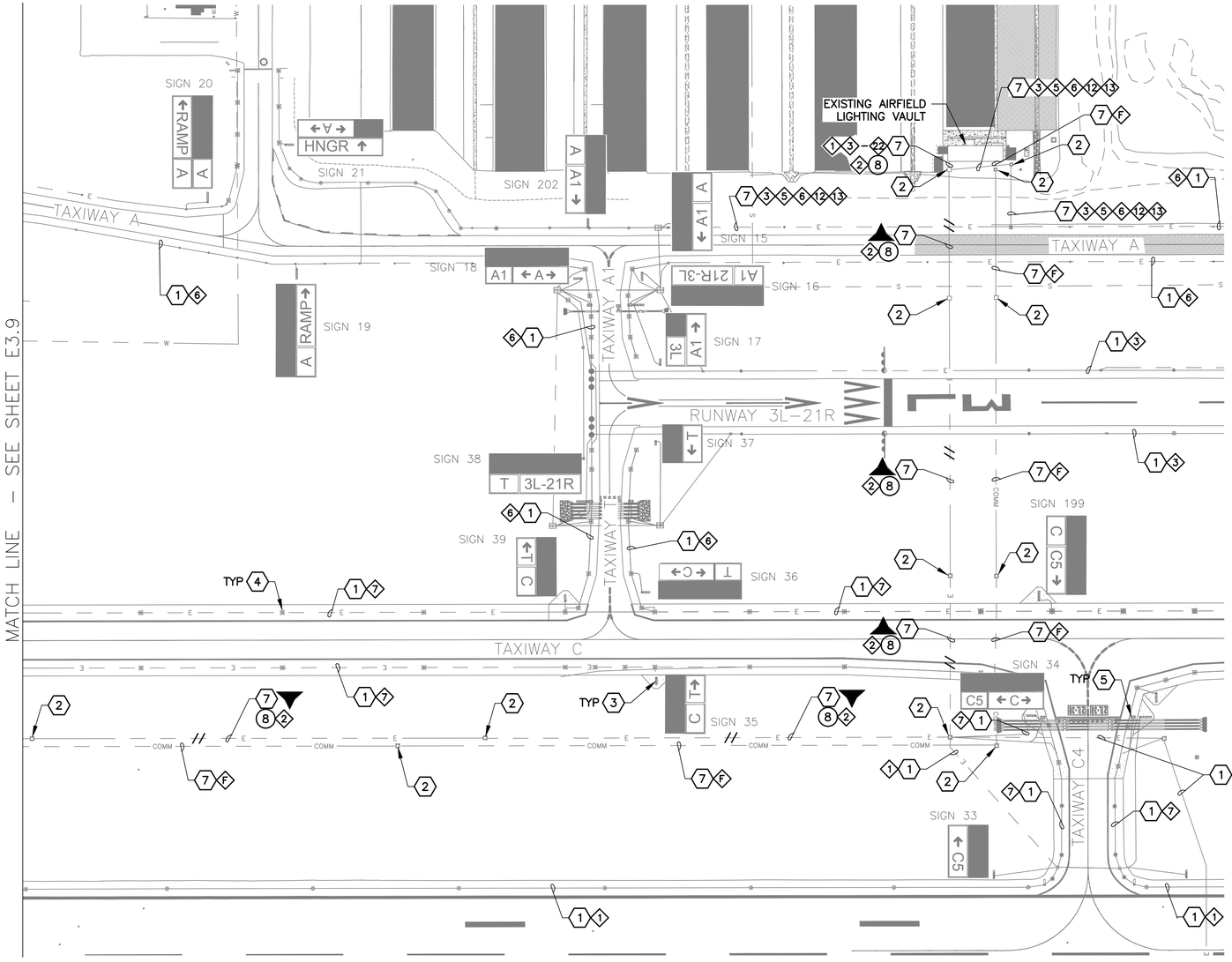

0' 40' 80' 160'

SCALE: 1"=80'

▲ = 1 4 7 8 9 10 11 14 15 16 17 18 19 20 21 22

▼ = 4 10 11 14 16 17 18 20 21 22

REFERENCE NOTE

1. EXISTING CONDUIT AND CONDUCTOR
2. EXISTING HANDHOLE/JUNCTION CAN
3. EXISTING AIRFIELD GUIDANCE SIGN
4. EXISTING ELEVATED LIGHT FIXTURE
5. EXISTING RGL
7. EXISTING DUCTBANK

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Registered Professional Engineer (Electrical) CERTIFICATE NO 36696 CATHERINE ALCORN Date Signed: 21 MAY 25 ARIZONA, U.S.A.

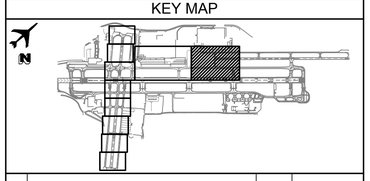
CONSTRUCTION NOTE

(8) NEW 2/C, #8 5KV L–824, TYPE "C" AIRFIELD LIGHTING CABLE (2,210 LF)

CIRCUIT IDENTIFICATION

1. 3R–21L
2. 12–30
3. 3L–21R
4. RGL (3R–21L)
5. RGL (A1)
6. TW A
7. TW C
8. TW D (TDL–DELTA LIGHTING)
9. TDS (TW DELTA SIGNS)
10. TW E
11. TW F
12. PAPI 3L
13. PAPI 21R
14. PAPI 3R
15. PAPI 21L
16. PAPI 12
17. PAPI 30
18. REIL 3R
19. REIL 21L
20. REIL 12
21. REIL 30
22. WINDCONE
- F. ALCMS FIBER

KEY MAP



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DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E3.10	31 OF 43

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PRESCOTT REGIONAL AIRPORT AIRFIELD GUIDANCE SIGN SCHEDULE

SIGN NUMBER	CIRCUIT	SIGN WITH FACE DESIGNATIONS	FACE A MESSAGE	FACE B MESSAGE	FACE A COLOR	FACE B COLOR	SIZE	STYLE	CLASS	SHEET NUMBER	SCOPE OF WORK
67	RW 12–30	A B F4 →	BLANK	F4 | →	B	B/Y | B/Y	2	2	1	E3.1	NEW L–858(L), SIZE 2, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE.
68	RW 12–30	A 12 F4 B F4 F→	F4 | 12	F4 | F →	Y/B | W/R	Y/B | B/Y	2	2	1	E3.1	NEW L–858(L), SIZE 2, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE
61	RW 12–30	A ← C B 21L- 3R	C → | BLANK | BLANK	21|L–|3R	B/Y | BLANK | BLANK	W/R| W/R| W/R	2	2	1	E3.3	NEW L–858(L), SIZE 2, 3–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING EXTENDED SIGN BASE
101	RW 12–30	A B D 12-30	BLANK	D | 12–30	B	Y/B | W/R| W/R| W/R	2	2	1	E3.4	NEW L–858(L), SIZE 2, 4–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR
NEW SIGN 207	RW 12–30	A B D→	BLANK	D →	B	B/Y	2	2	1	E3.4	NEW L–858(L), SIZE 2, 1–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE
134	RW 12–30	A B ← D	BLANK	←D	B	B/Y	2	2	1	E3.4	NEW L–858(L), SIZE 2, 1–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR.
133	TDS (TW DELTA SIGNS)	A D B D ←F→	D | BLANK | BLANK	D | ← F →	Y/B | B | B	Y/B | B/Y| B/Y	2	2	1	E3.4	NEW L–858(L), SIZE 2, 3–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR
104	RW 12–30	A B ← D	BLANK	←D	B	B/Y	2	2	1	E3.4	NEW L–858(L), SIZE 2, 1–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR.
105	RW 12–30	A B 3R-21L	BLANK	3R|–2|1L	B	W/R| W/R| W/R	2	2	1	E3.4	NEW L–858(L), SIZE 2, 3–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE
129	RW 12–30	A B D→	BLANK	D →	B	B/Y	2	2	1	E3.4	NEW L–858(L), SIZE 2, 1–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE
130	RW 12–30	A B D 30-12	BLANK	D | 30–12	B	Y/B | W/R| W/R| W/R	2	2	1	E3.4	NEW L–858(L), SIZE 2, 4–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR
132	TDS (TW DELTA SIGNS)	A 21L↓ B D ←F→	21|L↑| BLANK	D | ← F →	B/Y| B/Y | B	Y/B | B/Y| B/Y	2	2	1	E3.4	NEW L–858(L), SIZE 2, 3–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR
127	TDS (TW DELTA SIGNS)	A B F3 ←F→	BLANK	F3| ← F →	B	Y/B | B/Y| B/Y	2	2	1	E3.5	NEW L–858(L), SIZE 2, 3–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR
128	RW 12–30	A B ← F3	BLANK	←F3	B	B/Y | B/Y	2	2	1	E3.5	NEW L–858(L), SIZE 2, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR
123	RW 12–30	A B F3→	BLANK	F3| →	B	B/Y | B/Y	2	2	1	E3.5	NEW L–858(L), SIZE 2, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR
124	RW 12–30	A B F3 30-12	BLANK	F3| 30–12	B	Y/B | W/R| W/R| W/R	2	2	1	E3.5	NEW L–858(L), SIZE 2, 4–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR
120	RW 12–30	A B ← F2	BLANK	←F3	B	B/Y | B/Y	1	2	1	E3.6	NEW L–858(L), SIZE 1, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE.
119	RW 12–30	A B F2 30-12	BLANK	F3| 30–12	B	Y/B | W/R| W/R| W/R	2	2	1	E3.6	NEW L–858(L), SIZE 2, 4–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE
121	TW F	A B F2 ←F→	BLANK	F3| ← F →	B	Y/B | B/Y| B/Y	2	2	1	E3.6	NEW L–858(L), SIZE 2, 3–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE.

NOTES

1. MODULE SIZES ARE GIVEN FOR ESTIMATION ONLY AND ARE SUBJECT TO CHANGE BY SIGN MANUFACTURER
2. CONTRACTOR SHALL PERFORM AND SUBMIT COMPLETE FIELD SURVEY/RECORD DRAWINGS FOR ALL EQUIPMENT PRIOR TO FINAL PAYMENT.
3. THE AIRPORT PREFERS STANDARD, LUMACURVE SIGNAGE OVER CABINET STYLE SIGNAGE.

AS BUILT DATE

DIBBLE

CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

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SCALE: NONE			E4.1	32 OF 43

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PRESCOTT REGIONAL AIRPORT AIRFIELD GUIDANCE SIGN SCHEDULE

SIGN NUMBER	CIRCUIT	SIGN WITH FACE DESIGNATIONS	FACE A MESSAGE	FACE B MESSAGE	FACE A COLOR	FACE B COLOR	SIZE	STYLE	CLASS	SHEET NUMBER	SCOPE OF WORK
118	RW 12–30	A B F2 →	BLANK	F3 | →	B	B/Y | B/Y	1	2	1	E3.7	NEW L–858(L), SIZE 1, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE.
88	RW 12–30	A B ← F1	BLANK	← F1	B	B/Y | B/Y	1	2	1	E3.8	NEW L–858(L), SIZE 1, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR
116	RW 12–30	A B F1 30	BLANK	F1 | 30	B	Y/B | W/R	1	2	1	E3.8	NEW L–858(L), SIZE 1, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON EXISTING SIGN BASE WITH NEW GROUND ROD AND CONDUCTOR
NEW SIGN 208	TW F	A B ← F F1	BLANK	← F | F1	B	B/Y | Y/B	1	2	1	E3.8	NEW L–858(L), SIZE 1, 2–MODULE AIRFIELD GUIDANCE SIGN AND ISOLATION TRANSFORMER ON NEW SIGN BASE.

NOTES

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2. CONTRACTOR SHALL PERFORM AND SUBMIT COMPLETE FIELD SURVEY/RECORD DRAWINGS FOR ALL EQUIPMENT PRIOR TO FINAL PAYMENT.
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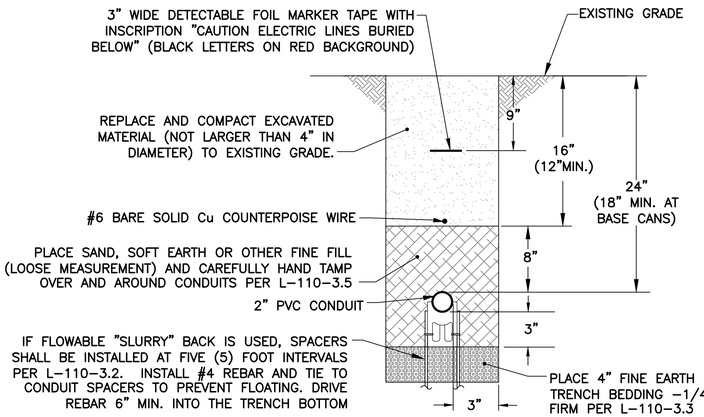
ALCORN
Date Signed: 21 MAY 25
ARIZONA, U.S.A.

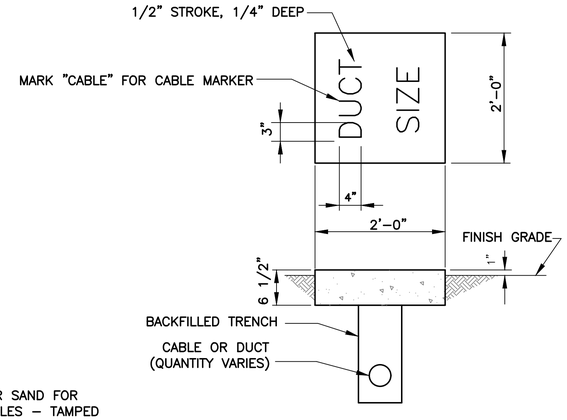
GENERAL NOTES FOR CONDUIT INSTALLATION

1. CONCRETE ENCASED DUCTBANKS SHALL BE USED WHEN CROSSING UNDER PAVEMENTS EXPECTED TO CARRY AIRCRAFT LOADS SUCH AS RUNWAYS, TAXIWAYS, TAXI–LANES, RAMPS, AND APRONS OR VEHICULAR TRAFFIC SUCH AS SERVICE ROADS. WHEN UNDER PAVED SHOULDERS AND OTHER PAVED AREAS, CONDUIT AND DUCTBANKS SHALL BE ENCASED USING FLOWABLE FILL FOR PROTECTION.
2. UNDER PAVEMENT, THE TOP OF THE DUCTBANKS SHALL NOT BE LESS THAN 18 INCHES BELOW THE SUBGRADE; IN OTHER LOCATION THE TOP OF THE DUCTBANK OR UNDERGROUND CONDUIT SHALL BE NOT LESS THAN 18 INCHES BELOW FINISHED GRADE.
3. DUCTBANKS SHALL BE INSTALLED SO THAT THE TOP OF THE CONCRETE ENVELOPE IN NOT LESS THAN 18 INCHES BELOW THE BOTTOM OF THE BASE OR STABILIZED BASE COURSE LAYERS WHERE INSTALLED UNDER RUNWAY, TAXIWAYS, APRONS, OR OTHER PAVED AREAS, AND NOT LESS THAN 18 INCHES BELOW FINISHED GRADE WHERE INSTALLED IN UNPAVED AREAS.
4. ALL DUCTBANKS SHALL BE PLACED ON A LAYER OF CONCRETE NOT LESS THAN 3 INCHES THICK PRIOR TO ITS INITIAL SET. THE CONTRACTOR SHALL SPACE THE CONDUITS NOT LESS THAN 3 INCHES APART (MEASURED FROM OUTSIDE WALL TO OUTSIDE WALL).
5. ALL SUCH MULTIPLE CONDUITS SHALL BE PLACED USING CONDUIT SPACERS, APPLICABLE TO THE TYPE OF CONDUIT. CONCRETE SHALL BE PLACED AROUND AND ON TOP OF THE CONDUITS NOT LESS THAN 3 INCHES THICK.
6. CONDUITS FORMING THE DUCTBANK SHALL BE INSTALLED USING CONDUIT SPACERS. #4 REINFORCING BARS SHALL BE DRIVEN VERTICALLY INTO THE SOIL A MINIMUM OF 6 INCHES TO ANCHOR THE ASSEMBLY INTO THE EARTH PRIOR TO PLACING THE CONCRETE ENCASEMENT. SPACERS SHALL BE INSTALLED AT 5 FEET INTERVALS.
7. ALL PAVEMENT SURFACES THAT ARE TO HAVE DUCTS INSTALLED THEREIN SHALL BE NEATLY SAW CUT TO FORM VERTICAL FACE. ALL EXCAVATION AND BACKFILL SHALL BE INCLUDED IN THE CONTRACT WITH PRICE FOR THE DUCT.
8. BARE SOLID #6 AWG COPPER COUNTERPOISE WIRE SHALL BE INSTALLED FOR LIGHTNING PROTECTION OF THE UNDERGROUND CABLES. THE COUNTERPOISE CONDUCTOR SHALL BE INSTALLED NO LESS THAN 8 INCHES MINIMUM OR 12 INCHES MAXIMUM ABOVE THE RACEWAY OR CABLE TO BE PROTECTED, EXCEPT AS PERMITTED BELOW:
   A. THE MINIMUM COUNTERPOISE CONDUCTOR HEIGHT ABOVE THE RACEWAY OR CABLE TO BE PROTECTED SHALL BE PERMITTED TO BE ADJUSTED SUBJECT TO COORDINATION WITH AIRFIELD LIGHTING AND PAVEMENT DESIGNS.
   B. THE COUNTERPOISE CONDUCTOR HEIGHT ABOVE THE PROTECTED RACEWAY(S) OR CABLE(S) SHALL BE CALCULATED TO ENSURE THAT THE RACEWAY OR CABLE IS WITHIN A 45–DEGREE AREA OF PROTECTION (45 DEGREES ON EACH SIDE OF VERTICAL CREATING A 90–DEGREE ANGLE.
9. INSTALL A PLASTIC, DETECTABLE, RED, 3 INCH WIDE TAPE LOCATED 8 INCHES (MINIMUM) BELOW GRADE ABOVE ALL UNDERGROUND CONDUIT OR DUCT LINES NOT INSTALLED UNDER PAVEMENT. UNDERGROUND ELECTRICAL WARNING (CAUTION) TAPE SHALL BE INSTALLED IN THE TRENCH ABOVE ALL UNDERGROUND DUCTBANKS AND CONDUIT IN UNPAVED AREAS. THE WARNING TAPE SHALL BE LOCATED 6 INCHES ABOVE THE DUCT/CONDUIT OR THE COUNTERPOISE WIRE IF PRESENT.
10. PROVIDE MULE TAPE IN ALL NEW (UNUSED) CONDUITS. PLUG ENDS IN HANDHOLES
11. P–610 CONCRETE ENCASE UNDER PAVEMENT PER SPECIFICATION L–110.
12. INSTALL A #6 BARE COPPER COUNTERPOISE ABOVE EACH DUCT ASSEMBLY FROM HANDHOLE TO HANDHOLE AND EXOTHERMICALLY WELD TO GROUND RODS AT EACH HANDHOLE.
13. ALL UNDERGROUND CONDUITS SHALL MAINTAIN A 12" (MIN.) SEPARATION FROM ALL OTHER (EXISTING OR NEW) UNDERGROUND FACILITIES UNLESS NOTED OTHERWISE ON DRAWINGS
14. CONDUIT IN DUCTBANK(S) ARE TO BE STACKED NO MORE THAN FOUR (4) CONDUITS. IF MORE CONDUITS ARE NEEDED, THE WIDTH OF THE TRENCH IS TO BE INCREASED
15. WHERE PAVEMENT IS EXISTING AND REPAIR/REPLACEMENT IS REQUIRED, REPLACE IN KIND. ANTICIPATE THREE (3) INCHES OF ASPHALT ON CLSM SLURRY ENCASED DUCT SECTION. THIS SHALL BE INCIDENTAL TO THE COST OF RETROFIT DUCTBANK INSTALLATION.
16. ADJUST DEPTH TO 18"–24" TOTAL FOR CONDUIT INSTALLATION BETWEEN OR INTO L–867/L–868 BASE CAN.



ALL DIMENSIONS ARE MINIMUM. DETAIL APPLICABLE FOR ALL CONDUIT BETWEEN L–867 BASE CANS.

500 TYP *DIRECT EARTH BURIED (DEB) CONDUIT DETAIL*



914 TYP *CABLE/DUCT MARKER*
NTS

	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15	DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

CONDUIT DUCTBANK DETAILS

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: NONE			E5.1	34 OF 43

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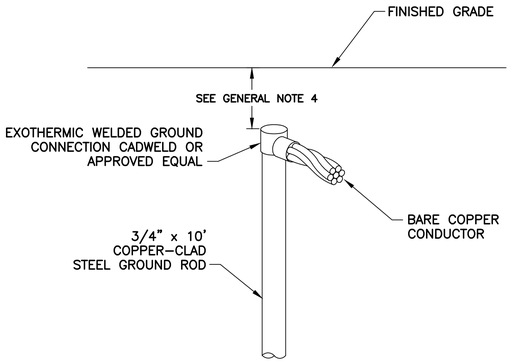
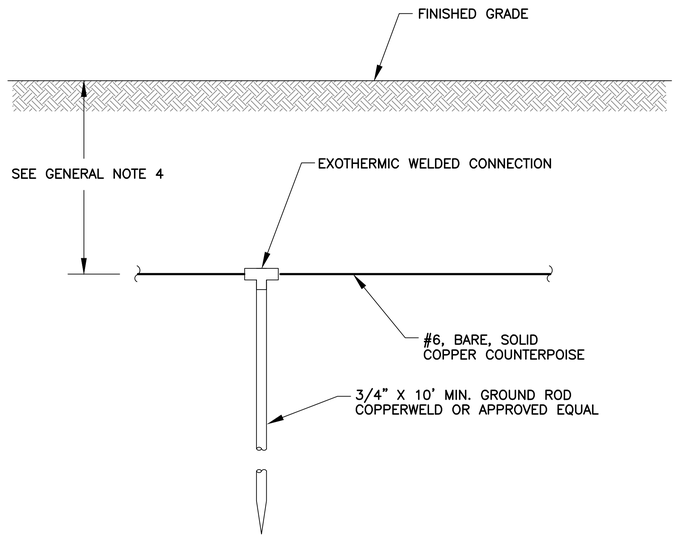
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

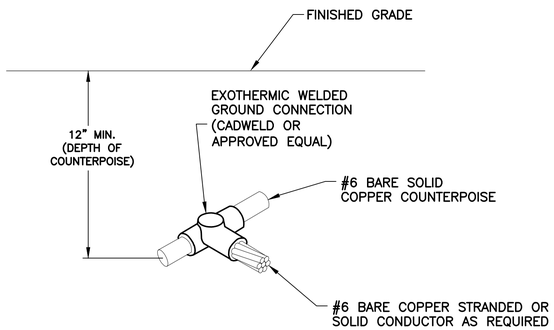
Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAR 25
ARIZONA, U.S.A.



561 TYP *CABLE TO GROUND ROD CONNECTION*
NTS



761 TYP *COUNTERPOISE INSTALLATION DETAIL*
NTS



766 TYP *COUNTERPOISE TO CABLE CONNECTION DETAIL*
NTS

GENERAL NOTES

1. COST OF GROUND RODS IS INCIDENTAL TO THE ASSOCIATED ITEMS REQUIRING GROUNDING UNLESS OTHERWISE SPECIFIED.
2. WHERE POSSIBLE, NEW COUNTERPOISE SYSTEM SHALL BE CONNECTED TO ANY EXISTING COUNTERPOISE SYSTEM ENCOUNTERED.
3. GROUNDING ELECTRODES INSTALLED AS PART OF THE COUNTERPOISE SYSTEM SHALL BE SPACED AT DISTANCES NO GREATER THAN 500 FT. (MAX).
4. REFER TO CONDUIT/DUCT BANK DETAILS FOR DEPTHS.

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CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

GROUNDING DETAILS

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: NONE			E5.2	35 OF 43

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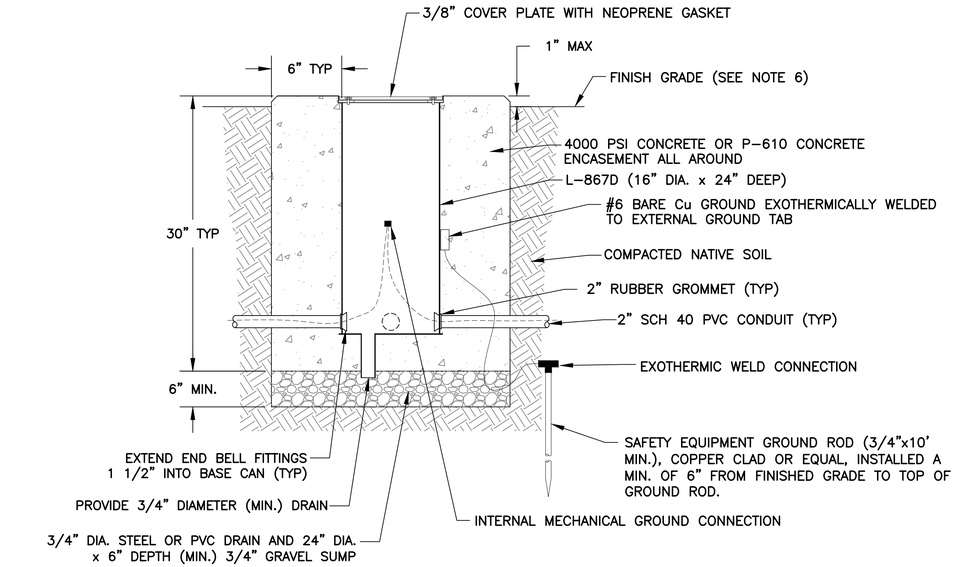
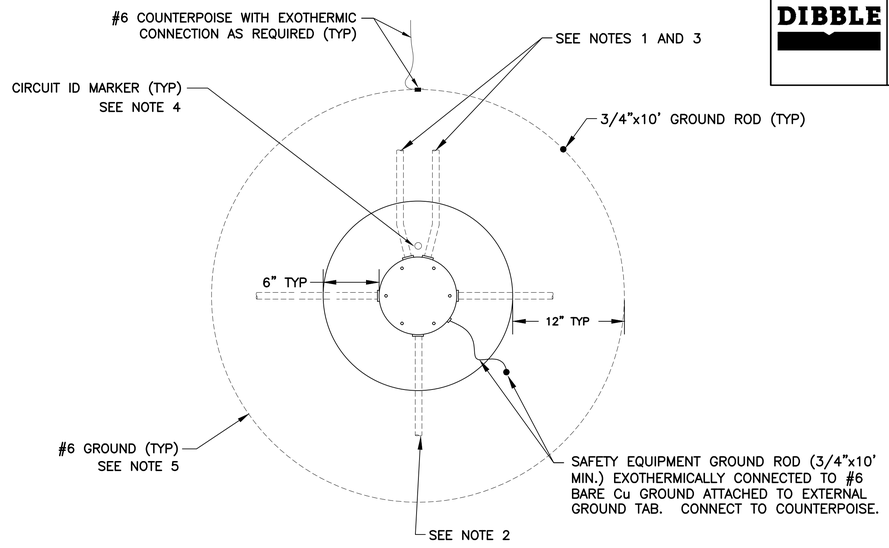
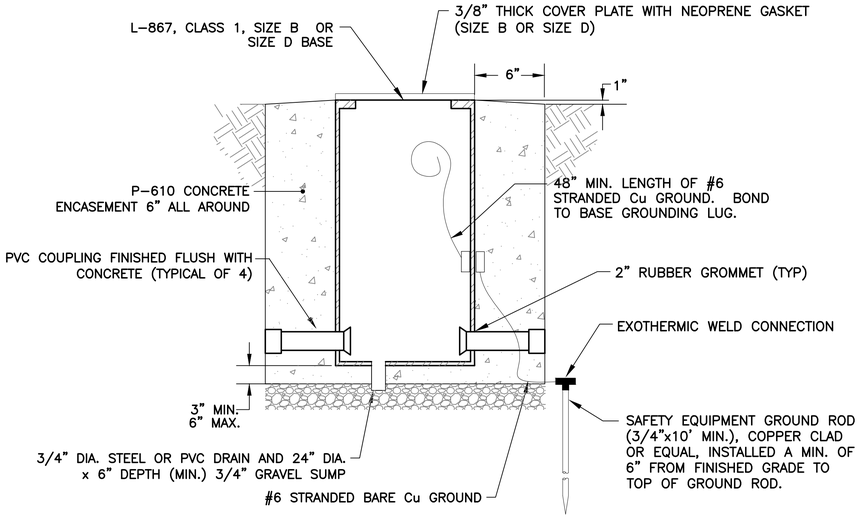




821 TYP — *L-867D JUNCTION CAN DETAIL*
NTS

NOTES:

1. NUMBER OF JUNCTION CANS AND CONDUIT CONFIGURATIONS VARY. SEE LAYOUT PLAN SHEETS FOR ORIENTATION. PROVIDE 2" SPARE CONDUIT FOR EACH CIRCUIT AT TAXIWAY CROSSINGS.
2. CONDUITS WHICH ARE NOT USED IN THE PROJECT SHALL BE CAPPED 4" OUTSIDE OF CONCRETE.
3. ORIENT JUNCTION CAN AS SHOWN ON ELECTRICAL SITE PLANS.
4. CONTRACTOR SHALL PROVIDE A 2" DIAMETER DOMED BRONZE MARKER AT EACH JUNCTION AS SHOWN. MARKER SHALL BE STAMPED WITH CIRCUIT IDENTIFICATION AS SHOWN ON DETAIL 664.
5. INSTALL GROUND ROD AND GROUND LOOP AT ALL JUNCTION CAN AS SHOWN. ONE GROUND ROD SHALL BE PROVIDED. COUNTERPOISE SHALL BE LOCATED NOMINALLY 6" ABOVE CONDUITS. BOND TO JUNCTION CANS.
6. CONTRACTOR SHALL GRADE AROUND JUNCTION CAN AS NECESSARY TO PREVENT SILT/DIRT INFILTRATION ONTO JUNCTION CAN. NO SEPARATE PAYMENT SHALL BE MADE.
7. EACH JUNCTION CAN HAS 4-2" GROMMETED HUBS. HUBS SHALL BE PLACED IN TWO LAYERS AND THE HUBS IN ONE LAYER SHALL BE 90° FROM THE HUBS IN THE OTHER LAYER. EACH PAIR OF HUBS SHALL BE 180° APART. MODIFICATION MAY BE REQUIRED TO ADD SPARE CONDUIT ENTRY HUB. SEAL UNUSED OPENINGS AS REQUIRED.
8. JUNCTION CANS SHALL BE INSTALLED SUCH THAT THE TOP FLANGE IS FLUSH (+0, -1/8") WITH THE TOP OF CONCRETE



902 TYP — *PRE-CAST L-867 FIXTURE BASE/JUNCTION CAN*
NTS

NOTES:

1. CONTRACTOR MAY FURNISH PRE-CAST CONCRETE JUNCTION CANS AND FIXTURE BASES FOR INSTALLATION IN UNPAVED SHOULDERS AND INFIELDS OR RETROFIT IN EXISTING PAVED SHOULDERS. REFER TO CIVIL PLANS FOR FINISHED GRADE AND MATERIALS.
2. ONE-PIECE SONOTUBES OF CORRECT DIAMETER FOR 6" MIN. CONCRETE SURROUND MY BE UTILIZED FOR ONE-TIME USE ONLY. ROUND COLUMN FORMS SPECIFICALLY DESIGNED FOR MULTIPLE USE MAY BE USED.
3. CONTRACTOR SHALL SUBMIT ON SPECIFIC PRE-CAST MEANS AND METHODS FOR ENGINEER REVIEW AND APPROVAL.
4. REFER TO ELEVATED TAXIWAY AND/OR RUNWAY GUARD LIGHT FIXTURE AND COUNTERPOISE INSTALLATION DETAILS.

GENERAL NOTES:

1. LEAVE APPROXIMATELY SIX (6) FEET OF EACH CABLE COILED IN JUNCTION CAN SO THAT EACH CABLE MAY BE RAISED A MINIMUM OF TWO (2) FEET ABOVE TOP OF CAN.
2. CONTRACTOR SHALL PROVIDE CABLE CIRCUIT IDENTIFICATION (ID) MARKERS ATTACHED TO EACH CABLE ENTERING AND LEAVING JUNCTION CANS. IF NO L-823 CONNECTOR IS PRESENT, INSTALL ONE (1) ID MARKER.
3. TRANSITION FROM MULTI-WAY CONDUIT TRENCH TO JUNCTION CAN REQUIRES DISTRIBUTION OF 2" SCH 40 PVC TO EACH JUNCTION CAN. CONTRACTOR SHALL LIMIT CONDUIT BENDS TO 45 DEG. MAXIMUM.
4. CONTRACTOR SHALL INSTALL L-823 CONNECTORS IN A CONSISTENT MANNER FROM JUNCTION CAN TO THE NEXT. EACH SEGMENT OF #8 L-824C, 5KV CABLE IN THE AIRFIELD SHALL HAVE A MALE L-823 CONNECTOR ON ONE END AND A FEMALE CONNECTOR ON THE OTHER.

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16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical) CERTIFICATE NO 36696 CATHERINE ALCORN Date Signed: 21 MAR 25 ARIZONA, U.S.A.

	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

JUNCTION CAN DETAILS

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25	E5.3	36 OF 43
SCALE: NONE				

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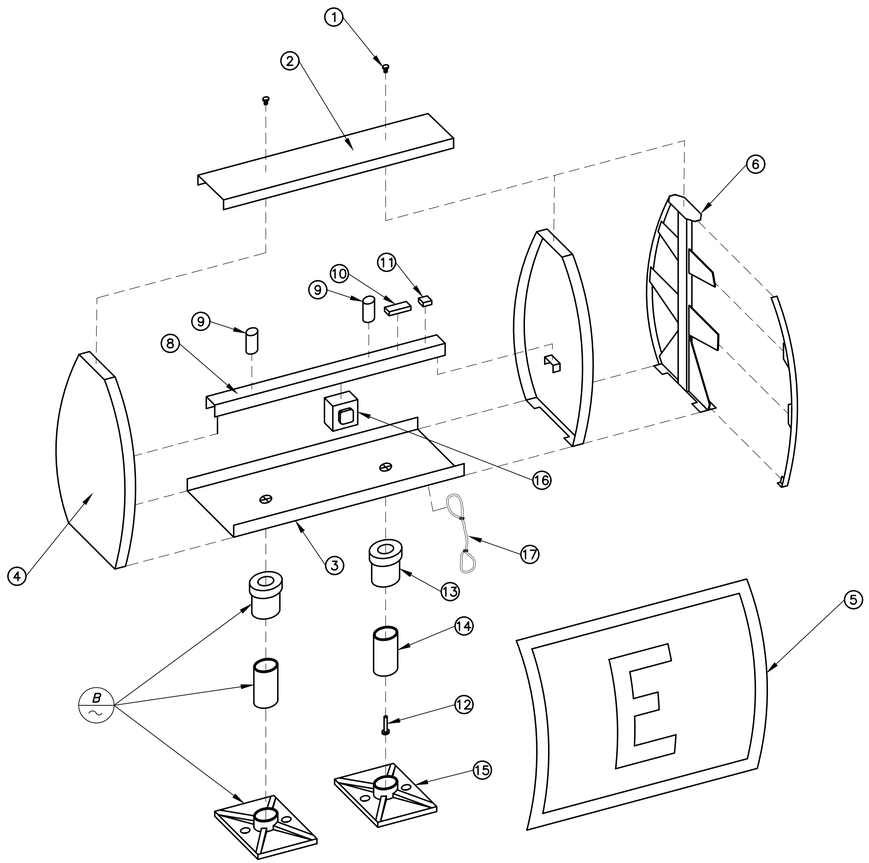
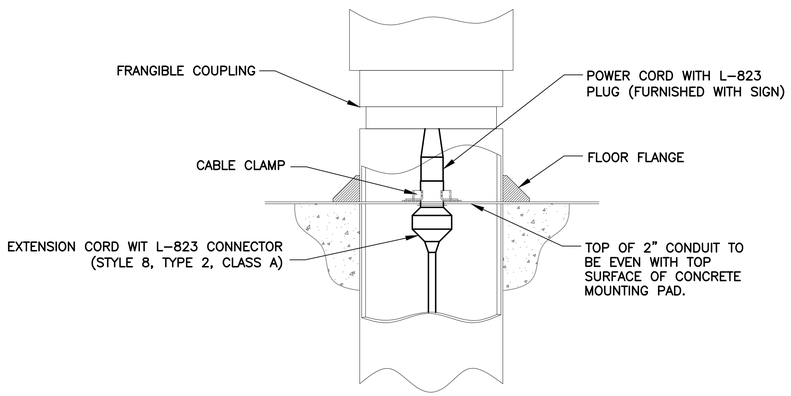


1. TURN FASTENERS
2. TOP COVER
3. BASE
4. END PANEL
5. LEGEND PANEL
6. MULTI–MODULE INSERT
7. FACE INSERT PANEL
8. LAMP SOCKET CHANNEL
9. LAMP SOCKET
10. TERMINAL BLOCK
11. CABLE CLAMP
12. FAA L–823 PLUG
13. SLIP FILTER
14. FRANGIBLE COUPLING (6" LENGTH)
15. FLOOR FLANGE
16. BRIGHTNESS CONTROL TRANSFORMER
17. TETHER

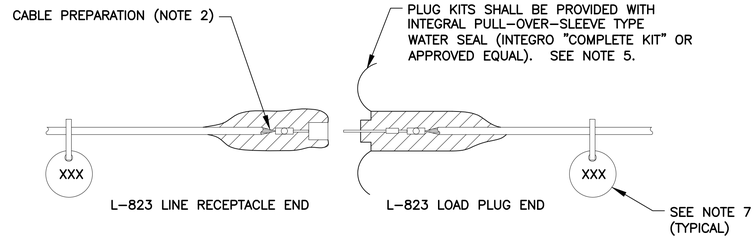
NOTES:

1. FOR SIZE 1 SIGN, WHEN JOINING TWO SIGNS FOR ONE ARRAY, PROVIDE NEW SCLT–6 SIZE 1 MULTIMODE INSERT (TREE) AND S7–A SIZE 1 FACE INSERT CHANNEL (TRACK) OF THE CORRECT COLOR ADDED. DO NOT PROVIDE END PLATES IN THE MIDDLE OF THE ARRAY.
2. PROVIDE EXTERNAL DISCONNECT SWITCH IN WEATHERPROOF ENCLOSURE, FROM MANUFACTURER.
3. THE AIRPORT PREFERS STANDARD, LUMACURVE SIGNS OVER CABINET STYLE SIGNS.

A ~ *L–858(L) LED AIRFIELD GUIDANCE SIGN*



B ~ *POWER/SUPPORT LEG*



L–823 LINE RECEPTACLE END

L–823 LOAD PLUG END

FOR SPLICES INSIDE CANS AND HANDHOLES

NOTES

1. PROVIDE MALE AND FEMALE L–823 CONNECTORS AS REQUIRED ON EACH CONDUCTOR IN EACH BASE, HANDHOLE, OR MANHOLE TO ALLOW ISOLATION OF HOMERUN CIRCUIT, NO STRAIGHT–THROUGH ALLOWED.
2. ALL CABLE ENDS SHALL BE PREPARED WITH THE USE OF A TAPERING TOOL SPECIFICALLY DESIGNED FOR USE WITH L–824 CABLES.
3. PLUG AND RECEPTACLE END FITTINGS SHALL BE CRIMPED ONTO THE CONDUCTOR BY USE OF AN AIRPORT PERSONNEL ACCEPTED RATCHETING TYPE CRIMPING TOOL.
4. AT THE POINT OF CONNECTION WITH THE EXISTING FIELD CIRCUITS, INSTALL NEW L–823 PLUGS ON BOTH THE NEW AND EXISTING CABLES. VERIFY INSULATION TYPES OF BOTH NEW AND EXISTING CABLES AND COORDINATE WITH TERMINATION KITS TO ASSURE PROPER AND WATERPROOF FIT.
5. INSTALL SCOTCH 33+ VINYL ELECTRICAL TAPE ON CONNECTION AFTER PULLING SLEEVE OVER COMPLETE KIT.
6. THERE SHALL BE NO SPLICES BETWEEN LIGHTS, ONLY IN BASES OR HANDHOLES.
7. PROVIDE AND INSTALL NON–CONDUCTIVE CIRCUIT IDENTIFICATION TAGS ATTACHED TO EACH SIDE OF ALL CONNECTOR KITS.
8. ON THE CABLES FOR THE RUNWAY CIRCUIT, TAPE FROM THE BACK END OF THE CONNECTOR KIT ONTO CABLE FOR 3" EACH, RED OR WHITE CIRCUIT TAPE FOR FASTER IDENTIFICATION AND MATCH EXISTING MANHOLE LAYOUTS.
9. ON THE CABLES FOR THE TAXIWAY AND SIGNAGE CIRCUITS, TAPE FROM THE BACK END OF THE CONNECTOR KIT ONTO CABLE FOR 3" EACH, BLUE THEN WHITE CIRCUIT TAPE FOR SIGNS, BLUE ONLY CIRCUIT TAPE FOR TAXIWAY EDGE LIGHTS, FOR FASTER IDENTIFICATION AND MATCH EXISTING MANHOLE LAYOUTS.

925 TYP *TYPICAL 5KV CABLE SPLICE*
NTS

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CR engineers
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Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical) CERTIFICATE NO 36696 CATHERINE ALCORN Date Signed: 21 MAR 25 ARIZONA, U.S.A.

	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

TYPICAL 5KV CABLE SPLICE DETAIL

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: NONE			E5.4	37 OF 43

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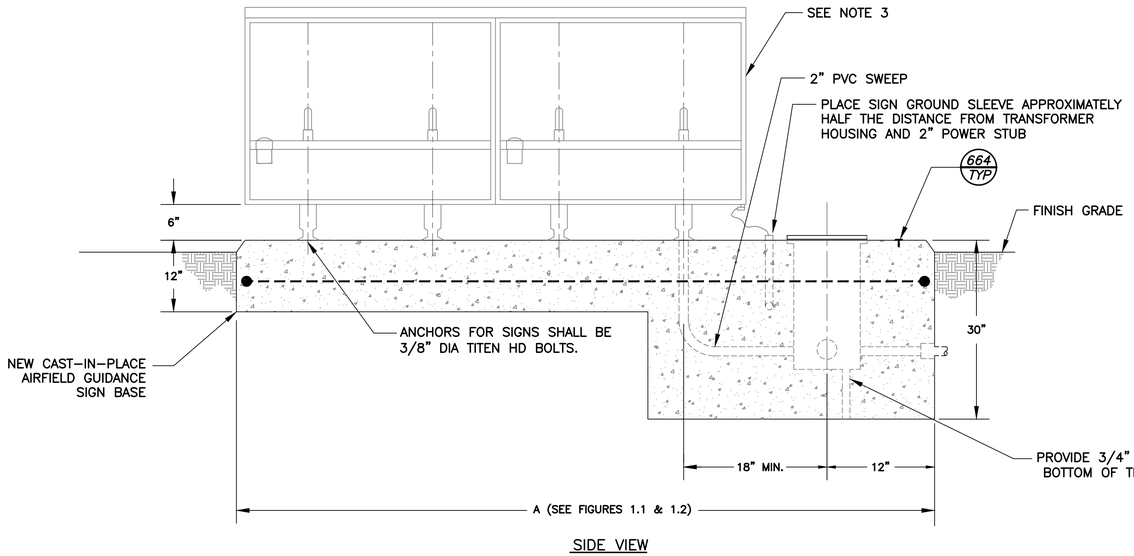
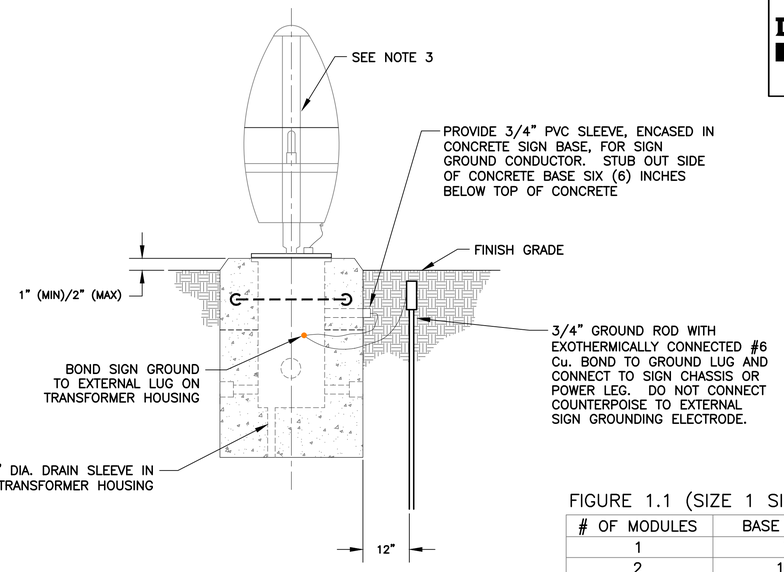


SIDE VIEW

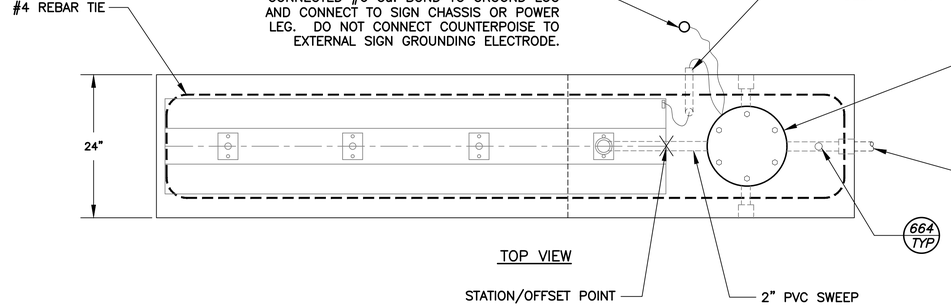


FRONT VIEW (CAN SIDE)

FIGURE 1.1 (SIZE 1 SIGNS):

# OF MODULES	BASE LENGTH (A)
1	72"
2	102"
3	132"
4	162"

*ALL LENGTHS SHOWN ARE MINIMUM



TOP VIEW

FIGURE 1.2 (SIZE 2 SIGNS):

# OF MODULES	BASE LENGTH (A)
1	78"
2	114"
3	150"
4	186"

*ALL LENGTHS SHOWN ARE MINIMUM

919 TYP NEW CAST-IN-PLACE GUIDANCE SIGN BASE DETAIL
NTS

NOTES

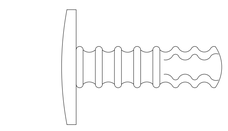
1. NEW CAST-IN-PLACE AIRFIELD GUIDANCE SIGN BASE DETAIL SHOWN WITH A TWO MODULE SIGN FOR ILLUSTRATIVE PURPOSES ONLY. SEE FIGURES 1.1 AND 1,2 FOR ACTUAL LENGTH OF BASE NEEDED FOR MULTIPLE MODULE SIGNS.
2. TRANSFORMER HOUSING SHALL BE ORIENTED AT TAXIWAY/RUNWAY END OF SIGN BASE.
3. SIGNS SHALL BE EQUIPPED WITH DISCONNECTING SWITCH AND WEATHERPROOF COVER ON INBOARD OF SIGN.

SIGN HEIGHTS AND LOCATION DISTANCES FOR TAXIWAY GUIDANCE SIGNS (PROVIDED FOR REFERENCE ONLY)

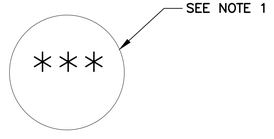
SIGN SIZE	LEGEND HEIGHT	LEGEND PANEL HEIGHT	INSTALLED* (MAX.)	PERPENDICULAR DISTANCE FROM DEFINED PAVMENT EDGE TO NEAR SIDE OF SIGN
1	12"	18"	30"	10' – 20'
2	15"	24"	36"	20' – 35'
3	18"	30"	42"	35' – 60'

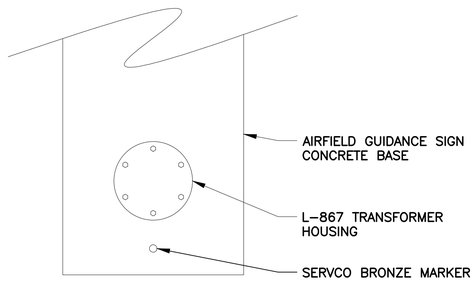
*THE HEIGHT REFERRED TO IN THIS COLUMN IS THE DISTANCE FROM TOP OF THE SIGN TO GRADE MEASURED AT THE SIDE OF THE SIGN THAT IS NEAREST TO THE APPLICABLE RUNWAY, TAXIWAY, OR APRON. IN ACCORDANCE WITH PARAGRAPH 1.14, THIS HEIGHT SHOULD BE REDUCED, IF NECESSARY, TO PROVIDE THE REQUIRED 12-INCH CLEARANCE BETWEEN THE TOP OF THE SIGN AND THE CRITICAL AIRCRAFT (AS NOTED IN PARAGRAPH 1.14.3.

(SEE FAA ADVISORY CIRCULAR 150/5340-18 FOR FURTHER INFORMATION AND CLARIFICATION)



SERVCO BRONZE MARKER





TYPICAL GUIDANCE SIGN BASE MARKER LOCATION

664 TYP CIRCUIT IDENTIFICATION MARKER
NTS

NOTE:

1. STAMP CIRCUIT IDENTIFICATION INTO BASE MARKER WITH 1/2" CHARACTERS.
2. PROVIDE CIRCUIT ID MARKERS AT NEW SIGN BASES AND JUNCTION CANS.

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REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

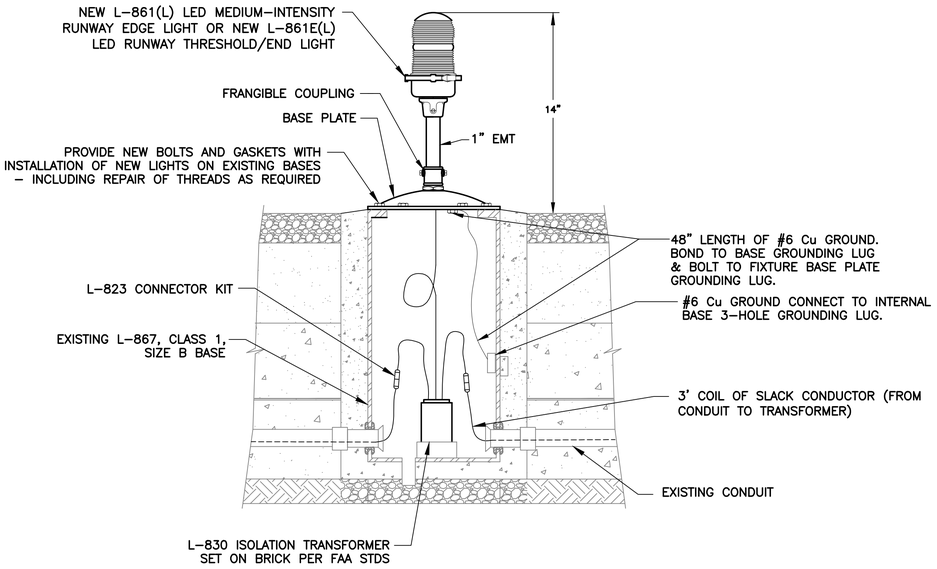
PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

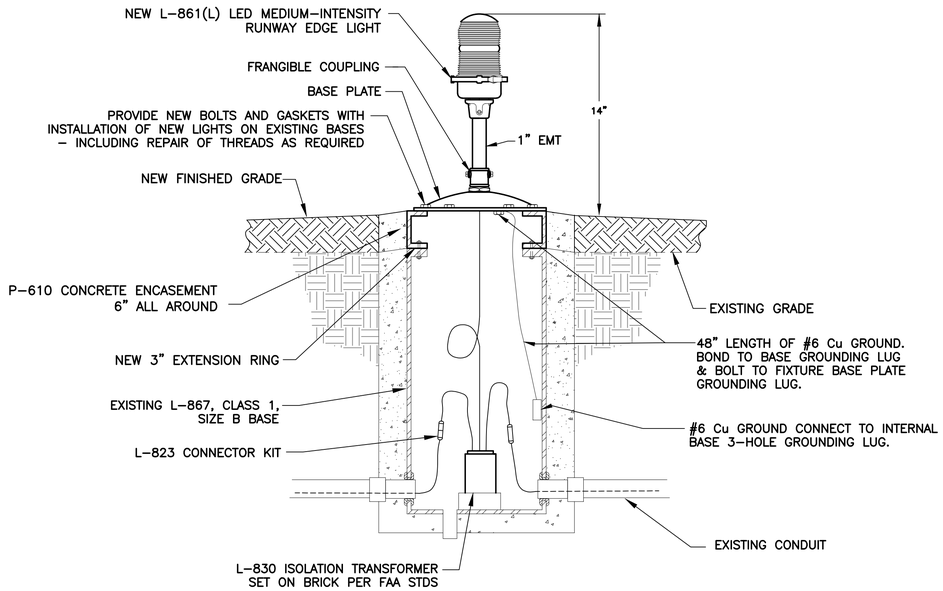
NEW CAST-IN-PLACE AIRFIELD GUIDANCE SIGN BASE DETAIL

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: NONE			E5.5	38 OF 43

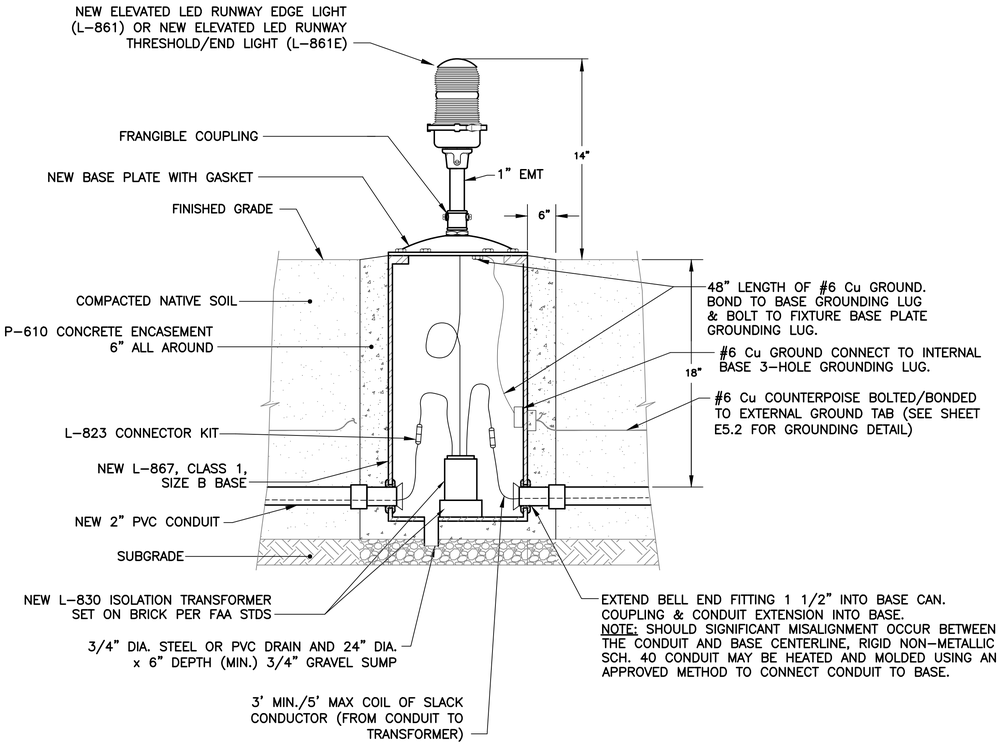
Q:\PROJECTS\24000\24005 PRC RWY 12-30 ELECTRICAL IMPROVEMENTS\CAD\CAD SHEETS\24005 E5.1 ELECTRICAL DETAILS.DWG Mar. 18, 2025 3:17 PM



900 TYP *NEW ELEVATED EDGE LIGHT ON EXISTING BASE CAN DETAIL*
NTS



905 TYP *EXISTING EDGE LIGHT BASE CAN ELEVATION ADJUSTMENT DETAIL*
NTS



901 TYP *ELEVATED EDGE LIGHT DETAIL*
NTS

AS BUILT DATE

DIBBLE

CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical) CERTIFICATE NO 36696 CATHERINE ALCORN Date Signed: 21 MAR 25 ARIZONA, U.S.A.

	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

ELEVATED EDGE LIGHTING DETAILS

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DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: NONE			E5.6	39 OF 43

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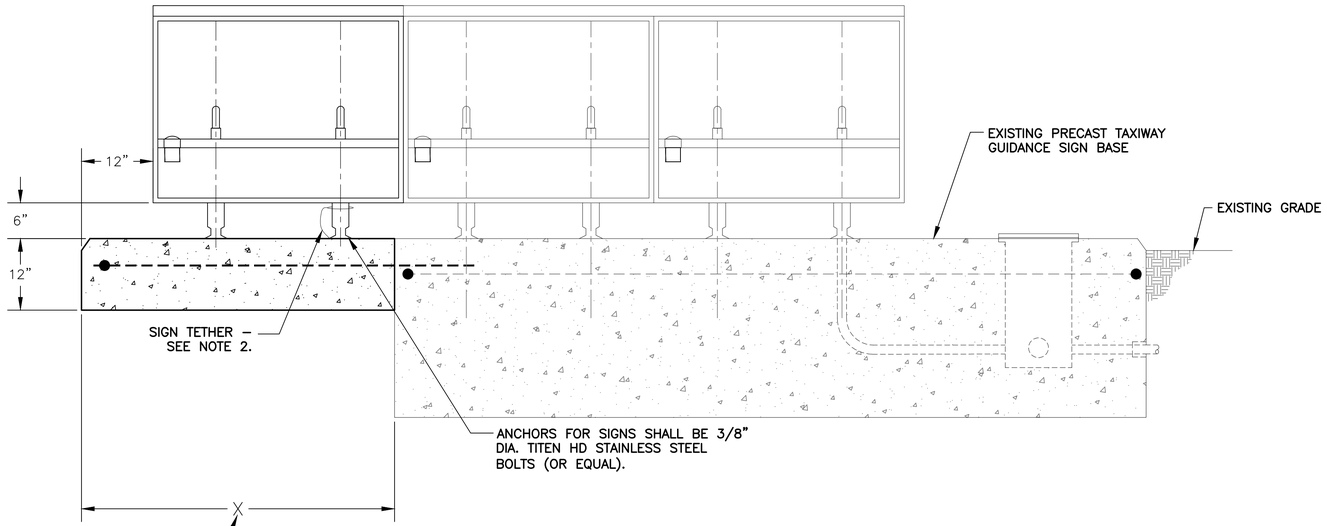
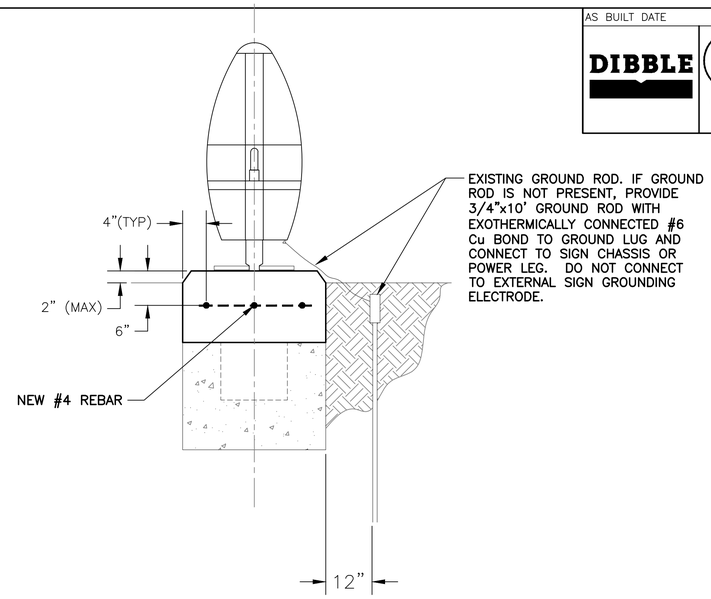
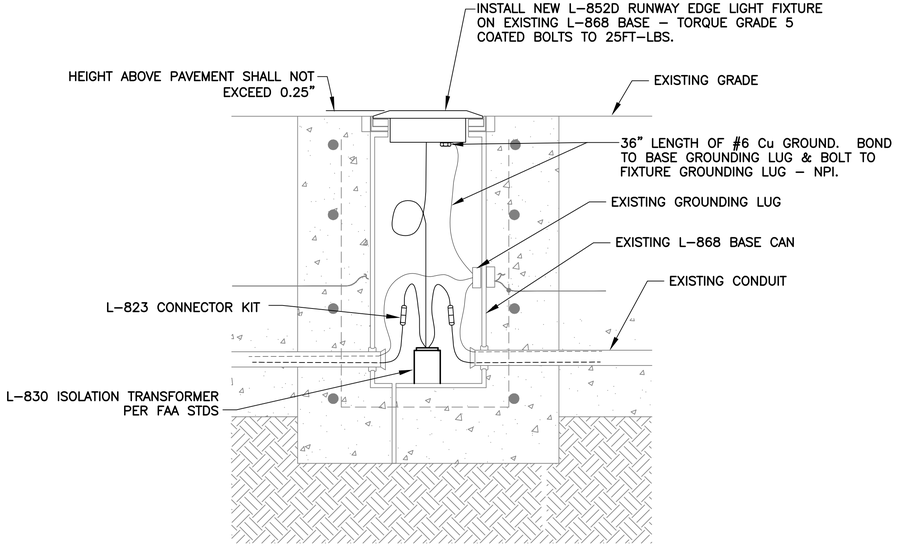


920 TYP *EXISTING AIRFIELD GUIDANCE SIGN BASE WITH EXTENSION DETAIL*

NTS



REAR VIEW (EXTENSION SIDE)



893 TYP *NEW IN–PAVEMENT LIGHT FIXTURE INSTALLATION DETAIL*

NTS

NOTES

1. PROVIDE AND INSTALL NEW GROUND ROD WITH #6 GROUND AT EXISTING SIGN BASES LACKING AN EXISTING SIGN SAFETY GROUND.
2. SIGN TETHER HARD ANCHOR POINTS MUST BE PROVIDED ON ONE SIGN MOUNTING LEG ABOVE THE FRANGIBLE BREAKING POINT. TETHER ANCHOR HARD POINTS MUST BE PROVIDED SO THAT ONE END OF THE TETHER ATTACHES TO THE SIGN STRUCTURE, AND THE OTHER END ATTACHES BELOW THE FRANGIBLE POINT ON THE COUPLING TO EITHER ONE OF THE LEG MOUNTING BOLTS OR AN INDEPENDENT BOLT IN THE SIGN CONCRETE MOUNTING PAD.

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	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

IN–PAVEMENT EDGE LIGHTING & SIGN BASE EXTENSION DETAILS

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: NONE			E5.7	40 OF 43

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Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE
ALCORN
Date Signed: 21 MAR 25
ARIZONA, U.S.A.

BASE CAN DATA TABLE

BC–#	NORTHING	EASTING	SIZE
BC–1	1326074.30	549244.57	L–867B
BC–2	1326097.84	549269.72	L–867B

RUNWAY END LIGHT DATA TABLE

REL–#	NORTHING	EASTING
REL–1	1329302.62	546216.27
REL–2	1329326.81	546241.09

RUNWAY EDGE LIGHTING DATA TABLE

RW–#	NORTHING	EASTING
RW–1	1328065.91	547334.73
RW–2	1326588.08	548719.61

AIRFIELD GUIDANCE SIGNS DATA TABLES
(SEE NOTE 2)

NUMBER	NORTHING	EASTING
67	1329273.24	546363.49
68	1329347.81	546365.83
207 (NEW SIGN)	1327928.99	547442.81
120	1327037.48	548441.15
121	1327075.60	548533.52
119	1327003.56	548584.78
118	1326929.83	548541.84
208 (NEW SIGN)	1326231.52	549312.48
105	132797.26	547406.41

EQUIPMENT LOCATION STANDARDS TABLE

EQUIPMENT TYPE	LOCATION STANDARD	NOTES
SIZE 1 AIRFIELD GUIDANCE SIGNS	10' – 20' (SEE NOTE 2)	MEASURE TO SIGN EDGE CLOSEST TO TAXIWAY EDGE/OUTER TAXIWAY EDGE MARKING (SEE FAA AC 1505340–18)
SIZE 2 AIRFIELD GUIDANCE SIGNS	20' – 35' (SEE NOTE 2)	MEASURE TO SIGN EDGE CLOSEST TO TAXIWAY EDGE/OUTER TAXIWAY EDGE MARKING (SEE FAA AC 1505340–18)
RUNWAY EDGE LIGHT	2'–10' (SEE NOTE 3)	MEASURE TO CENTER OF LIGHT FIXTURE – STATION/OFFSET GIVEN IS CENTER OF LIGHT FIXTURE (SEE FAA AC 150/5340–30)
BASE CAN		NORTHING/EASTING GIVEN IS CENTER OF BASE CAN COVER

GENERAL NOTES

1. EQUIPMENT NUMBERS SHOWN ARE FOR CONSTRUCTION REFERENCE. COORDINATE WITH AIRPORT MAINTENANCE FOR LABELING OF ALL EQUIPMENT.
2. CONTRACTOR TO ENSURE AIRFIELD GUIDANCE SIGN LOCATIONS FALL WITHIN FAA SPECIFICATIONS. CONTRACTOR SHALL CONFIRM ANY DIFFERENCES OF MEASUREMENTS/DISCREPANCIES, WHEN SURVEY OF AIRFIELD GUIDANCE SIGN AND BASE IS BEING PERFORMED, WITH ENGINEER BEFORE SIGN BASE IS INSTALLED.
3. CONTRACTOR TO ENSURE NEW RUNWAY EDGE LIGHT LOCATIONS DO NOT EXCEED 10 FEET FROM EDGE OF FULL STRENGTH PAVEMENT/OUTER EDGE OF RUNWAY EDGE MARKING AND ARE IN LINE WITH EXISTING RUNWAY EDGE LIGHTING– PERFORM FIELD ADJUSTMENTS AS NECESSARY. CONTRACTOR SHALL CONFIRM ANY DIFFERENCES OF MEASUREMENTS/DISCREPANCIES, WHEN SURVEY OF LIGHT LOCATIONS IS BEING PERFORMED, WITH ENGINEER BEFORE LIGHT BASE IS INSTALLED.
4. CONTRACTOR TO ENSURE RUNWAY THRESHOLD/END LIGHTS ARE INSTALLED FOLLOWING TYPICAL FAA LAYOUT STANDARDS (SEE AC 1501/5340–30). CONTRACTOR SHALL CONFIRM ANY DIFFERENCES OF MEASUREMENTS/DISCREPANCIES, WHEN SURVEY OF LIGHT LOCATIONS IS BEING PERFORMED, WITH ENGINEER BEFORE LIGHT BASE IS INSTALLED

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	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

EQUIPMENT DATA TABLES

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: NONE			E6.1	41 OF 43

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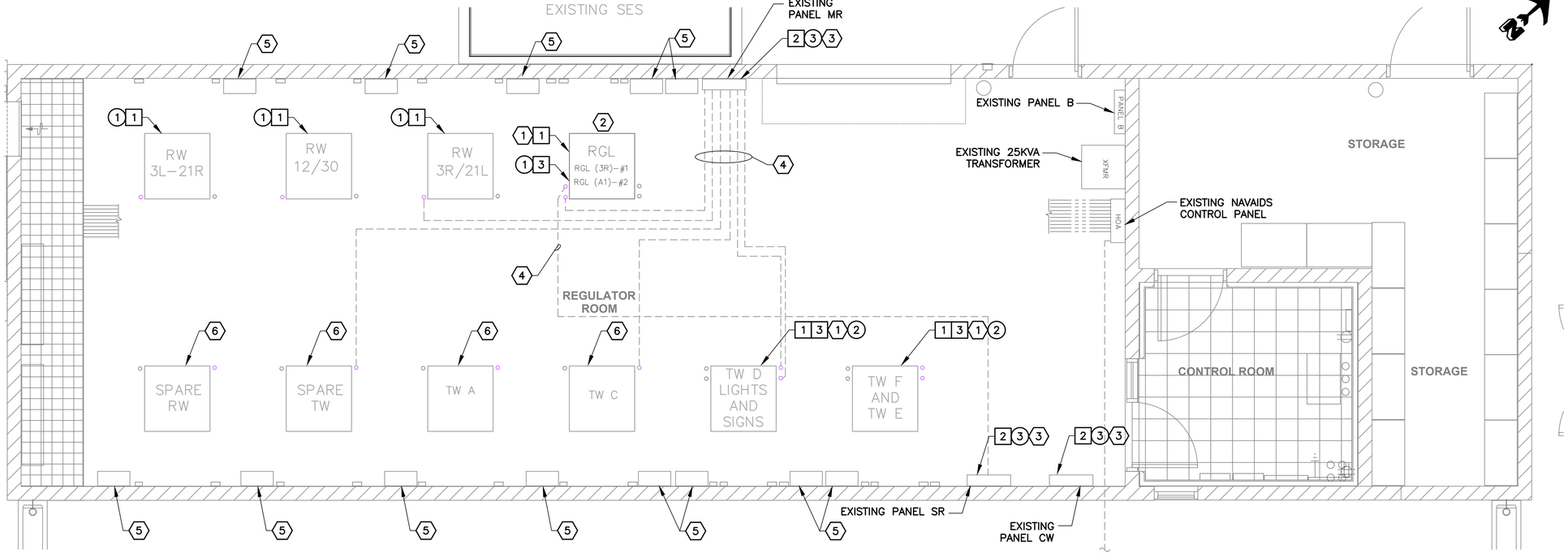
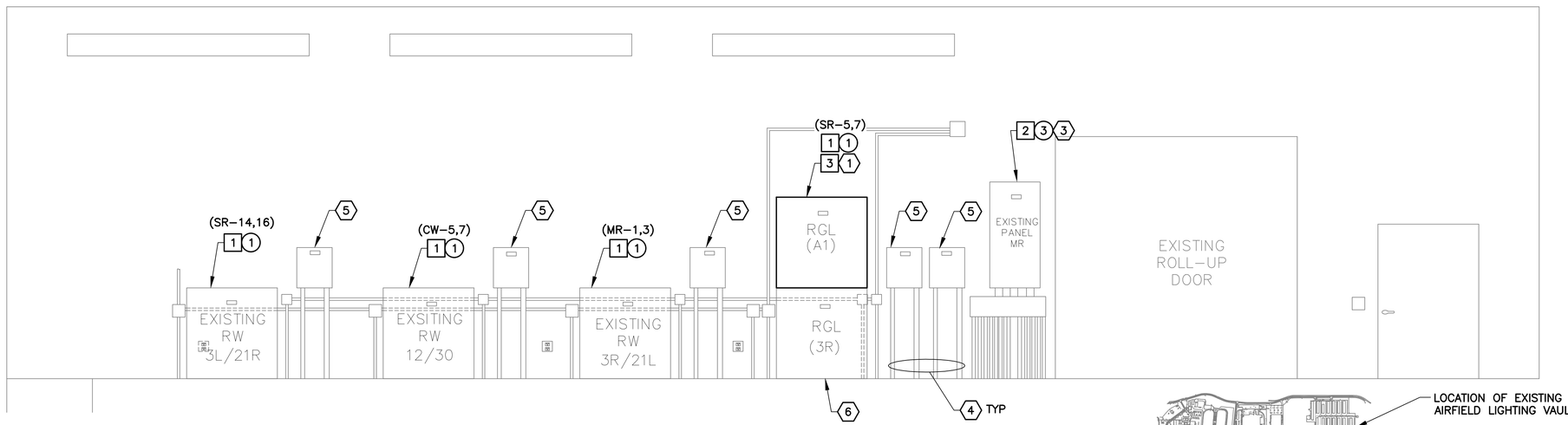


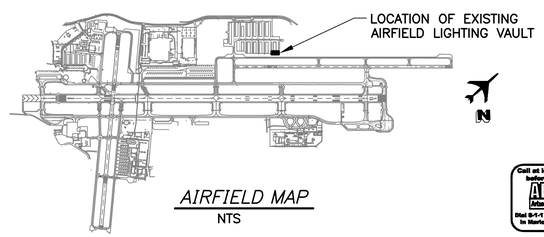
A EXISTING AIRFIELD LIGHTING VAULT – ELECTRICAL EQUIPMENT MODIFICATION PLAN

SCALE: 3/8" = 1'-0"



B EXISTING AIRFIELD LIGHTING VAULT EQUIPMENT ELEVATION
REGULATOR ROOM – WEST WALL

NTS



AIRFIELD MAP

NTS

AS BUILT DATE

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Registered Professional Engineer (Electrical)
CERTIFICATE NO
36696
CATHERINE ALCORN
Date Signed 21 MAR 25
ARIZONA, U.S.A.

REMOVAL NOTE

1. DISCONNECT POWER AND COMMUNICATIONS/CONTROL CABLES – REMOVE EXISTING CCR. SALVAGE FOR REINSTALLATION OR RETURN TO AIRPORT. (6 TOTAL)
2. DISCONNECT AND REMOVE EXISTING CCR CIRCUIT BREAKER IN EXISTING PANELBOARD. (6 TOTAL)
3. DISCONNECT AND REMOVE UPPER CCR FOR REPLACEMENT WITH NEW OR EXISTING RELOCATED CCR. REUSE EXISTING STACKING KIT. (3 TOTAL)

CONSTRUCTION NOTE

1. INSTALL AND RECONNECT NEW CCR. (4 TOTAL)
2. INSTALL AND RECONNECT EXISTING CCR IN NEW LOCATION. (2 TOTAL)
3. INSTALL NEW CIRCUIT BREAKER IN EXISTING PANELBOARD. COORDINATE OUTAGE WITH AIRPORT PRIOR. REFER TO PANEL SCHEDULES (SHEET E4.2). (6 TOTAL)

REFERENCE NOTE

1. UPPER CCR WILL REQUIRE DISCONNECTION, REMOVAL, AND REINSTALLATION OF AN EXISTING RELOCATED CCR. LOWER CCR TO REMAIN. EXISTING STACKING KIT MAY REQUIRE REINSTALLATION IF ATTACHED TO UPPER CCR.
2. COORDINATE NOTAM WITH AIRPORT FOR RGL OUTAGE TO REPLACE CCR.
3. COORDINATE WITH AIRPORT FOR OUTAGE OF EXISTING PANELS TO REPLACE CIRCUIT BREAKER AND TERMINATE CABLES.
4. EXISTING CONDUITS, INPUT AND OUTPUT CABLES TO REMAIN – PROTECT IN PLACE
5. EXISTING S1 CUTOUTS TO REMAIN – PROTECT IN PLACE.
6. EXISTING CCR TO REMAIN – PROTECT IN PLACE.

△	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024–066–15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

EXISTING AIRFIELD LIGHTING VAULT ELECTRICAL EQUIPMENT MODIFICATION PLAN

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: AS SHOWN			E7.1	42 OF 43

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PANEL: MR		VOLTAGE: 277/480V		MAIN CB: 200A		BUS AMPS: 200A		
CB TYPE: BOLT-ON		MOUNTING: SURFACE		BRACING: 25KAIC		BKR AIC: 25KAIC		
CIRCUIT DESCRIPTION	BKR	CIRCUIT	PHASE A	PHASE B	PHASE C	CIRCUIT	BKR	CIRCUIT DESCRIPTION
RW 3R/21L 10KW CCR	**40**	1	13920					
	/		2880			2	20	RGL 3L/21L 4KW CCR
	2	3		13920			/	
				2880		4	2	
TWD LIGHTS 15KW CCR	60	5			10320			
	/				6960	6	**30**	**TWD SIGNS 7.5KW CCR**
	2	7	10320				/	**(TDS)**
			6960			8	**2**	
TWC 7.5KW CCR	**30**	9		17280				
	/					10	90	SPARE TW 25KW CCR
	2	11			17280		/	
						12	2	
PAPI 3R	20	13	1350					
	/		1350			14	20	PAPI 21L
	2	15		1350			/	
				1350		16	2	
REIL 3R	20	17			300			
	/				300	18	20	REIL 21L
	2	19	300				/	
			300			20	2	
SPARE	20	21		100				
	/					22	20	SPARE
	2	23			100		/	
						24	2	
SPARE	20	25						
	/					26	20	SPARE
	2	27					/	
						28	2	
SPACE		29						
						30		SPACE
SPACE		31						
						32		SPACE
SPACE		33						
						34		SPACE
SPACE		35						
						36		SPACE
SPACE		37						
						38		SPACE
SPACE		39						
						40		SPACE
SPACE		41						
						42		SPACE
CONNECTED KVA PER PHASE			37.4	36.9	35.3	NOTES:		
						EATON TYPE FD CIRCUIT BREKERS		
CONNECTED AMPS PER PHASE			134.9	133.1	127.3			
25% OF CONTINUOUS & LIGHTING LOAD (KVA)			9.3	9.2	8.8			
LARGEST MOTOR (25%)			0.0	0.0	0.0			
CODE KVA PER PHASE			46.7	46.1	44.1			
CODE AMPS PER PHASE AT 277V			168.7	166.4	159.1			

A PANEL MR SCHEDULE

PANEL: CW		VOLTAGE: 277/480V		MAIN CB: 200A		BUS AMPS: 200A		
CB TYPE: BOLT-ON		MOUNTING: SURFACE		BRACING: 25KAIC		BKR AIC: 25KAIC		
CIRCUIT DESCRIPTION	BKR	CIRCUIT	PHASE A	PHASE B	PHASE C	CIRCUIT	BKR	CIRCUIT DESCRIPTION
TW F 10KW CCR	40	1	6960					
	/		2880			2	20	**TWE 4KW CCR**
	2	3		6960			/	
				2880		4	**2**	
RW 12/30 7.5KW CCR	**30**	5			10320			
	/				825	6	20	PAPI 12
	2	7	10320				/	
			825			8	2	
PAPI 30	20	9		825				
	/			300		10	20	REIL 12
	2	11			825		/	
					300	12	2	
REIL 30	20	13	300					
	/		100			14	20	WINDCONE
	2	15		300			/	
				100		16	2	
AIR CONDITIONER	30	17			4627			
					1464	18	20	SPARE
	/	19	4627				/	
			1464			20	2	
	3	21		4627				
				1464		22	20	SPARE
SPARE	20	23			600		/	
	/				1464	24	2	
	2	25	600					
			432			26	20	SPARE
SPARE	20	27					/	
	/			432		28	**2**	
	2	29						
						30	20	SPARE
SPARE	20	31					/	
	/					32	2	
	2	33						
						34	20	SPARE
SPACE		35					/	
						36	2	
SPACE		37						
						38		SPACE
SPACE		39						
						40		SPACE
SPACE		41						
						42		SPACE
CONNECTED KVA PER PHASE			28.5	17.9	20.4	NOTES:		
						EATON TYPE FD CIRCUIT BREKERS		
CONNECTED AMPS PER PHASE			102.9	64.6	73.7			
25% OF CONTINUOUS & LIGHTING LOAD (KVA)			5.3	2.8	3.1			
LARGEST MOTOR (25%)			1.2	1.2	1.2			
CODE KVA PER PHASE			35.0	21.9	24.7			
CODE AMPS PER PHASE AT 277V			126.4	79.2	89.1			

B PANEL CW SCHEDULE

PANEL: SR		VOLTAGE: 277/480V		MAIN CB: 100A		BUS AMPS: 100A		
CB TYPE: BOLT-ON		MOUNTING: SURFACE		BRACING: 25KAIC		BKR AIC: 25KAIC		
CIRCUIT DESCRIPTION	BKR	CIRCUIT	PHASE A	PHASE B	PHASE C	CIRCUIT	BKR	CIRCUIT DESCRIPTION
TWA 15KW CCR	60	1	10320					
	/					2	20	SPARE
	2	3		10320			/	
						4	2	
RGL A1 2.5KW CCR	20	5			2880			
	/					6	80	SPARE RW 20KW CCR
	2	7	2880				/	
						8	2	
PAPI 3L	20	9		825				
	/			825		10	20	PAPI 21R
	2	11			825		/	
					825	12	2	
SPARE	20	13						
	/		10320			14	**40**	**RW 3L/21R 10KW CCR**
	2	15					/	
				10320		16	**2**	
SPARE	20	17						
	/					18	20	SPARE
	2	19					/	
						20	2	
SPACE		21						
						22		SPACE
SPACE		23						
						24		SPACE
SPACE		25						
						26		SPACE
SPACE		27						
						28		SPACE
SPACE		29						
						30		SPACE
CONNECTED KVA PER PHASE			23.5	22.3	4.5	NOTES:		
						EATON TYPE FD CIRCUIT BREKERS		
CONNECTED AMPS PER PHASE			84.9	80.5	16.4			
25% OF CONTINUOUS & LIGHTING LOAD (KVA)			3.3	3.0	1.1			
LARGEST MOTOR (25%)			0.0	0.0	0.0			
CODE KVA PER PHASE			26.8	25.3	5.7			
CODE AMPS PER PHASE AT 277V			96.8	91.3	20.4			

C PANEL SR SCHEDULE

PANEL: B		VOLTAGE: 120/240		MAIN CB: 100A		BUS AMPS: 100A		
CB TYPE: BOLT-ON		MOUNTING: SURFACE		BRACING: 10KAIC		BKR AIC: 10KAIC		
CIRCUIT DESCRIPTION	BKR	CIRCUIT	LINE 1	LINE 2	CIRCUIT	BKR	CIRCUIT DESCRIPTION	
Lighting Regulator Room	20/1	1	500					
					2	20/1	Generator Block Heater	
Lighting ALCMS Room	20/1	3		300				
					4	20/1	Generator Battery Charger	
Receptn. Regulator Room	20/1	5	900					
			395		6	20/1	Rotating Beacon	
Receptn. Office	20/1	7		720				
					8	20/1	Spare	
Receptn ATCMS	20/1	9	180					
			360		10	20/1	Roll up Door	
UPS Power	20/1	11		180				
				180	12	20/1	Receptacles	
Receptn Storage	20/1	13	900					
			180		14	20/1	Navaids Control Panel	
Receptn Storage/Control Rm	20/1	15		720				
					16	20/1	Radio #1 - RW 3R-21L	
Control Room Monitor (Dedicated)	20/1	17	180					
					18	20/1	Radio #2 - RW 12-30	
TMB	20/1	19		360				
				200	20	20/1	Photo cell	
Beacon Heater	20/1	21	400					
					22	20/1	SPARE	
Beacon Obstruction Light	20/1	23		69				
					24	20/1	SPARE	
SPARE	20/1	25						
					26	20/1	SPARE	
SPARE	20/1	27						
					28		SPACE	
SPACE		29						
					30		SPACE	
CONNECTED KVA PER PHASE			4.0	2.7	NOTES:			
CONNECTED AMPS PER PHASE			33.3	22.7				
25% OF CONTINUOUS & LIGHTING LOAD (KVA)			0.2	0.1				
LARGEST MOTOR (25%)			0.0	0.0				
CODE KVA PER PHASE			4.2	2.8				
CODE AMPS PER PHASE AT 120V			35.2	23.4				

D PANEL B SCHEDULE

PRC AIRPORT CCR INSTALLATION SCHEDULE

CIRCUIT	CCR	EXISTING SIZE / TYPE	LOCATION	CCR Load	SCOPE OF WORK
3R-21L	ADB	20 KW, 3-STEP	MAIN VAULT	6880VA / 6450 Watts	REMOVE EXISTING CCR AND INSTALL NEW 10KW, L-829 CCR WITH NEW CONTROL AND MONITORING UNIT. CONNECT TO EXISTING FEEDER AND ALCMS. INSTALL NEW CIRCUIT BREAKER IN PANELBOARD
RWY 12-30	ADB	15 KW, 3-STEP	MAIN VAULT	7210VA / 6710 Watts	REMOVE EXISTING CCR AND INSTALL NEW 7.5KW, L-829 CCR WITH NEW CONTROL AND MONITORING UNIT. CONNECT TO EXISTING FEEDER AND ALCMS. INSTALL NEW CIRCUIT BREAKER IN PANELBOARD
3L-21R	ADB	15 KW, 3-STEP	MAIN VAULT	3597VA / 2880 Watts	REMOVE EXISTING CCR AND INSTALL NEW 10KW, L-829 CCR WITH NEW CONTROL AND MONITORING UNIT AND CONNECT TO EXISTING FEEDER AND ALCMS. INSTALL NEW CIRCUIT BREAKER IN PANELBOARD
RGL 3L (A1/T)	ADB	4KW, 3-STEP	MAIN VAULT	316VA /330 Watts	REMOVE EXISTING CCR AND INSTALL NEW 2.5KW L-829 CCR WITH NEW CONTROL AND MONITORING UNIT. CONNECT TO EXISTING FEEDER AND ALCMS. INSTALL NEW CIRCUIT BREAKER IN PANELBOARD
TDS (Delta Signs)	ADB	10 KW, 3-STEP	MAIN VAULT	4075VA / 3910 Watts	REMOVE EXISTING CCR AND RE-INSTALL EXISTING 7.5KW CCR FROM TAXIWAY E. CONNECT TO EXISTING FEEDER AND ALCMS. INSTALL NEW CIRCUIT BREAKER IN PANELBOARD
TW ECHO	ADB	7.5 KW, 3-STEP	MAIN VAULT	3190VA / 2900 Watts	REMOVE EXISTING CCR AND RE-INSTALL EXISTING 4KW CCR FROM RGL-3L (A1/T). CONNECT TO EXISTING FEEDER AND ALCMS. INSTALL NEW CIRCUIT BREAKER IN PANELBOARD

E CCR INSTALLATION SCHEDULE

AS BUILT DATE

DIBBLE

CR engineers
16719 East Palisades Blvd., Suite 202
Fountain Hills, AZ 85268
Phone: (480) 816-5541
Fax: (480) 816-5540

Registered Professional Engineer (Electrical) CERTIFICATE NO 36696 CATHERINE ALCORN Date Signed: 21 MAR 25 ARIZONA, U.S.A.

Call at least two full working days before you begin excavation. ARIZONA 811 Arizona Blue Stake, Inc. Dial 8-1-1 or 1-800-STAKE-IT (782-5348) In Maricopa County: (602) 263-1100

	REVISION	BY	DATE

CITY OF PRESCOTT
PRESCOTT REGIONAL AIRPORT

PRC PROJECT NO 2024-066-15 | DIBBLE PROJECT NO 1023143.15

PRC RW 12-30 ELECTRICAL IMPROVEMENTS

EXISTING AIRFIELD LIGHTING VAULT PANEL SCHEDULES & CCR INSTALLATION SCHEDULE

DRN: JBW	DES: SW	CK: CA	DRAWING	SHEET
DATE: 03.21.25	DATE: 03.21.25	DATE: 03.21.25		
SCALE: NONE			E7.2	43 OF 43

Q:\PROJECTS\24000\24005 PRC RWY 12-30 ELECTRICAL IMPROVEMENTS\CAD\CAD SHEETS\24005 E7.2 VAULT PANEL SCHEDULES.DWG Mar. 18, 2025 3:20 PM

TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	Airport
ITEM #:	8.G
SUBJECT:	Approval of City Contract No. 2026-029 with ADM Group, Inc. for the Design of the Hangar Development Program Phase I at Prescott Regional Airport - Ernest A. Love Field in an Amount not to Exceed $269,950.00. Funding is Budgeted & Available in the Airport Fund.

ITEM SUMMARY

This item is to approve City Contract No. 2026-029, with ADM Group, Inc. for the design of the Hangar Development Program Phase 1 in an amount not to exceed of $269,950.00. The Airport will be utilizing an Airport Infrastructure Grant (AIG) for partial reimbursement of the project. The project location is shown on the attached vicinity map.

BACKGROUND

There is a great need for large aircraft storage space at Prescott Regional Airport - Ernest A. Love Field. There is currently a ten (10) year waiting list for large hangars. Phase 1 of the project will be to address the need for large executive-sized hangars. The new row of hangars will include 4 units that will be about 65' wide by 62' deep, they will be insulated, with epoxy floors and restrooms. The new project will be revenue-generating, as these will be part of the City-owned hangars on the North Ramp, in what is referred to as the Bottleneck Hangars. This row will be the "Q" row of hangars in that area. Because this project will be revenue-generating, staff has strategically planned the use AIG funding for a 95% match of funding from the FAA. AIG funds are the only funds that can be used by sponsors for both airport infrastructure but also for revenue-generating infrastructure. This portion of the project is for design services only, future construction bids to go out in Fiscal Year 2026.

The request for Statement of Qualifications (RSOQ) was publicly notified on January 26,2025 and February 2, 2025. On March 6, 2025 proposals were publicly opened:

Company	Location
NV5 Consultants, Inc.	Phoenix, AZ
ADM Group, Inc.	Tempe, AZ
Kimley- Horn	Prescott, AZ
Lamar Johnson Collaborative	Phoenix, AZ

The evaluation criteria is a qualification-based selection process as authorized by A.R.S. § 34-604. The process involves an evaluation and scoring of each firm’s qualifications and relevant experience, as indicated in the RSOQ. A Review Committee appointed by the city for this procurement individually evaluated the RSOQs according to the criteria and weight of scoring and responsiveness to the requirements and understanding of the City’s needs. After evaluations were conducted, ADM Group, Inc. was selected and the negotiated contract amount is $269,950. Award of this contract is recommended and the City's standard contract will be used for the project. The project schedule is outlined below:

Award of Contract	June 24, 2025

Design Kick-Off Meeting	July 14,2025
Expected Completion Date	December 31, 2025

FINANCIAL IMPACT

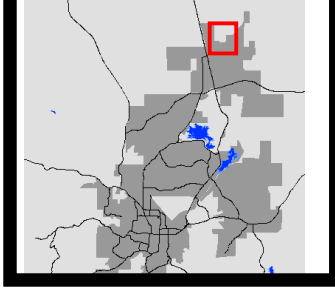
The 2.5% local match for this portion of the grant will total $6,748.75, ADOT will match 2.5% which totals $6,748.75 and the FAA will match 95% which will total $256,452.50 (Grant #3-04-0030-057-2025). Funding is available in the Airport Fund, which may be supported by the General Fund.

RECOMMENDED ACTION

MOVE to approve Contract No. 2026-029

ATTACHMENTS

1. PRC Hangar Developement_Program Phase 1
2. City Contract No. 2026-029_ADM Group



CITY OF PRESCOTT
ARIZONA
Everybody's Hometown

PRC Hangar Developement Program Phase 1

This map is a product of
The City of Prescott

0' 1" = 800'

john.kuebrich, 2025-06-10 14:00:14

This document is a graphic representation only of best available sources.
The City of Prescott assumes no responsibility for any errors.

CITY OF PRESCOTT
ARIZONA
PRESCOTT REGIONAL AIRPORT
Ernest A. Love Field

Request for Statement of Qualifications

For

An Architecture/Engineering Firm

For

The Hangar Development Program

MAYOR AND COUNCIL:
Phil Goode, Mayor
Connie Cantelme, Council Member
Lois Fruhwirth, Council Member
Ted Gambogi, Council Member
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member

CITY CLERK:

Sarah M. Siep

AIRPORT DIRECTOR:

Rick Crider

Request for Statement of Qualifications

An Architecture/Engineering Firm for The Hangar Development Program

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified Architecture/Engineering firms to provide design services for the Hangar Development Program Project. Only persons or firms capable of providing the requested professional service will receive consideration.

MANDATORY PRE-SUBMITTAL CONFERENCE: February 13, 2025, at 2:00p.m., City of Prescott Airport Administration Building, 6630 Airport Ave, Prescott, AZ 86301. Or, virtually via Microsoft Teams (Meeting ID: 257511428967 Passcode: 7jp2Eu3R)

PROPOSAL OPENING: Thursday, March 6, 2025, at 2:00p.m. **City Council Chambers 201 N. Montezuma Street, 3rd Floor, Prescott, Arizona 86301**.

In accordance with local and State law, sealed SOQs will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00p.m. on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00p.m. on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all submittals, and waive or decline to waive any irregularities deemed in the best interest of the City and to reject the submittals of any persons who have been delinquent or unfaithful in any contract with the City.

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at https://prescott-az.gov/budget-and-finance/purchasing/.

PUBLISH: January 26 and February 2, 2025

Request for Statement of Qualifications

An Architecture/Engineering Firm for The Hangar Development Program

TABLE OF CONTENTS

I. GENERAL INFORMATION 4

A. DESCRIPTION OF WORK 4

B. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS 5

C. REQUESTS FOR INFORMATION 6

D. MANDATORY PRE-SUBMITTAL CONFERENCE: 6

E. PROPOSED PROJECT SCHEDULE: 6

II. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA 7

A. GENERAL REQUIREMENTS 7

B. PROPRIETARY INFORMATION 7

C. SUBMITTAL REQUIREMENTS 8

D. DELIVERY OF SUBMITTALS 8

E. MINIMUM TEAM QUALIFICATIONS 9

III. EVALUATION CRITERIA 9

A. EXPERIENCE AND CAPABILITIES PERFORMING DESIGN SERVICES AT PUBLIC COMMERCIAL SERVICE AIRPORTS 9

B. OBSERVATION OF EXISTING CONDITIONS AND GRASP OF KEY PROJECT ELEMENTS 9

C. APPROACH TO PLANNING INCLUDING INNOVATING IDEAS 10

D. EXPERIENCE OF OTHER KEY PERSONNEL ASSIGNED TO PROJECT 10

E. DEMONSTRATE DISADVANTAGE BUSINESS ENTERPRISE (DBE) GOOD FAITH INITIATIVE 10

F. GENERAL INFORMATION 10

IV. EVALUATION AND SELECTION PROCESS 11

A. OVERVIEW 11

B. FINAL RANKING AND CONTRACT NEGOTIATION 11

C. TERM OF CONTRACT 12

D. TERMINATION OF CONTRACT 12
E. PROTEST POLICY 12
K. BUY AMERICAN PREFERENCE 13
L. CONTRACTOR IMMIGRATION WARRANTY 13
V. ATTACHMENTS 15
A. INSURANCE REQUIREMENTS 15
B. SAMPLE PROFESSIONAL SERVICES AGREEMENT 15
C. SUBCONTRACTOR SELECTION PLAN 15
D. SITE LOCATIONS 15
E. DBE REQUIREMENTS / FORMS 15
F. FEDERAL REQUIREMENTS 15
G. CONTRACT PROVISION GUIDELINES FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS 15

I. GENERAL INFORMATION

The City of Prescott (hereinafter "City") invites interested and qualified persons or firms (hereinafter "firms") to submit a written Statement of Qualifications (SOQ) for the architecture/engineering design services for the Hangar Development Program Construction Project.

The estimated construction cost for the project is between $5.6M and $6.0M, with the initial phase one (1) estimated between $1.15M and $1.35M and is anticipated to be funded by the Federal Aviation Administration (FAA) through a Bipartisan Infrastructure Law (BIL), Airport Infrastructure Grants (AIG). **No cost estimate for professional services or construction cost estimates should be given with the Statement of Qualification.**

The Phoenix Airports District Office (PHX ADO) has approved the City of Prescott (COP), Prescott Regional Airport – Ernest A. Love Field for concurrence of an Alternative Project Delivery Method (APDM) for the proposed Hangar Development Program. Pursuant to Federal Aviation Administration (FAA) Order 5100.38D (AIP Handbook), Table U-9 AIP Handbook Clarification of 49 CFR § 18.36(d)(3) (2 CFR § 200.320(d) procurement by competitive proposals) an airport sponsor shall "Obtain ADO Concurrence Prior to Award. Per 49 USC § 47142, the sponsor must not award AIP funded design build proposals prior to obtaining ADO concurrence. Per FAA policy, this also applies to construction manager-at-risk proposals…".

The initial phase of the proposed Hangar Development Program consists of constructing a four (4) unit hangar building approximately 14,880 square feet, an 8,600 square foot wash rack facility, and additional hangar development in later phases.

The project will include the following components:

- Hangar Building with restroom facilities
- AC pavement taxiway improvements
- Utilities and other supporting infrastructure construction
- Aircraft wash rack

A Disadvantaged Business Enterprise goal will be established prior to the start of construction.

This project will utilize federal funds and is subject to the requirements of 49 Code of Federal Regulations Part 26 and the U.S. Department of Transportation DBE Program.

One contract for the professional service may be awarded to a firm. The contract shall be awarded on the basis of demonstrated competence and qualifications pursuant to A.R.S. § 34-604. To be eligible for consideration, firms must submit a single SOQ demonstrating appropriate competence, qualifications, and relevant experience.

The City will apply a one-step process to select the successful firms under this procurement. The one-step process will involve review and evaluation of the SOQ to establish a final list of three (3), but no more than five (5) of the highest ranked firms.

A. DESCRIPTION OF WORK

The Architectural and Engineering team will design the project to 60% completion. At which then the CMAR team will start their initial review for constructability based upon

construction means and methods that may provide cost savings, efficiencies and time reductions. The Architect and Engineering team will review the comments and suggestions provided by the CMAR and coordinate them into the 90% plan review process. Then take the plan set to 100% final submission.

Design phase services provided by the Architect/Engineer may include, but are not limited to the following:

1. Initial Design and plan development of a 4-unit Hangar and Wash Rack and supporting infrastructure.
2. Plan submittals at 30%, 60%, 90% and final submittal.
3. Probable Cost of Construction at 30%, 60%, 90% and final submittal.
4. Review GMP from CMAR.
5. Coordination with utility companies.
6. Obtain all Permits from City, State and Federal.
7. Provide Construction Phase Services.
8. Submit "As-Construction" Plans per City requirements.
9. Coordinate Facility Start up.

All Respondents are advised that some of the services identified above may not be required, and that the City reserves the right to initiate an additional procurement action for any of the services included in this procurement.

B. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

The City of Prescott (City) on behalf of the Prescott Regional Airport (PRC) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The City has received Federal financial assistance from the DOT, and as a condition of receipt of funding, the City has signed an assurance that it will comply with 49 CFR Part 26. It is the City of Prescott's policy to ensure that DBEs as defined in 49 CFR Part 26 have an equal opportunity to receive and participate in U.S. DOT-assisted contracts. The City's policy also includes the following:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts.
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law.
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts.

6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities.

7. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and

8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

C. REQUESTS FOR INFORMATION

Firms who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

Jaimie Sventek
Contracts Coordinator
City of Prescott – Purchasing
contracts@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00p.m. on Tuesday, February 25, 2025. Responses, or addenda as required, will be issued no later than 12:00p.m. (noon) on Friday, February 28, 2025. Receipt of addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

D. MANDATORY PRE-SUBMITTAL CONFERENCE:

The pre-submittal conference is mandatory for potential submitters. Submittals will only be accepted from contractors in attendance as established on the sign-in sheet and Microsoft Teams Attendance List.

The pre-submittal conference will be held on **Thursday, February 13, 2025, at 2:00p.m.,** at City of Prescott Airport Administration Building, 6630 Airport Ave, Prescott, AZ 86301.

Virtual attendance will be an option via Microsoft Teams Meeting ID: (257 511 428 967 with a Passcode: 7jp2Eu3R) at the same time as listed above.

E. PROPOSED PROJECT SCHEDULE:

The following tentative schedule has been prepared for this project. These milestones are earliest dates for planning purposes only. They are subject to change and shall not represent any contractual commitment whatsoever on the part of the City.

Mandatory Pre-Submittal Conference:	February 13, 2025, at 2:00p.m.
Request for Information Deadline	February 25, 2025, at 5:00p.m.
SOQ Submittal Deadline:	March 6, 2025, at 2:00p.m.

Award of Contract (if negotiations are successful): March/April 2025

The firm selected for this project will be notified directly by the City. Notification to all other firms on the status of contract award for this project will be posted on the City's website at: https://prescott-az.gov/budget-and-finance/purchasing/.

Firms wishing to respond to a disqualification or a procurement outcome may refer to the protest policy referenced herein.

II. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Statement of Qualifications (SOQ), as outlined in this document.

A. GENERAL REQUIREMENTS

Interested firms are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project's goals and objectives, and other criteria as listed. All information must be provided as requested for all firm members and their key personnel to be assigned to this project.

The SOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services.
- Location of the firm.
- Description of specific technical capabilities, qualifications, and years of prior experience.
- Brief resume for key project team members outlining their credentials and experience.
- Description of at least three (3) but no more than five (5) similar projects in which the firm participated. Describe the firm's role in the project and scope of work that demonstrates the firm's expertise. Provide the name and contact information for each project.
- Description of how the firm would approach, manage, and complete the project.
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by firms or individuals.
- List and provide a brief description of projects currently under contract with other government agencies.

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into a contract as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. PROPRIETARY INFORMATION

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Firms shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Firms shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Firms should be aware that the City is required by law to make its records available for public inspection. All firms, by submission of materials marked proprietary, acknowledge,

and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the firms in the event that the City must legally disclose these materials.

C. SUBMITTAL REQUIREMENTS

Statements shall be submitted as **one (1) original (<u>not stapled or bound</u>)** along with **one (1) flash drive** with same submittal and must conform to this request.

The SOQ shall be limited to no more than twenty (20) pages within a single response submittal. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 12. Combinations of text and graphic material may be used at the firm's discretion to appropriately communicate facts and qualifications. Resumes for each key team member shall be limited to a maximum length of one (1) page and should be incorporated as an appendix as the end of the SOQ. Five (5) additional pages of appendices are allowed which may include graphs, charts, photos, or additional resumes. Front and back covers, table of contents, and tabbed divider pages will not be counted if they do not contain submittal information.

The cover letter shall not exceed one (1) page and is exclusive of the page count limitation for the SOQ. The letter shall be on the firm's company letterhead and shall be signed by an officer or principal of the firm with contracting authority.

Within the submittal package (preferably on the SOQ cover or within the cover letter), provide all contact information including the firm's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the SOQ.

<u>Do not</u> include any fees or pricing related to this project with the SOQ submittal. These materials will not be considered at this time and failure to comply with this provision may result in the rejection of the submittal.

D. DELIVERY OF SUBMITTALS

Sealed SOQs will be received **before 2:00p.m. on Thursday, March 6, 2025**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened in the City Council Chambers.

Any submittals received at or after 2:00p.m. on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The city will not accept delivery of the bid at any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00p.m. deadline.

The outside of the submittal envelope shall indicate the name and address of the respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

E. MINIMUM TEAM QUALIFICATIONS

Firms shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the professional service. The selected firm will be required to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

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

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. EXPERIENCE AND CAPABILITIES PERFORMING DESIGN SERVICES AT PUBLIC COMMERCIAL SERVICE AIRPORTS

25 points possible

- Provide a resume for each key team member describing their experience, background, and notable projects at Public Commercial Airports.
- Highlight all experience at Regional or Non-Hub Commercial Service Airports.
- Highlight all Hangar Construction projects using CMAR and/or Design, Bid, Build (DBB) delivery methods.

B. OBSERVATION OF EXISTING CONDITIONS AND GRASP OF KEY PROJECT ELEMENTS

15 points possible

- Provide details of your observation of the existing conditions
    - Describe the existing conditions of the site.
    - What site constraints or challenges do you see with the existing site?
- Describe your understanding of the Key Project Elements
    - Grading and Utilities
    - Horizontal, surface and underground improvements

C. APPROACH TO PLANNING INCLUDING INNOVATING IDEAS

20 points possible

- Describe your firm's project management approach and team organization during design and construction phase services. Describe systems used for planning, scheduling, estimating, and managing construction.

- Describe the firm's understanding of FAA-related issues relating to construction; and the firms approach to address those issues.

D. APPROACH IN PROVIDING COST ESTIMATES, VALUE ENGINEERING AND GMP DEVELOPMENT

10 points possible

- The project has a critical deadline for the design phase completion. Describe your firm's approach to provide cost estimating, value engineering, and GMP development services during the design phase without impacting the schedule. Provide actual examples from your firm's past projects.

- Discuss how the firm's planning and innovative ideas will be utilized to overcome the site constraints or challenges that have been noted above.

E. EXPERIENCE OF OTHER KEY PERSONNEL ASSIGNED TO PROJECT

10 points possible

- Statement of the firm's understanding of the purpose and scope of the project.

- For each key person identified, list their length of time with the firm and comparable projects in which they have played a primary role. Provide the following:
    - Description of project
    - Role of the person
    - Project's original contracted construction cost and final construction cost
    - Construction completion dates
    - Project owner

- List any proposed consultants, including DBE's, and key staff names with the experience and qualifications of these individuals.

F. DEMONSTRATE DISADVANTAGE BUSINESS ENTERPRISE (DBE) GOOD FAITH INITIATIVE

10 points possible

- Discuss what Good Faith initiatives the firm intends to deploy to encourage DBE participation.

- Outline past DBE experience, highlighting participation success.

G. GENERAL INFORMATION

10 points possible

- Provide a general description of the firm that is proposing to provide the services. Explain the legal organization of the proposed contractor/team. Provide an organization chart showing key personnel.

- Provide the following information:
    - List the applicable licenses held by all key personnel who will be assigned to this project. Provide the license numbers and explain if held by an individual or the contractor.

STATEMENT OF QUALIFICATION EVALUATION (100 POINTS TOTAL)	
Experience and Capabilities Performing Design Services at Public Commercial Service Airports	25
Observation of Existing Conditions and Grasp of Key Project Elements	15
Approach to Planning Including Innovating Ideas	20
Approach In Providing Cost Estimates, Value Engineering and GMP Development	10
Experience of Other Key Personnel Assigned to Project	10
Demonstrate Disadvantage Business Enterprise (DBE) Good Faith Initiative	10
General Information	10
Total Points	**100**

IV. EVALUATION AND SELECTION PROCESS

To qualify for evaluation, the SOQ must be submitted on time and materially satisfy all requirements identified in this request. If, in the judgment of the City, a SOQ does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

A. OVERVIEW

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each firm's qualifications and relevant experience, as indicated in its SOQ. A Review Committee appointed by the City for this procurement will individually evaluate the SOQs according to the criteria and weighting.

B. FINAL RANKING AND CONTRACT NEGOTIATION

Using the individual Review Committee member's scores from the SOQs, the committee shall rank the firms to determine the best-qualified, top-ranked, firm for the project and will rank the shortlisted firms accordingly. The City will enter negotiations with the top ranked firm and execute a contract upon successful completion of negotiation of fees and contract terms for City Council approval. If negotiations are unsuccessful, the City may terminate negotiations with that firm and enter negotiations with the next ranked firm and so forth in that manner until a mutual agreement is reached or the list of firms is exhausted. Once a negotiation is terminated, the City cannot re-enter negotiations with that firm.

The selected firm will be required to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, Exhibit A, in a form

acceptable to the City Attorney. Approval of the City Council may also be required for the award of a contract.

In accordance with A.R.S. § 34-603(C)(1), the City reserves the right to:

1. Terminate the procurement process at any point prior to award of a contract.

2. If a shortlisted firm becomes disqualified or withdraws prior to the interview process; replace that firm on the shortlist with another finalist.

3. Elect to proceed with the procurement if there are two (2) or more participating responsive and responsible firms responding to the RSOQ; or if there is one (1) responsive and responsible firm as allowed by A.R.S.

C. TERM OF CONTRACT

The initial term of the contract shall be confirmed during contract negotiations with the firm. If contract renewals result in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

D. TERMINATION OF CONTRACT

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar day written notice. In such case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

E. PROTEST POLICY

Any protest against the solicitation or award must be filed with the City Clerk's Office by 4:00p.m. up to ten (10) days after issuance of the final list. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful firms. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

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

G. This Agreement represents the entire and integrated Agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Contractor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein;

provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.

H. 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.

I. Indemnification: To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney 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 Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract, Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or 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 Agreement including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

J. 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.

K. BUY AMERICAN PREFERENCE

The Buy American Preferences under 49 U.S.C. § 50101 require that all steel and manufactured goods be produced in the United States. Grant recipients must certify that all steel or manufactured products used on any portion of the project are produced in the United States and are of 100 percent U.S. materials. A waiver may be issued through the PHX ADO if the total project is at least 60% American Made. More information may be obtained at https://www.faa.gov/airports/aip/buy_american.

L. 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 a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

M. Israel: Vendor certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

N. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35- 394, Contractor / Vendor / Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China

2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

3. Any Contractor / Vendor / Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

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

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

   a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists

   b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

   d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

   e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

V. ATTACHMENTS

A. INSURANCE REQUIREMENTS
B. SAMPLE PROFESSIONAL SERVICES AGREEMENT
C. SUBCONTRACTOR SELECTION PLAN
D. SITE LOCATIONS
E. DBE REQUIREMENTS / FORMS
F. FEDERAL REQUIREMENTS
G. CONTRACT PROVISION GUIDELINES FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROGRAM PROJECTS

ATTACHMENT A
INSURANCE REQUIREMENTS

Professional Services Insurance Requirements

The Professional 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 the following coverage:

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	$ 2,000,000	
Products – Completed Operations Aggregate	$ 2,000,000	(if applicable)
Personal and Advertising Injury	$ 1,000,000	(if applicable)
Each Occurrence	$ 1,000,000	
Fire Legal Liability (Damage to Rented Premises)	$ 100,000	(if applicable)

   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 of the activities performed by, or on behalf of the Professional."

2. Professional Liability (Errors and Omissions Liability)

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

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

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

3. Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$ 1,000,000

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

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

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

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City 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.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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 A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

Verification of Coverage: Professional 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. Please note the contract number on the Certificate.

PROFESSIONAL SERVICES AGREEMENT

Architect/Engineer for Hangar Development Program

Contract No. 2026-029

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

WHEREAS the City completed the procurement process for professional services in accordance with the City's Procurement Code and Arizona law; and

WHEREAS ADM Group, Inc. (hereinafter referred to as "Professional"), has expertise in providing architect/engineer design services and is willing and able to provide professional services to the City for the project known and described as Architect/Engineer for the Hangar Development Program Project (hereinafter referred to as "Project").

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. PROJECT STANDARDS: The City has adopted standards which apply to all design and engineering for construction-related projects contracts that are entered into by the City. These standards assist in the orderly development of property to protect the public's health, safety, and welfare, in addition to improving the long-term value of the City's infrastructure assets. The following standards shall govern all public and private improvements related to the project, including the professional services provided pursuant to this Agreement: Prescott City Code, City of Prescott General Engineering Standards, City of Prescott and Quad City Standard Details, Maricopa Association of Governments Uniform Standard Specifications and Details for Public Works Construction ("MAG"), City of Prescott Supplement to MAG, and other supporting documents and publications as noted within each standard (hereinafter collectively referred to as "Standards") and the latest currently-available version of FAA AC 150/5370-10H-Standard Specification for Construction at Airports.

2. SCOPE OF SERVICES: Professional shall provide the "Services" set forth on the attached Exhibit A Scope of Services in accordance with the terms and conditions of this Agreement. Services provided by the Professional shall include any and all services reasonably contemplated, normally included, and necessary to complete the Scope of Services in a professional manner with due diligence and in a timely manner. The Professional shall perform the Services required by, and as outlined in Exhibit A to the satisfaction of the City Public

Works Director (hereinafter referred to as "Director"), exercising the same degree of care, skill, diligence and judgment that a professional experienced in the performance of such Services for design, construction, and/or facilities of a similar scope, function, size, quality, complexity and detail to other municipal projects within the State of Arizona, would ordinarily possess and exercise at such time, under similar conditions.

A. The Professional is responsible to the extent necessary to perform the Services and at no additional charge to the City, to be fully familiarized with the special, unique qualities and requirements of the Services, the Project, the Project site, and the City. However, the Professional may be required to undertake or perform a geotechnical investigation, materials sampling or testing, construction cost estimating, or other special investigation of existing conditions if the same is included in the Scope of Services.

B. The Professional shall, at all times, perform the required services consistent with the Standards and generally accepted engineering principles and design practices. In addition, the Professional shall:

    1. Prepare the detailed Scope of Services for the Project as more specifically described in Exhibit A.

    2. If requested by the City, attend Project meetings, Project workshops, construction document reviews, public meetings and partnering sessions. The Professional's attendance at design or other meetings in which the Professional is provided the opportunity to but does not actively participate and/or is not properly prepared, is not acceptable. Repeated instances of non-participation and/or lack of preparedness shall be grounds for termination of this Agreement for default. The Professional, when requested by the City, shall attend, make presentations, and participate as may be appropriate in public agency and or community meetings relevant to the Project. The Professional shall provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.

    3. Schedule and conduct a field review of the proposed improvements, as necessary, with the City Engineer, or their designee.

    4. If requested by the City, prepare, and submit a detailed estimate of probable cost for the Project through completion in such detail and format as required by the City.

    5. If requested by the City, provide post-design services and/or contract administration during construction of the Project. Services may include inspections, meeting attendance, response to requests for information, review of submittals, generation of punch lists, and clarification of drawings, designs, and/or specifications as may be necessary to complete the Project, and/or as may be reasonably requested by the City. All post-design Services provided by the Professional shall comply with and be consistent with the Standards.

    6. If requested by the City, provide the City with "Record" Drawings (i.e., As-Built Drawings) within ninety (90) calendar days of the completion of the Project, unless otherwise approved by the Director, in such detail and format as required by the City.

    7. Perform all subordinate tasks not specifically referenced but necessary to the full and effective performance of the tasks specifically referenced.

8. Promptly provide, at no additional cost to the City, any and all corrections, modifications, additional documents, or other items that may be necessary to correct any errors and/or omissions in the documents, designs, specifications, and/or drawings, provided by the Professional.

3. COORDINATION OF SERVICES: The Professional shall be responsible for coordinating the Services, and all designs, drawings, and/or specifications developed in relation thereto, with the City Public Works Department and other departments within the City, other design professionals, and other contractors involved in the Project, as well as the other designs, drawings, and/or specifications for the Project. The Professional shall also cooperate with the City in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity, regulatory agency, or private utility company, including participation in any hearings or meetings.

4. KEY PERSONNEL: The Professional shall provide sufficient qualified personnel to perform the Services, including but not limited to inspections and preparation of reports, as reasonably requested by the City. The Professional shall utilize the key personnel listed in the Professional's proposal to the City. The Professional shall not change key personnel, not utilize the listed key personnel, or substitute key personnel without the prior written approval of the Director. Any substituted personnel shall have the same or higher qualifications as the personnel being replaced.

5. SUBCONTRACTORS: During performance of this Agreement, the Professional may engage such additional subcontractors or sub-consultants (hereinafter collectively referred to as "Subcontractors") as may be required for the timely completion of the Services. The addition of any Subcontractors shall be subject to prior written approval by the City. In the event of sub-contracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with the Professional.

6. CONTRACT DOCUMENTS: The Request for Qualifications (if applicable), Scope of Work, Statement of Qualifications, Exhibit A including but not limited to the Professional's Proposal, Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of June 24, 2025, Exhibit B- Certificates of Insurance and Required Endorsements, Additional Exhibits, Contract Modifications including but not limited to Task Orders, Allowance Authorizations, Task Reallocations, and Contract Amendments, are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

   For On-Call Professional Service Contracts, the Professional shall provide a project-specific Scope of Work, Task and Fee Estimate, Project Schedule, availability of staff and an updated Certificate of Insurance with Endorsements per Section XVII, for each Task Order issued, and these documents are also incorporated by reference into this Agreement.

7. TIME OF COMPLETION; TERM: The Project involves the health, safety, and welfare of the general public; therefore, delivery time is of the essence. All Services shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's approved project schedule identified in Exhibit A. Any request by the Professional for an extension in time shall be in writing and include a revised project schedule, which will be considered for approval by the City. Neither Party shall be bound by any change in project schedule unless mutually agreed upon in writing and mutually signed by the authorized representatives of the Parties.

A. The Professional shall complete all Services by June 30, 2027. If a further or more detailed schedule is set forth in Exhibit A, the Professional shall strictly comply with said schedule and failure to do so, without the prior written agreement of the City, shall be a material breach of this Agreement. The Professional shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the City to timely respond to contractors or other parties involved in the Project, so as to not delay the Project.

B. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

C. The Professional has thirty (30) calendar days from final approval of all Services or submittals to submit the Professional's final invoice to the City for payment. The time allotted for in Section VII.(A). includes these thirty days.

8. CONTRACT AMOUNT: The Contract Amount to be paid by the City to the Professional shall not exceed two hundred sixty-nine thousand nine hundred fifty dollars and zero cents ($269,950.00), based on the negotiated rates and actual cost reimbursement schedule as defined in Exhibit A.

A. PAYMENTS: The Professional shall be paid in installments based upon monthly progress reports and detailed invoices submitted by the Professional in such form as approved by the City, and subject to the following limitations:

1. Monthly progress reports shall include a summary of costs billed by labor category and tasks and shall be formatted to permit comparison of actual-to-proposed costs and a breakdown of costs incurred by each Subcontractor.

2. Prior to the approval of preliminary documents (i.e., 30% plans), the billed amount shall not exceed 40% of the total Contract Amount.

3. Prior to approval of the final design documents deliverable under the Services, the billed amount shall not exceed 90% of the total Contract Amount.

4. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed 90% of the total Contract Amount prior to submittal of the final report deliverables including final as-builts.

B. ADDITIONAL SERVICES: Additional services as approved, shall be paid for based on the actual completed services. Payment for additional services shall be made only if such additional services are expressly approved, in writing, by the City prior to the additional services being performed. The City shall issue a written Contract Modification for any approved additional services and the City will not pay for any costs not expressly designated as reimbursable in this Agreement or the written approval for the additional services.

C. SUBCONTRACTORS: The Contract Amount includes payment for any and all Services to be rendered by the Professional or Subcontractors which the Professional may employ for this Agreement. It is expressly agreed by and between the parties that the Professional

is solely responsible for any and all payment to such any other professionals or Subcontractors retained by the Professional.

D. REIMBURSEABLE EXPENSES: No reimbursable expenses or costs of any kind (such as travel expenses) shall be paid by the City unless expressly approved by the City in writing as part of the accepted rates and reimbursement schedule. Any approved reimbursable expenses will be paid at the actual cost without any markup applied by the Professional and will be paid only after they are incurred.

9. PAYMENT: The Professional shall bill the City monthly for the fees and reimbursable costs due to the Professional. Subject to the limitations set forth in Section VIII(A) above, the City shall make payments within thirty (30) days of the City's approval of the Professional's invoice.

A. As a necessary precondition to any payment under this Agreement, the City may require the Professional to provide such certifications; lien waivers (in statutory form); and proofs of performance, costs, and/or percentage of completion, as may be reasonably required by the City, to ensure that payment is then due and owing pursuant to the payment terms set forth in this Agreement.

B. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, the Professional shall continue to render the Services in a timely manner.

C. Payment by the City does not constitute acceptance by the City of the Services or the Professional's performance, nor does payment constitute a waiver of any rights or claims by the City.

D. Payment of the total amount provided for under Section VIII shall not relieve the Professional of its obligation to complete the performance of all Services.

E. Should the City request in writing Additional Services beyond those specified in this Agreement and Exhibit A, then charges and payments will be made in accordance with Section XI.

F. The Professional shall be solely responsible for any and all tax obligations which may result out of the Professional's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Professional.

G. In the event of Agreement termination, the City shall pay to the Professional only such compensation, including reimbursable expenses, due for Services properly performed on the Project prior to the termination date, minus any offsets due the City for any reason. Upon any termination, no payments shall be due from the City to the Professional unless and until the Professional has delivered to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all documents, designs, drawings, and specifications generated by the Professional in relation to the Project.

10. NON-AVAILABILITY OF FUNDS: Fulfillment of the payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision

is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this section.

11. CHANGES IN SERVICES / WORK: The City may order additional/extra services/work, or make changes by altering, or deleting any portion of the services/work as specified herein, as deemed necessary or desirable by the Director. All such services/work changes shall be executed under the conditions of the original Agreement except that any request by the Professional for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services/work.

    A. Additional/extra services/work shall be that services/work not indicated or detailed on the Professional's Scope of Work and/or not specified herein this Agreement. Such services/work shall be governed by all applicable provisions of the Contract Documents.

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

    C. Payment for any change ordered by the Director which involves services/work essential to complete the Agreement, but for which no basis of payment is provided for herein, shall be subject to agreement and fully executed amendment prior to said services/work being performed.

    D. Adjustments to the Contract Amount and/or Contract Term which are agreed upon shall be incorporated in the written change amendment issued by the Purchasing Division, which shall indicate acceptance on the part of the Professional as evidenced by its signature, in a fully executed amendment. In the event prices cannot be agreed upon, the City reserves the right to terminate the Agreement as it applies to the items in question and make such arrangements as it may deem necessary to complete the services/work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.

    If the Professional claims that any instructions involve additional/extra cost, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services/work. No such claim shall be valid unless so made. The Professional shall do such additional/extra services/work upon receipt of an accepted Contract Amendment or other written order of the Director. In the absence of such Contract Amendment or other written order of the Director, the Professional shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments must be approved by the Director. Contract Amendments that go over $50,000.00 or if the contract in total goes over fifty thousand dollars must be approved by the City Council.

12. INFORMATION PROVIDED BY THE CITY: The City shall provide to the Professional information regarding requirements for the Project including relevant budget information, overall Project schedules, identities of other Project participants, and related designs, drawings, and specifications. The Professional shall be entitled to rely on such information furnished by the City, provided that the Professional shall promptly notify the City, in writing, of any

information that the Professional believes is missing, unclear or insufficient for the successful completion of the Project and the Services.

13. INTELLECTUAL PROPERTY: All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative services/works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, services/work product and other materials that are delivered to City under this Agreement or prepared by or on behalf of Professional in the course of performing the Services (collectively, the "Deliverables") shall be owned exclusively by City. Professional agrees and will cause its personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. §101, such Deliverables are hereby deemed a "work made for hire" for City. To the extent that any of the Deliverables do not constitute a "work made for hire," Professional hereby irrevocably assigns and shall cause its personnel to irrevocably assign to City all Intellectual Property Rights worldwide in the Deliverables. The Professional shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

    A. All Intellectual Property Rights in all documents, data, know-how, methodologies, software, and other materials provided by or used by Professional in performing the Services and developed or acquired by the Professional prior to or independently of this Agreement (collectively, "Pre-Existing Materials") shall be owned exclusively by Professional and its licensors. Professional hereby grants City an irrevocable, perpetual, fully paid-up, royalty-free, worldwide, non-exclusive license to use, display, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in or otherwise necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Professional. The Professional understands that the Intellectual Property and Pre-Existing Materials may be used by the City for the purposes of construction and completing the Project, including for the use, sales, marketing, repair, maintenance, modification, expansion, remodeling and/or further development of the Project or any portion thereof, or for construction of the same type of project at other locations, by the City and others retained by the City for such purposes. The Professional may re-use any standard specifications and details included in the Intellectual Property that were not developed by the Professional specifically for the Project.

    B. This license shall extend to those parties retained by the City for Project purposes, including other professionals.

    C. The license granted hereunder shall include all things included in the definition of “Architectural Works” as used in the U.S. Architectural Works Copyright Protection Act, as amended from time to time. The Professional shall obtain, in writing, similar non-exclusive licenses from its design professionals, and Subcontractors. The license granted hereunder shall survive any termination of the Agreement and the completion of the Project.

D. Upon completion of the Project and/or termination of the Agreement for any reason, the Professional shall deliver to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all data documents, designs, drawings and specifications generated by the Professional, including those generated by any suppliers, or Subcontractors.

E. The City shall retain all rights and ownership of all documents, designs, drawings, maps, studies, specifications, other information and/or styles, including copies thereof, provided to the Professional by the City in relation to this Agreement and the Project. The Professional shall not utilize any such material in relation to any other services / work or project and such materials are to be returned to the City on request or at the completion of the Services.

14. INDEPENDENT CONTRACTOR: Professional is an independent contractor of the City, and, as such, the Professional is not a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which City employees are entitled. As an independent contractor, the Professional 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 contractor, the Professional 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, 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. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the Professional and the City.

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

A. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Professional and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Professional and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Professional agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

B. EMPLOYEES ON PUBLIC WORKS CONSTRUCTION PROJECTS; E-VERIFY REQUIREMENT:

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

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

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

   b. The City retains the legal right to inspect the papers of any Professional or Subcontractors' employee to ensure that the Professional or Subcontractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.

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

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

   e. The provisions of this Article shall be included in any contract the Professional enters into with any and all of its Subcontractors who provide Services under this Agreement. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a professional or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

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

D. FORCE LABOR OF ETHNIC UYGHURS CERTIFICATION: Pursuant to A.R.S. § 35-394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China

2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

3. Any firms, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

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

E. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS:

1. The Contractor will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps shall include:

f. Placing qualified small and minority businesses and women's business enterprises on solicitation lists

g. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

h. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.

i. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

j. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

16. NOTIFICATIONS: Notice shall be deemed effective five (5) business days after deposit for delivery or at time of receipt, whichever is earlier. Any notices to be given by either party to the other shall be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott	ADM Group, Inc.
201 N Montezuma Street	2100 West 15th Street
Prescott, AZ 86301	Tempe, AZ 85281
contracts@prescott-az.gov	jflemming@admgroupinc.com

17. INSURANCE: The Professional shall provide and maintain insurance coverage at its sole cost and expense as set forth in Exhibit B hereto.

18. GENERAL PROVISIONS

A. INTEGRATION AND AMENDMENT: This Agreement represents the entire and integrated Agreement between the City and the Professional regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. Any prior understandings, commitments, or representations, expressed or implied, written or verbal, between the Parties shall not be construed to alter or waive any part of this Agreement. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision herein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary. In the event a conflict exists between this Agreement and any other Contract Documents or Exhibits, the order of precedence, listed in descending order shall be as follows: 1) change orders or amendments, 2) this Agreement, and 3) any Exhibits.

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

C. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

D. SEVERABILITY: 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. However, performance under this Agreement or applicable Scope of Work is not divisible for the purposes of enforcement under the remainder of the Agreement with respect to the subject matter of the Agreement or applicable Scope of Work.

E. FORCE MAJEURE: Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, epidemic, pandemic, computer virus, power outage, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

F. WAIVER: 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. 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.

G. ASSIGNMENT: The Professional shall not assign or subcontract this Agreement nor any performance hereunder, in whole or in part, nor delegate any monies which shall become due to Professional under this Agreement, without the prior written consent of the City. Any assignment or delegation by Professional without City's prior written consent shall be void and not merely voidable.

19. TERMINATION: This Agreement may be terminated by either party upon ten (10) days written notice, with or without cause, or upon completion of services. If this Agreement is terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

A. Pursuant to A.R.S. § 38-511, the City 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 consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City 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 from any other party to the Agreement arising as a result of this Agreement.

B. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) becomes insolvent; (c) admits its inability to pay its debts generally as they become due; (d) becomes subject to any bankruptcy proceeding which is not dismissed or vacated within 30 days after filing; (e) is dissolved or liquidated; (f) makes a general assignment for the benefit of creditors; or (g) has a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business. In case of default by the Professional, the City may, by written notice, cancel this Agreement and repurchase from another source and may recover the excess costs by deduction from an unpaid balance due to Professional, or may use any other remedies as provided by law.

C. Upon receipt of a written notice of termination, the Professional shall stop all services/work as directed in the notice, notify all Subcontractors of the effective date of the termination, and minimize all further costs to the City. The Professional shall also promptly deliver to City all preliminary materials, draft services/work products, or deliverables which have been completed as of the termination date or are in progress as of the termination date.

D. All representations and warranties of Professional made herein shall survive the termination of this Agreement.

20. DISPUTE RESOLUTION: The parties 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 and agrees to submit to a trial before the Court. The parties agree that venue shall be in Yavapai County Superior Court or the federal court for the District of Arizona, if jurisdiction is proper there. This Agreement shall be construed under the laws of the State of Arizona, without reference to its choice of law provisions. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.

21. RECOVERY OF ATTORNEY FEES: The parties 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. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.

22. INDEMNIFICATION: Subject to the limitations of A.R.S. § 34-226, to the fullest extent allowed by law, the Professional hereby agrees to indemnify, defend, and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, damages, losses, costs, fines, judgements, expenses or lawsuits, including reasonable attorneys' fees and court costs, arising out of or resulting from the Professional's negligent, reckless, or intentional acts, errors, or omissions, pursuant to this Agreement. The Professional 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 Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities under this Agreement, other than those acts which occur due to the negligence of the City or its employees.

23. REPRESENTATIONS AND WARRANTIES: Professional represents and warrants to City that: (a) it shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in compliance with all applicable laws, and shall devote adequate resources to meet its obligations under this Agreement; (b) the Services and Deliverables shall conform in all respects with the specifications and will be performed to City's satisfaction; and (c) the Services and Deliverables, and City's use thereof, do not and will not infringe any intellectual property right of any third party.

24. EXHIBITS:

    A. Scope of Services

    B. Insurance Requirements

    C. Unique Compliance with Specific Government Provisions (if applicable)

DATED: _____ day of _____, 2025

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

ADM Group, Inc.	City of Prescott, a municipal corporation
_____	_____
(Authorized Signature)	Philip R. Goode, Mayor
By: _____ (Printed Name)	
Title: _____	
Email: _____	
Attest:	Approved as to form:
_____	_____
Sarah M. Siep, City Clerk	Joseph D. Young, City Attorney

Professional Services Agreement
Exhibit A – Scope of Services

ADM Group, Inc.
2100 West 15th Street
Tempe, Arizona 85281
480.285.3800

admgroupinc.com

May 27, 2025 - Revised

Mr. John Kuebrich, Capital Projects Manager
City of Prescott
6630 Airport Avenue
Prescott, Arizona 86301

Re: Proposal for Architectural and Engineering Services for Hangar Development Project

Dear John,

We are excited to present our proposal for providing architectural and engineering services for the Hangar Development Program at the Prescott Regional Airport. Our commitment to precise design and effective project management aims to ensure that the project aligns with your strategic vision and objectives.

Project Overview:

1. Hangar Building:
    - Structure Design:
        - A four-unit facility to accommodate operational needs, compliant with relevant codes and standards.
        - Two hangars, each measuring 65' x 62', with an 18' minimum door opening.
        - Two hangars, each 55' x 62', with similar door specifications.
    - Facilities:
        - Fully ADA-compliant restrooms, including mop sinks and kitchenettes.
        - A common exterior restroom and a fire safety water suppression room.
        - A drainage system incorporating gutters and downspouts.
2. Civil Engineering:
    - Infrastructure Integration:
        - Grading and drainage adhering to City and FAA standards.
        - Connection of new utilities (water, fire, and sewer).
    - Civil Improvements:
        - Extending the Bottleneck Hangar taxi lane, pavement marking, and drainage enhancements.
3. Construction Administration:
    - Coordination with utility companies and assistance in obtaining necessary permits.

ADM Group, Inc.
2100 West 15th Street
Tempe, Arizona 85281
480.285.3800

admgroupinc.com

- Ongoing construction phase services to ensure quality and compliance.

Professional Fees:

Phase	Building Arch/Eng	Civil Eng./Survey	Total for Hangar
30% Submission	$ 28,290	$ 32,250	$ 60,540
60% Submission	$ 22,390	$ 20,010	$ 42,400
90%/100% Submission	$ 56,860	$ 43,270	$100,130
Bidding/Negotiation	$ 5,310	$ 8,980	$ 14,290
Construction Adm.	$ 26,120	$ 21,680	$ 51,590
Total	**$138,970**	**$129,980**	**$269,950**

Assumptions:

- The project shall be developed in alignment with all applicable local, state, and federal regulations, including compliance with FAA requirements and NFPA 409 standards.
- The fee estimates provided are based on the current scope of work outlined above, and any significant adjustments to the project scope may necessitate a review and potential revision of fees.
- Access to the site and all necessary documentation (existing surveys, geotechnical reports, etc.) will be provided without delay, to support the design process.
- Any potholeing required for discovery. (recommend a budget of $5,000.)

Exclusions:

- Costs associated with obtaining permits or review fees from authorities having jurisdiction or any utilities are not included.
- Any regulatory changes or modifications after the proposal is submitted may require a renegotiation of fees to cover additional design or documentation efforts.
- Environmental assessments or specialized surveys not specified in this proposal will be considered separate services and will be billed accordingly.
- We do not include LEED calculations, documentation, submission, and certification.
- We do not include Fire Suppression Engineering, other than as typical design as it typically is provided as a design build package.

ADM Group, Inc.
2100 West 15th Street
Tempe, Arizona 85281
480.285.3800

admgroupinc.com

Conclusion: Our team is eager to commence this project, working side by side with the City of Prescott for its successful realization.

Thank you for considering our proposal. We anticipate the opportunity to contribute to the development of Prescott Regional Airport.

Respectfully submitted,

ADM Group Inc.

Jeffrey E. Flemming, AIA
Principal

Architecture / Engineering for

CITY OF PRESCOTT

Hangar Development Program

March 6, 2025 at 2:00pm

adm group | architecture. design. management.

CITY OF PRESCOTT ARIZONA

DIGITAL

adm group | architecture. design. management.

ADM Group, Inc.
2100 West 15th Street
Tempe, AZ 85281
480-285-3819

March 6, 2025
City of Prescott
City Clerk
201 N. Montezuma Street, Suite 302
Prescott, AZ 86301

Re: An Architecture/Engineering Firm for the Hangar Development Program

Dear Ms. Sventek,

I am writing to express our firm's strong interest in providing architectural and engineering services for the Hangar Development Program at Prescott Regional Airport (PRC). As a team dedicated to enhancing aviation infrastructure, we understand the critical need for a comprehensive, efficient, and innovative approach to this project.

Our firm, located in Tempe, Arizona, has an extensive portfolio of work that spans a variety of airports throughout Arizona, Colorado, Illinois, New Mexico, Texas, and Utah. We take pride in our ability to navigate complex regulatory environments and deliver projects that not only meet but exceed client expectations. Our diverse experience in planning, design, and construction administration equips us to take on challenges related to airport development and infrastructure improvement effectively.

The proposed project for the Hangar Development Program aligns perfectly with our expertise. Our entire project team, including civil engineering partner Dibble Engineering, structural consultants PK Associates, and mechanical, electrical, and plumbing specialists LSW Engineers, offers a combined experience of over 100 years. We have successfully executed numerous aviation projects, ensuring adherence to industry standards and local regulations while fostering safe, efficient operational environments.

Our collaborative approach to project delivery begins at the conceptual design stage. We emphasize early coordination among all stakeholders, allowing us to optimize designs and procure necessary materials in a timely manner. This methodology has been proven successful in previous projects, including our work on the Mesa Hangar Development at Falcon Field and at SkyBridge Arizona at Mesa Gateway Airport, where early procurement strategies and phased document development significantly accelerated timelines.

We are committed to adhering to the rigorous requirements of the FAA, particularly as this project is anticipated to be funded through federal grants. Our thorough understanding of these processes enables us to develop effective solutions tailored to the needs of PRC while ensuring compliance.

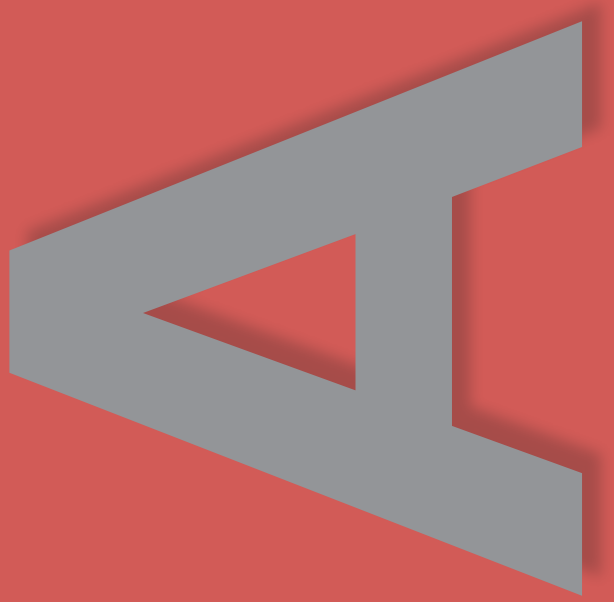
In closing, we are excited about the opportunity to collaborate with the City of Prescott and leverage our extensive experience to deliver the Hangar Development Program at PRC. We are confident that our team's qualifications, innovative planning, and commitment to quality will yield a successful outcome that meets current aviation demands and supports the airport's growth.

Thank you for considering our proposal. We look forward to the possibility of discussing how we can contribute to the success of this important project.

Sincerely,

Jeffrey E. Flemming, AIA
Principal
ADM Group Inc.

TAB A | Experience and Capabilities Performing Design Services at Public Commercial Service Airports



Provide a resume for each key team member describing their experience, background, and notable projects at Public Commercial Airports.

Mr. Flemming is a highly skilled and versatile professional with expertise in project design, construction, project management, and customer service. He possesses exemplary listening skills, which enable him to interpret clients' needs and translate them into project requirements. Mr. Flemming's ability to communicate effectively with clients, build strong relationships with them, and deliver projects that meet their expectations is a valuable asset. Throughout his career, he has demonstrated his proficiency in all aspects of project design, construction, project management, and customer service, making him a well-rounded and competent professional.

JEFFREY FLEMMING

AIA, LEED AP, NCARB

Principal / Project Director

Years of Experience
Total: 35 years | Firm: 7 years

Education
University of Illinois
BS, Architecture, Distinction in Design

Certifications and Registrations
NCARB Certification No. 66675
Arizona License No. 66788
Illinois License No. 001-013482
Michigan License No. 039868
New Mexico License No. 6217
South Dakota License No. 15846
Texas License No. 28973
Wyoming License No. C-1903

Relevant Project Experience (Partial List)

PRESCOTT REGIONAL AIRPORT
Cutter Aviation Site Upgrades
Cutter Aviation - Hangar Masterplan

PHOENIX-MESA GATEWAY AIRPORT
Unified Cargo Processing Facility
SkyBridge Arizona Master Plan
Lot 106 Warehouse Building within Aviation District
Lot 107 Hangar Structure
Lot 108 Aviation Industrial
Lot 109 Aviation Industrial
Lot 110 MRO Hangar

FALCON FIELD AIRPORT
Mesa Hangar Phase I , II and III
Whiteman Hangar
Civil Air Patrol – Falcon Field Squadron Hangar
MD Helicopter
Kelly Hangar

DEER VALLEY AIRPORT
Cutter Aviation Hangar
Terminal Masterplan
Cutter Aviation - Hangar Modifications / Remodeling
Civil Air Patrol – Deer Valley Airport Squadron Hangar

Mr. Waltenburg is a highly experienced architectural professional with over 25 years of experience in the industry. Throughout his career, he has worked on all phases of building types, including design, construction document preparation, construction administration, and post-construction evaluations. His ability to leverage technology and software to streamline workflows and improve design accuracy is a valuable asset. Overall, Mr. Waltenburg's extensive experience and technical expertise make him a highly capable and versatile architectural professional.

SCOTT WALTENBURG

ASSOCIATE AIA, LEED AP

Principal / Director of Design

Years of Experience
Total: 25 years | Firm: 19 years

Education
University of Arizona
BS, Architecture

Certifications and Registrations
Arizona License No. 36768
California License No. C33334
Texas License No. 25426
NCARB Certification No. 72716
American Institute of Architects
LEED Accredited Professional

Relevant Project Experience (Partial List)

MURFREESBORO AIRPORT
New Aiport Terminal

SKYBRIDGE AIRZONA
Lot 108
Lot 109

MESA HANGARS
Falcon Drive Hangar
Falcon Tech Part Masterplan

AVIATION HERITAGE MUSEUM
Aviation Museum

JACKSON CRAIG
Building One

CITY OF LONG BEACH
Long Beach Hangar

Mr. Klipfel specializes in coordinating both the in-house architectural team and the outside consultants to ensure that client goals are met with precision and efficiency. With extensive experience in managing multidisciplinary teams, he excels in bridging the gap between diverse expertise, aligning design, engineering, and construction efforts with the client's vision. His leadership ensures seamless collaboration between in-house staff and external consultants, fostering effective communication and problem-solving throughout the project lifecycle.

GLENN KLIPFEL
Project Manager

Years of Experience
Total: 25 years | Firm: 5 years

Education
University of Buffalo
BS, Architecture

University of Buffalo
BA, Geology

Relevant Project Experience (Partial List)

PHOENIX-MESA GATEWAY AIRPORT
Lot 107 Hangar Structure
Lot 108 Aviation Industrial
Lot 109 Aviation Industrial

FALCON FIELD AIRPORT
Mesa Hangar Phase I , II and III
Civil Air Patrol – Falcon Field Squadron Hangar

DEER VALLEY AIRPORT
Cutter Aviation Hangar
Cutter Aviation - Hangar Modifications / Remodeling
Civil Air Patrol – Deer Valley Airport Squadron Hangar

Mr. Saunders' project architecture skills include a focused effort in coordinating the work of the entire design and engineering team, channeling and directing the flow of project information, and constant communication with the owner. His experience covers every aspect from site planning and design, to programming, space planning, code research and analysis, project management, contract negotiation, and contract administration.

JOHN SAUNDERS
AIA, LEED AP BD+C
Project Architect

Years of Experience
Total: 50 years | Firm: 3 years

Education
University of Illinois
Bachelors Architecture
Master of Architectural Studies

Certifications and Registrations
American Institute of Architects
LEED Accredited Professional
Illinois LIcense No 001-009498

Relevant Project Experience (Partial List)

PHOENIX-MESA GATEWAY AIRPORT
Lot 108 Aviation Industrial
Lot 109 Aviation Industrial

FALCON FIELD AIRPORT
Mesa Hangar Phase III
Civil Air Patrol – Falcon Field Squadron Hangar
Kelly Hangar

DEER VALLEY AIRPORT
Cutter Aviation Hangar
Civil Air Patrol – Deer Valley Airport Squadron Hangar

Highlight all experience at Regional or Non-Hub Commercial Service Airports.

Highlight all Hangar Construction projects using CMAR and/or Design, Bid, Build (DBB) delivery methods.

Cutter Aviation

Deer Valley Airport
Phoenix, AZ

Spanning a total of 64,774 square feet on a 2.6-acre site, these hangars serve as a vital asset for aircraft storage and maintenance, tailored to accommodate a variety of aviation needs.

Design Features:

Hangar Doors: Each hangar is equipped with 140-foot wide doors that operate as counterbalanced single units, allowing for a full opening time of just 45 seconds.

Climate Control: All hangars are conditioned, ensuring optimal temperature and humidity levels for aircraft safety and maintenance. Additionally, high-volume-low-speed (HVLS) fans provide enhanced cooling and air circulation.

Flooring and Walls: The hangars feature pristine white epoxy floors and walls, designed to reflect light and create a clean, bright environment. This not only improves visibility and safety but also simplifies maintenance and upkeep.

Safety and Fire Suppression: Safety is a top priority in the design of these hangars. A state-of-the-art SFFF (Super Low-Expansion Foam Fire Fighting) system will be installed, providing effective fire suppression capabilities tailored to the needs of aviation operations.

The new hangars at Deer Valley Airport elevate the operational efficiency of Cutter Aviation, providing an innovative and safe environment for aircraft storage and maintenance. Designed with quality and functionality in mind, these hangars represent a significant investment in the future of aviation services at Deer Valley Airport, accommodating the needs of a diverse range of aircraft while ensuring a superior experience for all users.

Project Owner Reference: Cutter Aviation

Construction Completion: 2023

Project Budget: $12.95MM

General Contractor: GCON

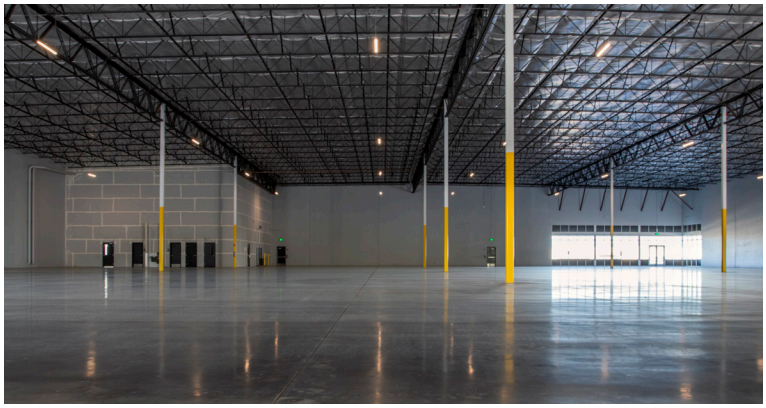
Delivery Method: Design/Build

ADM Group Personnel:

Jeffrey Flemming	Principal-in-Charge
Scott Waltenburg	Principal | Director of Design
Glen Klipfel	Project Manager
John Saunders	QA/QC Specialist

SkyBridge

Mesa, SkyBridge
Mesa, AZ



SkyBridge Arizona provides the Nation's first air cargo hub housing both Mexican and U.S. Customs and a premier destination for auto parts, food processing, and an e-commerce business center. The 363.5-acre mixed use development not only includes a joint U.S.-Mexico Customs inspections facility to streamline shipments to Mexico and beyond, but also offers over 1.35 million square feet of aeronautical development, 2.19 million square feet of non-aeronautical development, and 270,000 square feet of commercial development. The combination of land uses is key to SkyBridge Arizona's success and ability to spur important regional and local economic growth.

ADM Group completed the Master Plan for SkyBridge Arizona, a yearlong collaborative effort between SkyBridge Arizona, AECOM, and ADM Group. We continue to be involved in the project development which includes planning, development, and spec building design.

Project Owner Reference:
Mesa SkyBridge
Will Moseley
602.508.3565

Construction Completion: 10-year Development Plan

Project Budget: $400.0MM

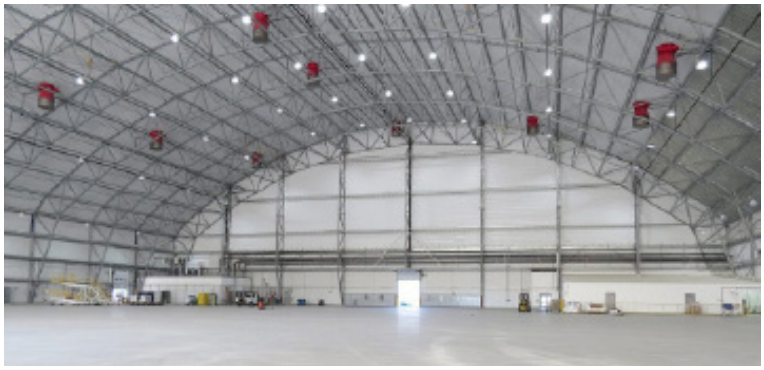
General Contractor:
Graycor Construction Company

Delivery Method: CM@Risk

ADM Group Personnel:
Jeffrey Flemming Director | Project Architect

AAR Corp Maintenance Repair & Overhaul Facility

AAR Corp & Chicago Rockford International Airport
Rockford, IL



The AAR facility's two insulated membrane-clad hangars each measure 300ft long with a 300ft clear span and 40ft sidewalls, culminating in a center height of 100ft. Each structure has five-panel, vertical-lift Assa Abloy Megadoors, with pivoting mullions, allowing for comfortable housing of aircraft as large as the Airbus A380. The hot-dip galvanized steel frame is clad with two-inch-thick Thermohall insulated fabric. Maintenance requirements are very low.

The vertical lifting Megadoors, with their exceptional seals, allow the facilities to be climate controlled cost effectively all year round. Complementing the curved membrane structures, the Megadoors' translucent fabric will also allow natural light in, creating a great work environment for the technicians, while minimizing lighting costs.

The new MRO facility, operated by AAR, is capable of servicing an Airbus 380 and Boeing 747 at the same time. The 200,000 square-foot facility is expected to operate 24 hours a day and will greatly expand the airport's infrastructure.

Project Owner Reference:
AAR Corp & Chicago Rockford International Airport

Construction Completion: 2018

Project Budget: $40.0MM

General Contractor:
Scandroli Construction

Delivery Method: CM@Risk

ADM Group Personnel:
Jeffrey Flemming Consulting Design Architect

B

Provide details of your observation of the existing conditions
- Describe the existing conditions of the site.
- What site constraints or challenges do you see with the existing site?

Existing Conditions of the Site:

The site for the proposed four-unit hangar building at Prescott Regional Airport (PRC) currently features a mix of existing aviation facilities, including the Bottleneck Hangars, which are situated on a relatively flat terrain. This area is characterized by established taxilanes, some paved surfaces, and existing utility infrastructure that services nearby hangars and buildings. The overall environment is typical of a regional airport, showcasing both functional aviation space and surrounding access roads leading to the university complex.

Site Constraints or Challenges:

1. **Soil Conditions:** The Prescott area has varied soil conditions, including clay and rocky substrates, which may impact earth-moving operations, grading, and foundation design. Conducting a geotechnical assessment will be essential to address these factors during construction.
2. **Drainage and Stormwater Management**: Given existing drainage systems in the vicinity, ensuring effective stormwater management is crucial. Our new construction will need to integrate with or adapt the current drainage solutions to avoid flooding or water pooling, especially considering elevations in the site.
3. **Utilities Integration:** While there is existing utility infrastructure in the area, the integration of new utilities for the restroom facility and wash rack will require careful planning. Coordination with utility providers is necessary to ensure that capacity meets increased demands without disrupting existing services.
4. **Proximity to Adjacent Developments**: The site's proximity to the developing Embry-Riddle Aeronautical University Safety and Aviation Facilities (ERAU SAFE) Complex presents both an opportunity for synergistic use but also potential disruption or restrictions during construction activities, as operations at the university may need to be considered.
5. **FAA Requirements:** Compliance with FAA guidelines and regulations is paramount. The existing conditions will need to be evaluated to ensure that any improvements align with safety and operational standards set forth by the FAA.

Describe your understanding of the Key Project Elements
- Grading and Utilities
- Horizontal, surface and underground improvements

Understanding of the Key Project Elements

Grading and Utilities:

1. **Grading:** The project will involve leveling the site to prepare for the construction of the new hangar and associated facilities. This will likely include cut and fill operations to achieve the necessary elevations for drainage and to establish suitable building pads for the hangar and wash rack.
2. **Utilities:** The design will require coordination to extend water, sewer, and electrical lines to the new facilities. Existing utility assessment has indicated available services, but additional connections and enhancements may be necessary to accommodate the increased load from new facilities.

Horizontal, Surface, and Underground Improvements:

1. **Horizontal Improvements:** This includes the development which facilitates movement around the hangars. The design will focus on optimizing traffic flow and improving access while adhering to FAA design regulations.
2. **Surface Improvements:** The paving of new surfaces for the hangar area, and the wash rack will be critical for operational efficiency. Attention will be given to materials used for durability, especially considering Prescott's climatic conditions.
3. **Underground Improvements:** The design will incorporate drainage systems—both surface and underground—to manage stormwater effectively. This ensures that runoff from the hangar site is contained and directed to appropriate drainage areas, minimizing

C

TAB C | Approach to Planning Including Innovating Ideas

Describe your firm's project management approach and team organization during design and construction phase services. Describe systems used for planning, scheduling, estimating, and managing construction.

SCHEDULE ADHERENCE

WE HAVE NEVER MISSED A PROJECT DEADLINE IN OUR 32 YEAR HISTORY.

In the first few weeks of the design process, we will have met with Stakeholders to determine their expectations including a Schedule. Our design team will develop in detail a Comprehensive Design & Engineering Schedule which will include the typical design phases i.e. Programming, Schematic Design (SD), Design Development (DD), Construction Documents (CD), GMP Phase, Substantial Completion Date, and Final Completion Date.

INSPECTION

OUR TEAM MAKES ITSELF AVAILABLE 24/7 IN ORDER TO MEET YOUR PROJECT GOALS.

Our Construction Administration process includes regular site visits with documented Field Reports each time we are onsite in order to communicate concerns, identify irregularities, and ensure adherence to drawings and specifications.

QUALITY ASSURANCE

WE STRIVE TO NOT ONLY MEET, BUT EXCEED YOUR EXPECTATIONS.

Our ADM Group process for Quality Control includes Design, Constructibility, and Budget Reviews at each stage in the design process. Each Principal will review Construction Documents at each phase with "fresh eyes" to make sure our Construction Documents and Specifications are of the highest quality. Our engineering consultants have committed the same process on their side of the design.

OVERALL MANAGEMENT OF COST SAVINGS

WE TREAT YOUR DOLLARS AS IF THEY WERE OUR DOLLARS.

At ADM Group, we understand the definition of Value Engineering and it is NOT cutting scope to obtain a cost savings. ADM Group performs our own in-house Value Engineering throughout the design stage to ensure adherence to budget. Due to our construction background, as well as 32 years of design experience, we are able to reduce costs when necessary without adversely affecting the quality of the job.

OVERALL MANAGEMENT OF CONSTRUCTION PHASE

WE WILL INCLUDE OWNER REVIEWS, SCHEDULE VERIFICATION, BUDGET VERIFICATION, AND VALUE ENGINEERING AT EACH PHASE.

Our process begins with an Owner Kickoff Meeting to ensure we understand all expectations. Our process at this stage also includes a Fact Finding Meeting to uncover any pitfalls. Once we have determined all data required for the project, we will have a Consultant Kickoff Meeting to review expectations, schedule, coordination details, abnormalities, or other relevant coordination issues. Our team conducts Weekly Consultant Coordination Meetings to ensure all questions are answered in a timely fashion. Once a Contractor is brought onboard, we will conduct a Kickoff Meeting to bring them up to speed on the project. The Contractor will be invited to all meetings thereafter.

Our team's philosophy with respect to the service we provide to each and every client is:

- ***Always listen to the needs of our clients;***
- ***Provide designs that enhance and foster aesthetics, efficiency and a phased construction approach;***
- ***Offer design options which can be supported financially and functionally;***
- ***Respond with a sense of urgency;***
- ***Present solutions;***
- ***Actively support the community they serve!***

WORKING ON AN ACTIVE SITE

We understand public safety, pedestrian traffic control and separation from construction activities, maintaining infrastructure, i.e., water, sewer, electric, HVAC, fire alarm, intercom, communications, with minimal disruption, and separation of construction activities. In all cases, communication between on-site personnel and construction personnel is imperative for success and proper planning of all activities.

SAFETY

New construction / renovations must not impact daily activities including walking safely to/from buildings, parking lots, etc. Construction zones shall be isolated to ensure safe pedestrian walkways and to minimize any direct contact between construction trades and staff/community members.

PARKING AND LAYDOWN

During the planning of a project, the general contractor, along with the architect, owner's rep and client personnel must discuss where construction workers will park; where materials will be stored; and where deliveries will be taken. All of this is an effort to minimize disruption to an ongoing project site.

CONTINUOUS COMMUNICATION

We cannot emphasize enough importance of 360 degree communication to make sure all parties involved on the project are well informed at all times to minimize surprises. Good communication is the cornerstone of building trust. We listen to our clients and partner with the community to create personalized services that develop long-term relationships, cultivate innovation, and exceed expectations.

Committed to Excellence through Partnership!

Describe the firm's understanding of FAA-related issues relating to construction; and the firms approach to address those issues.

ADM Group possesses a robust understanding and extensive experience in navigating FAA and ADOT Aeronautics regulations, policies, and procedures, including grant administration. Our firm has successfully undertaken significant projects at Mesa-Gateway Airport, Falcon Field Airport, Deer Valley Airport, and is presently engaged in endeavors at Prescott Regional Airport. Throughout these ventures, we have adeptly managed the intricacies of FAA and ADOT regulations under the National Environmental Policy Act (NEPA), including the completion of Environmental Assessments (EAs) and Environmental Impact Statements (EISs). Additionally, we have successfully obtained critical approvals such as Findings of No Significant Impact (FONSIs) and Categorical Exclusions (CATEX), showcasing our proficiency in regulatory compliance. Notably, ADM Group has secured multi-year grant allocations from the FAA, exemplified by our work on the terminal expansion at Chicago-Rockford International Airport. This process involved meticulous planning, documentation, and coordination to optimize federal funding utilization over several years.

Furthermore, ADM Group collaborates closely with the airport's civil engineering consultant to ensure a clear and uniform team approach when addressing the FAA. By maintaining open lines of communication and sharing relevant information, we facilitate seamless coordination between architectural design considerations and civil engineering requirements. This collaborative approach ensures that all aspects of the project align with FAA regulations and guidelines while maximizing efficiency and minimizing potential conflicts. Additionally, our joint efforts contribute to a cohesive and comprehensive submission to the FAA, enhancing the likelihood of obtaining necessary approvals in a timely manner.

ADM Group's expertise in grant administration further strengthens our ability to coordinate effectively with the airport's civil engineering consultant. Together, we navigate the intricacies of grant-funded projects and ensure compliance with FAA guidelines throughout all phases of the project. By leveraging our collective knowledge and experience, we uphold the highest standards of regulatory compliance and project excellence, ultimately delivering successful outcomes for our clients and the airport stakeholders."

Expanding further on our collaborative approach with the civil engineering consultant and providing specific examples of successful coordination efforts could offer additional insight into our comprehensive team approach and project management capabilities.

TAB D | Approach in Providing Cost Estimates, Value Engineering and GMP Development

The project has a critical deadline for the design phase completion. Describe your firm's approach to provide cost estimating, value engineering, and GMP development services during the design phase without impacting the schedule. Provide actual examples from your firm's past projects.

Approach to Cost Estimating, Value Engineering, and GMP Development Services

In recognition of the critical deadline for the design phase completion at Prescott Regional Airport, our firm adopts a proactive and collaborative approach to maintain efficiency while ensuring thorough cost estimating, value engineering, and Guaranteed Maximum Price (GMP) development services.

Phased Documents and Early Coordination:

Our strategy begins with the establishment of phased design documents that outline key milestones and deliverables. This structured approach allows for early identification of project elements and design requirements, facilitating timely input from all stakeholders, including airport, municipal, and FAA representatives.

We prioritize early coordination with the entire design and construction team, including the Construction Manager at Risk (CMAR), to streamline processes and mitigate potential delays. By conducting regular meetings and design review sessions, we ensure all team members are aligned and potential concerns are addressed promptly.

Early Release of Procurement:

To further expedite the schedule, we initiate early procurement processes for critical materials and components. This proactive measure allows us to secure necessary supplies in advance, reducing lead times and ensuring availability when the project receives approval.

An exemplary case of this approach is our successful work on the Mesa Hangar Development at Falcon Field Airport and Mesa Gateway Airport, where we strategically pulled key structures out of the Environmental Assessment submittal. By categorizing them under a Categorical Exclusion (CatEX), we were able to expedite the timeline, enabling us to bring these essential facilities to market more rapidly.

Value Engineering Initiatives:

Throughout the design phase, our focus on value engineering ensures that every design decision is assessed for cost-effectiveness without compromising quality. By applying innovative materials and construction methods, along with leveraging our historical data and insights from past projects, we strive to maximize functionality while minimizing costs. Our thorough understanding of local market conditions, accumulated through over 30 projects in Prescott, also aids in making informed decisions that align with budget constraints.

Overcoming Site Constraints and Challenges

Understanding the unique site constraints and challenges at PRC is fundamental to the successful execution of the hangar development project. Our approach integrates innovative planning with the collective expertise of the entire project team.

Collaborative Approach:

We emphasize collaboration among all stakeholders, including our engineering partner Dibble. Their historical knowledge of the Prescott Regional Airport is invaluable, as it allows us to navigate existing site conditions effectively. This collaboration ensures that decisions are informed by past experiences and local insights, helping to mitigate risks associated with the geographical and environmental factors present at the site.

Involving the architect in this process enhances our ability to visualize the project from the perspectives of the owner, operator, and tenants. This multidisciplinary approach fosters creative solutions that consider all user needs. For example, our work on the Cutter Aviation facility expansion in Prescott illustrates how we effectively integrated feedback from various stakeholders, resulting in a design that optimally utilizes the available space while enhancing operational efficiency.

Discuss how the firm's planning and innovative ideas will be utilized to overcome the site constraints or challenges that have been noted above.

Innovative Solutions:

By utilizing advanced modeling technologies, we can simulate various site conditions and test potential solutions before implementation, aiding in decision-making. This allows for early identification of any design adjustments needed to accommodate local regulations, environmental considerations, and operational requirements.

Moreover, by planning for future utility connections and drainage solutions, we ensure that the hangar can be seamlessly integrated into the existing infrastructure while tackling challenges like soil conditions and drainage management head-on.

Conclusion:

Through our structured approach to cost estimating, value engineering, and GMP development, combined with a collaborative solution-oriented mindset, we are poised to deliver the hangar development project at Prescott Regional Airport on time, without compromising quality or stakeholder satisfaction. By leveraging the collective expertise of our team, including invaluable local knowledge, we are confident in our ability to overcome site constraints and challenges, leading to an innovative and successful outcome.

TAB E | Experience of Other Key Personnel Assigned to Proejct

Statement of the firm's understanding of the purpose and scope of the project.

The purpose of the Hangar Development Program at Prescott Regional Airport (PRC) is to address the increasing demand for general aviation services and improve infrastructure critical for operational efficiency. This project encompasses the construction of a four-unit hangar building (approximately 14,880 square feet) and an 8,600-square-foot wash rack facility as part of the initial phase. The anticipated construction cost for this phase is estimated to be between $1.15 million and $1.35 million, with funding expected from the Federal Aviation Administration (FAA) through the Bipartisan Infrastructure Law (BIL) Airport Infrastructure Grants (AIG).

The scope of work includes:

- Designing and constructing a hangar building equipped with restroom facilities.
- Implementing taxiway improvements and extending utilities.
- Establishing an aircraft wash rack facility.
- Coordination with regulatory entities such as the FAA, the City of Prescott, and utility providers to ensure compliance and timely approvals.

Our firm intends to facilitate this project through a collaborative, phased approach, emphasizing early coordination, procurement strategies, and stringent adherence to deadlines to guarantee successful completion.

For each key person identified, list their length of time with the firm and comparable projects in which they have played a primary role. Provide the following:

- **Description of project**
- **Role of the person**
- **Project's original contracted construction cost and final construction cost**
- **Construction completion dates**
- **Project owner**

List any proposed consultants, including DBE's, and key staff names with the experience and qualifications of these individuals.

1. Project Architect: Jeff Flemming
   - Length of Time with Firm: 7
   - Comparable Projects: Cutter Aviation at Deer Valley Airport
   - Description of Project: Please see Project Sheet for details.
   - Role: Lead Architect responsible for conceptual design and client coordination.
   - Original Contracted Construction Cost: $12.95MM
   - Final Construction Cost: $12.95MM
   - Construction Completion Dates: 2023
   - Project Owner: CUtter Aviation

2. Civil/Survey Consultant: Duane Dana, PE Dibble Engineering
   - Length of Time with Firm: 22 years
   - Role: Civil Engineering Lead, overseeing site assessments and utility infrastructure design.
   - Project Experience: Extensive work at Prescott Regional Airport, particularly in roadway expansions and airport infrastructure assessments.
   - Notable Projects: Hangar Development Program at Prescott Regional Airport (PRC)
   - Description of Project: The initial phase of the Hangar Development Program at Prescott Regional Airport (PRC) includes a new four (4) unit hangar building approximately 14,880 square feet, located on the north side of the Bottleneck Hangars, east of Ruger Road, and south of the new Embry Riddle Aeronautical University (ERAU) SAFE Complex that is currently under construction.
   - Project Owner: Prescott Regional Airport

Proposed Consultants and Key Staff

Our project team will include established consultants known for their expertise in aviation-related projects, ensuring all aspects of the Hangar Development Program are executed to the highest standards:

Civil/Survey Consultant: Dibble Engineering

- Experience: Dibble Engineering has extensive experience in civil engineering and surveying specific to airport infrastructure. Their familiarity with local codes and conditions allows them to navigate site challenges efficiently.

Structural Engineer: PK Associates Consulting Structural Engineers, LLC

- Experience: With over 32 years in structural engineering, PKA has a proven track record of designing aviation facilities across various Arizona airports. Their comprehensive understanding of structural systems ensures optimal design solutions.

Mechanical, Electrical, and Plumbing Consultants: LSW Engineers

- Experience: LSW Engineers bring in-depth knowledge of MEP systems for aviation facilities, with over 225 completed projects at Phoenix Sky Harbor International Airport alone. Their historical expertise in meeting airport standards is invaluable for this project.

Geotechnical Consultant: Material Testing & Inspection (MTI)

- Experience: The selected geotechnical consultant will conduct thorough site assessments, providing crucial insights into soil conditions to inform foundation design and site preparation. Their prior experience with aviation projects ensures relevant recommendations.

In summary, our firm understands that the successful execution of the Hangar Development Program at Prescott Regional Airport hinges not only on meeting design and construction deadlines but also on fostering a collaborative environment among all project stakeholders. Each key personnel member brings a wealth of experience from notable projects, ensuring that we can navigate challenges effectively while maintaining quality and compliance with FAA and local standards.
The team's collective background, coupled with the contributions of our specialized consultants, positions us well to deliver a successful project that meets both the immediate needs of PRC and supports its long-term vision for growth and enhancement in aviation services. We are committed to thorough planning, innovative solutions, and effective stakeholder communication throughout the project lifecycle.

Discuss what Good Faith initiatives the firm intends to deploy to encourage DBE participation.

Good Faith Efforts (GFE) are actions taken to ensure meaningful participation of Disadvantaged Business Enterprises (DBEs) in projects. Here are several initiatives ADM Group deploys to encourage DBE participation:

1. Outreach & Relationship Building
   - ADM Group hosts networking events to connect with DBE firms and build long-term partnerships.
   - We attend and support DBE events organized by industry associations or government agencies.
   - Our team enlists a DBE database with potential partners for future projects.
2. Strategic Partnerships & Mentorship
   - We strive to form joint ventures or strategic alliances with DBE firms to enhance their qualifications for larger projects.
   - Our leadership offers mentorship programs to provide guidance on business development, technical expertise, and project management.
   - ADM Group provides technical assistance in areas like proposal writing, BIM software training, or compliance with project requirements.
3. Procurement & Contracting Adjustments
   - We unbundle large contracts into smaller, more manageable scopes of work to allow DBE firms to participate.
   - ADM Group strives to establish clear DBE inclusion goals as part of our projects.
4. Internal Commitment & Accountability
   - We designate a DBE liaison within the firm to oversee outreach efforts and compliance.
   - As a minority owned business, ADM Group incorporates DBE goals into our strategy and ensure leadership commitment to inclusion.
   - We track and report DBE participation to evaluate and improve our efforts over time.

Outline past DBE experience, highlighting participation success.

Established 32 years ago by our two founders— a minority Hispanic American and a Caucasian woman— their combined expertise has evolved into a firm of over 30 dedicated professionals today. We have consistently identified with the mission of promoting diversity and inclusivity within our work. Our transition to an Employee Stock Ownership Plan (ESOP) in 2023 further solidifies our commitment to fostering an equitable workplace while supporting diverse businesses.

Our dedication to the DBE program extends beyond mere compliance; it reflects our core values. For instance, in our project for the Blackwater Community School— a Tribally-Controlled School serving grades K-5 located within the Gila River Indian Community (GRIC)— we intentionally selected a consultant with a deep understanding of tribal symbolism and community needs. Our landscape architect and cultural advisor, who is also the firm's owner, provided invaluable insights into the Akimel O'Otham culture, ensuring that our design was both respectful and inclusive of local heritage.

For the Prescott Regional Airport Hangar Project, we are pleased to include the geotechnical services of Material Testing & Inspections, LLC (MTI), a local DBE firm. MTI is an accredited laboratory recognized as a Disadvantaged Business Enterprise (DBE), Women-Owned Business Enterprise (WBE), and Small Business Enterprise (SBE). Established in 2008, with its main office and laboratory in Prescott, Arizona, along with a branch in Peoria, Arizona, MTI has built a solid reputation for excellence in construction material testing, special inspection, and geotechnical consulting.

MTI serves a diverse range of sectors including commercial, educational, healthcare, infrastructure, institutional, industrial, manufacturing, residential, retail, transit, and transportation projects for both private and public clients. Their steadfast commitment to quality, safety, and economical solutions makes them an invaluable partner for our team in the Prescott Regional Airport project.

We are confident that our approach not only meets the DBE requirements established by the City of Prescott but also fosters a collaborative environment that enhances project outcomes and supports the local community. By prioritizing inclusivity and leveraging local expertise, we aim to set a standard for excellence in delivering the Hangar Development Program at PRC.

G

TAB G | General Information

Provide a general description of the firm that is proposing to provide the services. Explain the legal organization of the proposed contractor/team. Provide an organization chart showing key personnel.

ADM Group's philosophy is continuity from design through construction administration. The same design professionals working on your project during the assessment, planning, and construction document preparation are the same people that you will see during construction administration and by your side throughout the project. That's consistency from beginning to end of your project!

COMPANY NAME
ADM Group, Inc.

ADDRESS
2100 West 15th Street
Tempe, AZ 85281

TELEPHONE NUMBER
480.285.3800

FAX NUMBER
480.285.3801

LEGAL ORGANIZATION
ADM Group is an "S" Corporation.

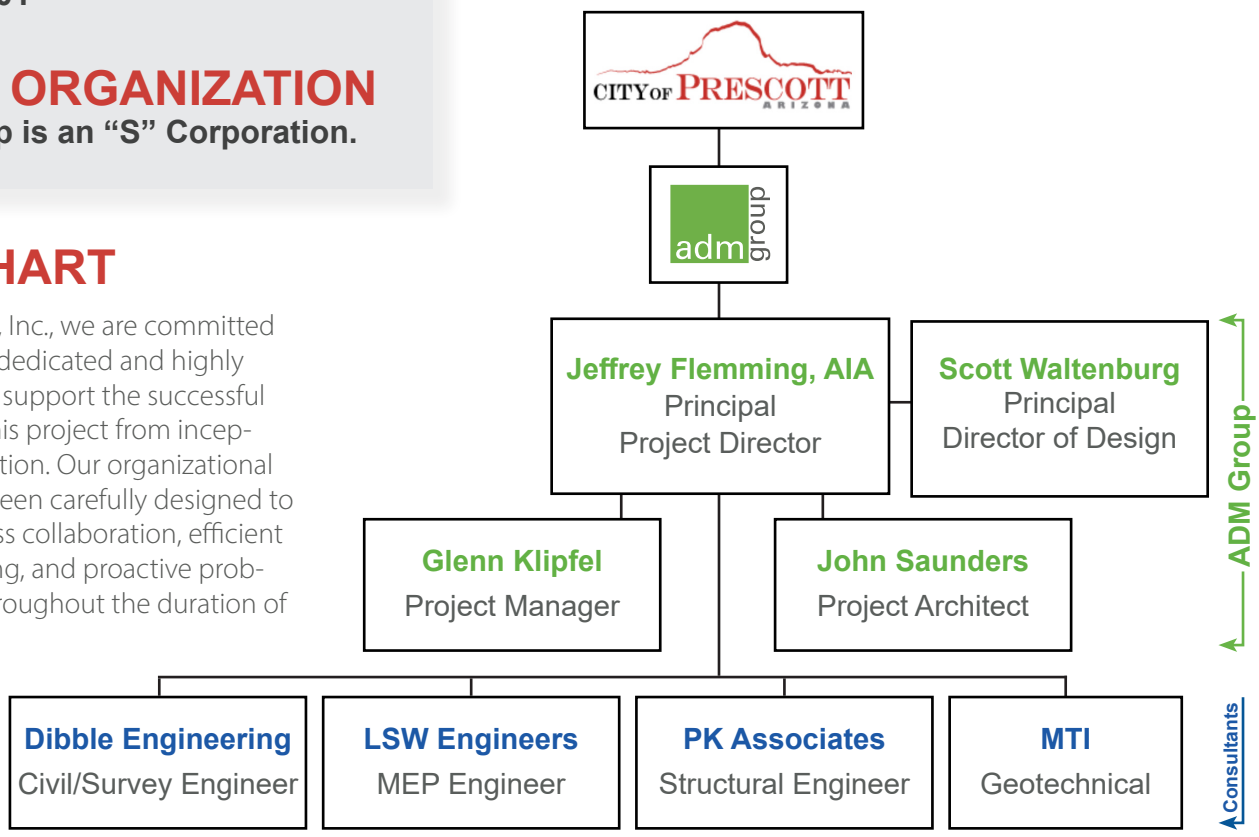
ARCHITECTURAL SERVICES

ADM Group, Inc. brings a wealth of expertise in designing comprehensive facilities that support a diverse range of functions. Our portfolio includes the design of aviation-related spaces such as hangars and operational areas, administrative offices and support spaces, as well as dynamic learning environments, including traditional classrooms, lecture halls, laboratories, and specialized technical teaching facilities. Additionally, we create media and technology rooms, collaborative meeting spaces, culinary arts centers, fine and performing arts venues, dining and multipurpose areas, and both indoor and outdoor athletic facilities.

Recognizing the value of efficiency and integrated solutions, ADM Group, Inc. serves as a trusted, full-service resource—a true "One-Stop-Shop" for architectural and design needs. We take great pride in our ability to deliver innovative, functional, and inspiring environments and look forward to the opportunity to serve the City of Prescott.

ORG CHART

At ADM Group, Inc., we are committed to providing a dedicated and highly skilled team to support the successful execution of this project from inception to completion. Our organizational structure has been carefully designed to ensure seamless collaboration, efficient decision-making, and proactive problem-solving throughout the duration of your project.



Professional Services Agreement

Exhibit B – Insurance Requirements

The Professional 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 the following coverage:

4. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

General Aggregate	$ 2,000,000	
Products – Completed Operations Aggregate	$ 2,000,000	(if applicable)
Personal and Advertising Injury	$ 1,000,000	(if applicable)
Each Occurrence	$ 1,000,000	
Fire Legal Liability (Damage to Rented Premises)	$ 100,000	(if applicable)

   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 of the activities performed by, or on behalf of the Professional."

5. Professional Liability (Errors and Omissions Liability)

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

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

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

6. Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	$ 1,000,000

Prior to commencing work under this Agreement, the Professional shall provide City with evidence that it is either a "self-insured employer" or a "carrier insured employer" for Workers'

Compensation as required by A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

Additional Insurance Requirements: The policies shall include, or be endorsed to include the following provisions:

2. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

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

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City 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.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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 A.R.S. § 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

Verification of Coverage: Professional 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. Please note the contract number on the Certificate.

Professional Services Agreement
Exhibit C – Unique Compliance with Specific Government Provisions

If the City must comply with specific government provisions (e.g. Federal or State terms or provisions) that must be included in subcontracts, please attach here as Exhibit C.

ATTACHMENT C
SUBCONTRACTOR SELECTION PLAN

The firm shall submit a proposed subcontractor selection plan based on the following guidelines. The final approved subcontractor selection plan may be amended as agreed to by both the City and the CMAR.

1.1 MAJOR SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS

1.1.1 The selection of major subcontractors and major suppliers may occur prior to submission of a GMP proposal. Major subcontractors may be selected based on qualifications or a combination of qualifications and price. Subcontractors shall not be selected based on price alone. Except as noted below, the selection of major subcontractors and suppliers is the responsibility of the CMAR. In any case, the CMAR is solely responsible for the performance of the selected subcontractors and suppliers.

1.1.1.1 The CMAR will prepare a subcontractor/supplier selection plan and submit the plan to the City for approval. This subcontractor selection plan shall identify those subcontractor trades anticipated to be selected by qualifications only per Section 1.1.2 and those subcontractor trades anticipated to be selected by qualifications and competitive bid in accordance with Section 1.1.3. This plan will also identify those subcontractors that will not be selected through a formalized qualifications-based selection process. The subcontractor selection plan must be consistent with the selection requirements included in this Contract.

1.1.2 Selection by qualifications only: The City may approve the selection of a subcontractor(s) or suppliers(s) based only on their qualifications when the CMAR can demonstrate it is in the best interest of the Project.

1.1.2.1 Qualification based selection of a subcontractor(s) or supplier(s) should only occur during the design phase to achieve maximum benefit of the subcontractors' involvement prior to the submittal of the GMP proposal.

1.1.2.2 The CMAR shall apply the approved subcontractor selection plan in the evaluation of the qualifications of a subcontractor(s) or supplier(s) and provide the City with its review and recommendation.

1.1.2.3 The CMAR must receive City approval of the selected subcontractor(s) and supplier(s).

1.1.3 The CMAR will negotiate costs for services and supplies from each subcontractor and supplier selected under this method.

1.1.4 Selection by qualifications and competitive bid: The CMAR shall apply the subcontractor selection plan in the evaluation of the qualifications of a subcontractor(s) or supplier(s) and provide the City with its process to prequalify prospective subcontractors and suppliers. All Work for major subcontractors and major suppliers shall then be competitively bid to the prequalified subcontractors unless a subcontractor or supplier was selected

pursuant to paragraph 1.1.2 above. Competitive bids may occur prior to or after the GMP proposal(s).

1.1.4.1 If the City objects to any nominated subcontractor or supplier or to any self-performed Work for good reason, the CMAR will nominate a substitute subcontractor or supplier that is acceptable to the City.

1.1.4.2 The CMAR will distribute Drawings and Specifications, and when appropriate, conduct a pre-bid conference with prospective subcontractors and suppliers.

1.1.4.3 If the CMAR desires to self-perform certain portions of the Work, it will request to be one of the approved subcontractor bidders for those specific bid packages. The CMAR's bid will be evaluated in accordance with the process identified below. If events warrant and the City concurs that in order to ensure compliance with the Project Schedule and/or cost, the CMAR may self-perform Work without bidding or re-bidding the Work.

1.1.4.4 The CMAR shall request the prequalified subcontractors to provide a detailed bid for the services requested. The subcontractor bid, provided on the subcontractors' letterhead, shall contain sufficient information (i.e. unit costs/amounts) to allow an evaluation of the reasonableness of bid costs. The CMAR shall receive, open, record and evaluate the bids. The apparent low bidders will be interviewed to determine the responsiveness of their proposals. In evaluating the responsiveness of bid proposals the CMAR, in addition to bid price, may consider the following factors: past performance on similar projects, qualifications and experience of personnel assigned, quality management plan, approach or understanding of the Work to be performed, and performance schedule to complete the Work. The final evaluation of subcontractor and supplier bids will be done with the City in attendance to observe and witness the process. The CMAR will resolve any subcontractor or supplier bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

1.1.5 The CMAR will be required to prepare two different reports on the subcontracting process.

1.1.5.1 Within fifteen (15) calendar days after each major subcontractor and supplier bid opening process, the CMAR will prepare a report for the City's review and approval identifying the recommended subcontractors or suppliers for each category of Work. The report will provide: 1) the name of the recommended subcontractor or supplier and the amount of the subcontractor or supplier bid for each sub-agreement, 2) the sum of all recommended subcontractor and supplier bids received, 3) a copy of the bids received from each subcontractor, and 4) trade work and its cost that the CMAR intends to self-perform, if any.

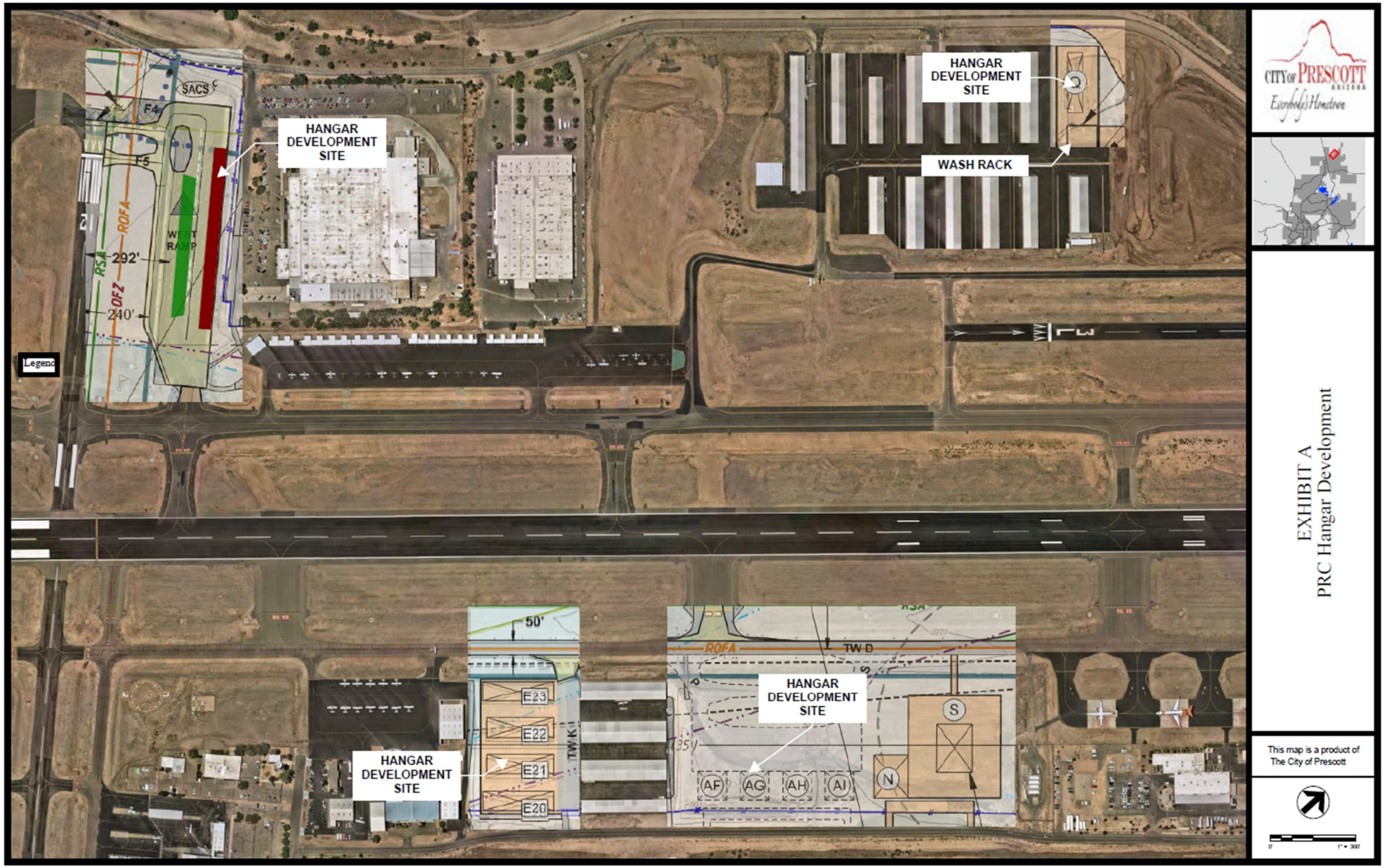
1.1.5.2 Upon completion of the subcontractor and supplier bidding process, the CMAR shall submit a summary report to the City of the entire subcontractor and supplier selection process. The report will indicate, by bid process, all subcontractors and suppliers contacted to determine interest, the subcontractors and suppliers solicited, the bids received, and costs negotiated, and the recommended subcontractors and suppliers for each category of Work.

1.1.6 The approved subcontractors and suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.

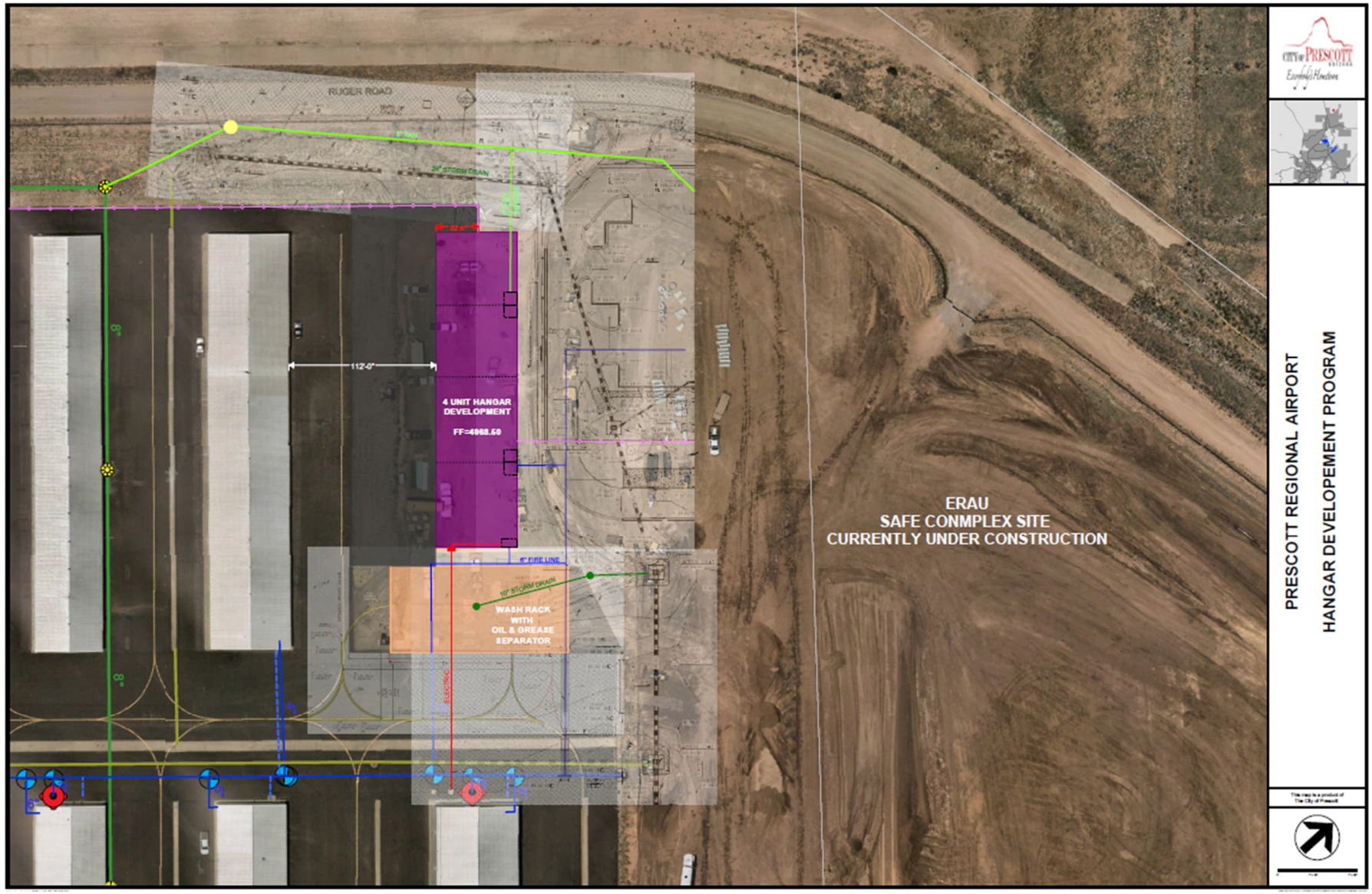
1.1.7 If after receipt of sub-bids or after award of subcontractors and suppliers, the City objects to any nominated subcontractor or supplier or to any self-performed work for good reason, the CMAR will nominate a substitute subcontractor or supplier, preferably if such option is still available, from those who submitted subcontractor bids for the Work affected. Once such substitute subcontractor and supplier are consented to by the City, the CMAR's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

1.1.8 Promptly after receipt of the Notice of Intent to Award, the City will conduct a pre- award conference with the CMAR and other project team members. At the pre-award conference, the CMAR will (a) review the nominated slate of subcontractors and suppliers and discuss any concerns with or objections that the City has to any nominated subcontractor or supplier; (b) discuss City concerns relating to any proposed self-performed work; (c) review the CMAR’s proposed Contract Price for the Work during the construction phase; (d) discuss the conditions, if any, under which the City will agree to leave any portion of the remaining CMAR Contingency within the Contract Price for the construction phase Work; (e) resolve possible time frames for the Date of Commencement of the Contract Time for the construction phase Work; (f) schedule the pre-construction conference; and (g) discuss other matters of importance.

ATTACHMENT D
SITE LOCATIONS



INTIAL SITE PHASE



2

ATTACHMENT E
DBE REQUIREMENTS / FORMS

A. Applicable Federal Regulations

This Contract is subject to DBE requirements issued by USDOT in 49 CFR Part 26. Despite the lack of a race-and gender-conscious DBE participation goal for the design-phase Contract, the Sponsor must track and report DBE participation that occurs as a result of any procurement, JV, goods/services, or other arrangement involving a DBE. For this reason, the Successful Submitter shall provide all relevant information to enable the required reporting.

B. DBE Participation

For the design-phase contract solicitation, the Sponsor has *not* established a race- or gender-*conscious* DBE participation goal. In accordance with the PRC DBE Program, a race and gender-neutral goal may be established for the construction phase contract for this project. The Sponsor extends to each individual, firm, vendor, supplier, contractor, and subcontractor an equal economic opportunity to compete for business. The Sponsor uses race- and gender-*neutral* measures to facilitate participation by DBEs and Small Businesses. The Sponsor *encourages* each Submitter to voluntarily subcontract with DBEs and Small Businesses to perform part of the work—a Commercially Useful Function—that Submitter might otherwise perform with its own forces.

C. Small Business Participation

The Sponsor will track the participation of all approved businesses throughout the life of this contract. The Sponsor will count Small Business participation as authorized by federal regulations. A summary of these regulations can be found at www.ecfr.gov (49 CFR Part 26.39).

D. DBE Certification

Only firms (1) certified by the Sponsor or another AZUCP member, and (2) contracted to perform a Commercially Useful Function on scopes of work for which they are certified, may be considered to determine DBE participation resulting from RGN measures on this Contract. This DBE determination affects the Sponsor's tracking and reporting obligations to USDOT.

E. Civil Rights Assurances

As a recipient of USDOT funding, the Sponsor has agreed to abide by the assurances found in 49 CFR Parts 21 and 26. Each Contract signed by the Sponsor and the Successful Submitter, and each Subcontract signed by the Successful Submitter and a Subcontractor, must include the following assurance *verbatim*:

"The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, sex, or creed in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Parts 21 and 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result

in the termination of this contract or such other remedy as the City of Prescott deems appropriate."

Note: For purposes of the required Contract and Subcontract language above, Successful Submitter is the "contractor" awarded the contract.

F. Submittal Requirements

With the response to the Request for Statements of Qualifications, proposer is required to submit evidence of efforts to solicit DBE/SBE participation for the design-phase contract, including:

1. Listing of all proposed DBE/SBE team members, if any.
2. DBE/SBE certifications held by proposed DBE team members, if any.
3. Documentation of DBE/SBE outreach efforts to solicit DBE participation.

This documentation should be submitted as an appendix to the SOQ, labeled: "DBE/SBE Documentation"

The DBE documentation will not count against the page limit of the SOQ.

G. Guidance Concerning Good Faith Efforts

I. When procuring construction, equipment, services, or any other purpose, the submitting applicant of a RSOQ must, make sufficient good faith efforts to meet the DBE requirements. Their submission can meet this requirement in either of two ways. First, they can meet the requirements, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it does not meet the requirements, the submitter can document adequate good faith efforts. This means that the applicant must show that they took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation the Sponsor (City of Prescott) contract goal requirement, Part 26 requires that good faith efforts are performed. City shall make a fair and reasonable judgment whether an applicant's submission does not meet the goal made adequate good faith efforts. The city will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made, based on the regulations and the guidance as outlined.

The efforts employed by the applicant should be those that one could reasonably expect someone to take if there are submitting a RSOQ actively and aggressively trying to obtain DBE participation sufficient to meet the DBE requirements. Mere pro forma efforts are not good faith efforts to meet the DBE RSOQ requirements. The determination concerning the sufficiency of the applicant's good faith efforts is a judgment call. Determinations should not be made using quantitative formulas.

III. A RSOQ submission does not require the applicate to meet a contract goal (*i.e.*, obtain a specified amount of DBE participation) in order to be awarded a contract, even though

the applicants submission makes an adequate good faith efforts showing. This rule specifically prohibits the city from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which the city will consider as part of your good faith efforts to obtain DBE participation. It is not intended to be a checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A.

1. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

2. The applicant should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. Their submission should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D.

1. Negotiating in good faith with interested DBEs. It is the applicant’s responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

2. An applicant using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself a sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E.

1. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph should be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

2. A prime contractor's inability to find a replacement DBE at the original price is not sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the City of Prescott or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to aid in the recruitment and placement of DBEs.

H. In determining whether an applicant has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, the city will review the performance of other applicants in meeting the contract goal. For example, when the apparent successful applicant fails to meet the contract goal, but others meet it, the city will reasonably raise the question of whether, with additional efforts, the apparent successful applicant could have met the goal. If the apparent successful applicant fails to meet the goal but meets or exceeds the average DBE participation obtained by other applicants, the city may view this, in conjunction with other factors, as evidence of the

apparent successful applicant having made good faith efforts. As provided in § 26.53(b)(2)((vi), city will require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the applicant when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

I. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts except in design-build procurement.

ATTACHMENT E continued:

DEMONSTRATION OF GOOD FAITH EFFORTS OR GOOD FAITH EFFORT PLAN

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____The bidder/offeror is committed to a minimum of_____% DBE utilization on this contract.

_____The bidder/offeror (if unable to meet the DBE goal of_____%) is committed to a minimum of

_____% DBE utilization on this contract and submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ _____

(Signature) Title

DEMONSTRATION OF GOOD FAITH EFFORTS

FORM 2: LETTER OF INTENT *Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.*

Name of bidder/offeror's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name & title of DBE firm's AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm:

Description of Work	*NAICS*	*Dollar Amount / %**	*Manufacturer/Regular Dealer/Distributor/Broker***

**Percentage is to be used only in negotiated procurements*
***For DBE suppliers only, state how the DBE will perform. For dealer/distributor/broker, Form 3 must be included.*

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is $ _____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

_____ Date: _____
Signature of Bidder/Offeror's Authorized Representative

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above and is properly certified to be counted for DBE participation, therefore.

_____ Date: _____
Signature of DBE's Authorized Representative

If the bidder/offeror does not receive award of the prime contract, all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be invalid. Submit this page for each DBE subcontractor.

FORM 3: DBE Regular Dealer/Distributor Affirmation Form

OMB Approval Pending 04/17/2024

U.S. Department of Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.
DISCLAIMER: This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below. If "NO" Continue.)

a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characterisics (aka specialty items)?
☐ YES ☐ NO **(If "YES," Go to Question 2. If "NO" Continue.)**

b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?
☐ YES ☐ NO* **(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. STOP here. Read and sign the affirmation below.**

***If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)**

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?
☐ YES ☐ NO[1]

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. STOP here. Read and sign the affirmation below.)

[1] If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility) ? ☐ YES[2] ☐ NO[3]

a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ? ☐ YES[2] ☐ NO[3]

[2] If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

[3] If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

ATTACHMENT F
FEDERAL REQUIREMENTS

CONTRACTORS AND SUBCONTRACTORS ON PUBLIC BUILDINGS OR AIRPORT FACILITIES FINANCED IN WHOLE OR IN PART BY LOANS OR GRANTS FROM THE UNITED STATES

SECTION I – CONSTRUCTION PHASE DAVIS BACON COMPLIANCE

The CMAR shall comply with "Federal Davis Bacon and Related Acts" in accordance with 29 CFR Part 3 and 29 CFR Part 5 as applicable for the construction phase contract. Prior to bidding to subcontractors, the CMAR shall obtain the effective federal wage determination to be included in all subcontracts.

SECTION II – FEDERAL REQUIREMENTS

Lobbying and Influencing Federal Employees. No Federal appropriated funds shall be paid, by or on behalf of the CMAR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant. If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the CMAR shall complete and submit Standard Form-LLL, "Disclosure of Lobby activities," in accordance with its instructions.

Trade Restriction. The CMAR and subcontractors, by submission of the Statement of Qualifications, certifies that it is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR); has not knowingly entered into any contract or subcontract for this contract with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; and has not procured any product nor subcontracted for the supply of any product for use on the contract that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a CMAR or subcontractor who is unable to certify to the above. If the CMAR knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the CMAR agrees that, if awarded a contract resulting from this solicitation it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The CMAR may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CMAR shall provide immediate written notice to the Sponsor if the CMAR learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous

by reason of changed circumstances. The subcontractor agrees to provide written notice to the CMAR if at any time it learns that its certification was erroneous by reason of changed circumstances.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a CMAR is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Debarment, Suspension, Ineligibility and Voluntary Exclusion. The CMAR and its subcontractors, by submission of its Statement of Qualifications (SOQ) certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting its SOQ that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CMAR or any lower tier participant is unable to certify this statement, it shall attach an explanation to its SOQ.

Buy American Preference. The CMAR certifies by submission of its Statement of Qualifications, that it will comply with Buy American preferences established under Title 49.

U.S.C. Section 50101. Unless formally approved by the Federal Aviation Administration, all acquired steel and manufactured products installed must be produced in the United States. Be advised that the North American Free Trade Agreement does not apply to Aviation Improvement projects.

Equal Employment Opportunity. The CMAR agrees that it will undertake affirmative action in conformance with 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment, contracting or leasing activities covered in 14 CFR Part 152, Subpart E. The CMAR assures that no person will be excluded on such grounds from participating in or receiving the services or benefits of any program or activity covered by Subpart E. The CMAR further agrees that it will require its covered suborganizations to provide assurances to the CMAR that they similarly will undertake affirmative action and that they will require like assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E.

If the CMAR is a construction contractor on the Airport, the CMAR shall submit to the City of Prescott the reports required by paragraph (e) of 14 C.F.R. § 152.415, on the same basis as stated in paragraph (e) of 14 C.F.R. § 152.415, and the CMAR shall require each subcontractor to submit the reports required by paragraph (f) of 14 C.F.R. § 152.415 through the CMAR to the City of Prescott, for transmittal by the City of Prescott to the FAA.

Non-Segregated Facilities. The CMAR and its subcontractors, by submission of the Statement of Qualifications certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. The CMAR certifies further that it will not maintain or provide for its employees segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

Federal Affirmative Action Requirements. The CMAR will comply with the federal Affirmative Action requirements as provided by 14 C.F.R. Part 152, subpart E during the term of the contract and the CMAR will require its subcontractors to also comply with the federal Affirmative Action requirements as set out above, and as may be amended. Failure of the CMAR and its subcontractors to maintain compliance during the term of the contract, including renewal options, is a material breach and may result in termination of the contract.

The selected CMAR should expect to comply with the Arizona State Statutes Title 34.

FAA
Airports

Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects

(Issued on May 24, 2023)

Contents

CURRENT CHANGES 3
CONTRACT GUIDANCE 4
1. PURPOSE OF THIS DOCUMENT 4
2. SPONSOR ACTIONS 4
3. TYPICAL PROCUREMENT STEPS 5
4. APPLICABILITY MATRIX FOR CONTRACT PROVISIONS 6
APPENDIX A – CONTRACT PROVISIONS 1
A1 ACCESS TO RECORDS AND REPORTS 1
A2 AFFIRMATIVE ACTION REQUIREMENT 2
A3 BREACH OF CONTRACT TERMS 5
A4 BUY AMERICAN PREFERENCE 6
A5 CIVIL RIGHTS - GENERAL 16
A6 CIVIL RIGHTS – TITLE VI ASSURANCE 18
A7 CLEAN AIR AND WATER POLLUTION CONTROL 27
A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 28
A9 COPELAND "ANTI-KICKBACK" ACT 30
A10 DAVIS-BACON REQUIREMENTS 32
A11 DEBARMENT AND SUSPENSION 39
A12 DISADVANTAGED BUSINESS ENTERPRISE 41
A13 DISTRACTED DRIVING 45
A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 46
A15 DRUG FREE WORKPLACE REQUIREMENTS 47
A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO) 48

A17 **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)** 55
A18 **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES** 56
A19 **PROHIBITION OF SEGREGATED FACILITIES** 58
A20 **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970** 60
A21 **PROCUREMENT OF RECOVERED MATERIALS** 61
A22 **RIGHT TO INVENTIONS** 63
A23 **SEISMIC SAFETY** 64
A24 **TAX DELINQUENCY AND FELONY CONVICTIONS** 66
A25 **TERMINATION OF CONTRACT** 68
A26 **TRADE RESTRICTION CERTIFICATION** 72
A27 **VETERAN'S PREFERENCE** 74
A28 **DOMESTIC PREFERENCES FOR PROCUREMENTS** 75

Current Changes

Item	Change
Editorial update made to the January 23, 2023 version (effective May 24, 2023)	The link on page 35 was updated to reflect changes to the Department of Labor website.
Editorial updates made to the November 17, 2022 version (effective January 23, 2023)	Pages 7, 16, 19, 20, 25, and 42 of Appendix A were edited to correct grammatical mistakes, update internal document links, and correct the name of the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

Contract Guidance

Purpose of this Document

1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates federal contract provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program (AIP). The source of requirements addressed within this document are identified within the section for each individual clause.

2) **While this document is intended to assist Sponsors with their compliance efforts, it does not alter or modify the terms of any applicable statute or regulation, is not a substitute for reading the regulation and the applicability matrix, and each corresponding document section, nor does it constitute legal advice.**

3) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.

4) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

1) Terminology:

5) The term **"Sponsor"** is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a "recipient" of federal assistance when receiving AIP or other FAA grant funds.

6) The term **"Owner"** of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.

7) For purposes of determining requirements for contract provisions, the term **"contract"** includes professional services, and subcontracts and supplier contracts such as purchase orders.

8) The term **"contractor"** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).

    a. The term **"bid"** is understood to mean a bid, an offer, or a proposal.

    b. The term **"applicant"** is understood to mean the following in different contexts**:**

9) For the Equal Employment Opportunity (EEO) clause, the term **"applicant"** means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).

        i. For all other clauses, the term **"applicant"** means a bidder, offeror, or proposer for a contract.

Sponsor Actions

In general, Sponsor's actions consistent with obligations:

10) Include in its procurements the provisions that are applicable to its project.

11) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A Sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.

12) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a Sponsor must use.

    (a) Mandatory Language – Whenever a clause or provision has mandatory text, the Sponsor must incorporate the text of the provision without change, except where specific adaptive input is necessary (e.g., such as the Sponsor's name).

13) No Mandatory Language – For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some Sponsors may have standard procurement language that is equivalent to those federal provisions. In these cases, Sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.

14) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).

15) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.

16) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.

17) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

Typical Procurement Steps

The typical procurement steps in a project are:

1) Solicitation, Request for Bids, or Request for Proposals – This is also called the Advertisement or Notice to Bidders.

2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications, and related project documents.

3) Bid/Proposal Evaluation – Period when Sponsor tabulates, reviews, and evaluates all proposals for bid responsiveness and bidder responsibility.

4) Award – Point when the Sponsor formally awards the contract to the successful bidder.

5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement with bidder to perform services or provide goods.

Applicability Matrix for Contract Provisions

Table 1 Matrix summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the Sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the Sponsor may incorporate references in the solicitation in lieu of including the entire text.

Sponsors are responsible for reviewing both the Matrix and each corresponding section to determine applicability of specific contract provisions.

Meaning of cell values in table below:

- Info –Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD – Provision the Sponsor must incorporate into procurement documents.

Table 1 – Applicability of Provisions

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
Access to Records and Reports	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Affirmative Action Requirement	$10,000	**REQD**	Limited	**REQD**	Limited	Limited	n/a
Breach of Contract	$250,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Buy American Preferences	$ 0	**REF**	Limited	**REQD**	**REQD**	Limited	n/a
(1) Buy American Statement	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
(2) Construction	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
(3) Equipment/Building Projects	$ 0	NIS	Limited	**REQD**	**REQD**	Limited	n/a
Civil Rights – General	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
Civil Rights - Title VI Assurances	$ 0	**REF**	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(1) Notice - Solicitation	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(2) Clause - Contracts	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
(3) Clause – Transfer of U.S. Property	$ 0	NIS	n/a	n/a	n/a	Limited	**REQD**
(4) Clause – Transfer of Real Property	$ 0	NIS	n/a	n/a	n/a	**REQD**	**REQD**
(5) Clause - Construct/Use/Access to Real Property	$ 0	NIS	n/a	n/a	n/a	**REQD**	**REQD**
(6) List – Pertinent Authorities	$0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**
Clean Air/Water Pollution Control	$150,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Contract Work Hours and Safety Standards	$100,000	NIS	Limited	**REQD**	Limited	Limited	n/a
Copeland Anti-Kickback	$ 2,000	NIS	Limited	**REQD**	Limited	Limited	n/a
Davis Bacon Requirements	$ 2,000	**REF**	Limited	**REQD**	Limited	Limited	n/a
Debarment and Suspension	$25,000	**REF**	**REQD**	**REQD**	**REQD**	Limited	n/a
Disadvantaged Business Enterprise	$ 250,000	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Distracted Driving	$10,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Domestic Preferences for Procurements	$0	**NIS**	**REQD**	**REQD**	**REQD**	**REQD**	Info
Equal Employment Opportunity	$10,000	NIS	Limited	**REQD**	Limited	Limited	n/a
(1) EEO Contract Clause	$10,000	NIS	Limited	**REQD**	Limited	Limited	n/a
(2) EEO Specification	$10,000	NIS	Limited	**REQD**	Limited	Limited	n/a
Federal Fair Labor Standards Act	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	Info
Foreign Trade Restriction	$ 0	**REQD**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Lobbying Federal Employees	$ 100,000	**REF**	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Occupational Safety and Health Act	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	Info
Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment	$0	**NIS**	**REQD**	**REQD**	**REQD**	**REQD**	Info
Prohibition of Segregated Facilities	$0	NIS	Limited	**REQD**	Limited	Limited	n/a
Recovered Materials	$10,000	**REF**	Limited	**REQD**	**REQD**	Limited	n/a
Right to Inventions	$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Seismic Safety	$ 0	NIS	Limited	Limited	Limited	n/a	n/a
Tax Delinquency and Felony Conviction	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Termination of Contract	$10,000	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a
Veteran's Preference	$ 0	NIS	**REQD**	**REQD**	**REQD**	**REQD**	n/a

Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.

2. Airport Sponsors must include the appropriate Civil Rights – Title VI language in their solicitation notices when they seek proposals for concessions.

3. For ACDBE agreements, use the column for *Non-AIP Contracts*.

Appendix A – CONTRACT PROVISIONS

A1 ACCESS TO RECORDS AND REPORTS

A1.1 SOURCE

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

A1.2 APPLICABILITY

2 CFR § 200.334 requires a Sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.337 establishes that Sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the Sponsor's contracts and subcontracts of AIP funded projects.

Contract Types – The Sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the Sponsor prefers to use different language, the Sponsor's language must fully satisfy the requirements of 2 CFR §§ 200.334 and 200.337.

A1.3 MODEL CONTRACT CLAUSE

ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

A2.1 SOURCE

41 CFR Part 60-4

Executive Order 11246

A2.2 APPLICABILITY

Minority Participation. Sponsors are required to set goals for minority participation in AIP funded projects exceeding $10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a Sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "Participation Goals for Minorities and Females". EAs and SMSAs span state boundaries. A Sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

Female Participation. Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

Contract Types –

Construction – The Sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed $10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

Equipment – The Sponsor must incorporate this notice in any equipment project exceeding $10,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g., firefighting and snow removal vehicles).

Professional Services – The Sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds $10,000. Examples include installation of monitoring systems (e.g., noise, environmental, etc.).

Property/Land – The Sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds $10,000. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – **MANDATORY TEXT**. The Sponsor must:

(a) Incorporate the text of this provision in its solicitations without modification.
(b) Incorporate the applicable minority participation goal and the covered area by geographic name.
(c) Not simply insert a reference to the 1980 Federal Register Notice.

A2.3 MANDATORY SOLICITATION CLAUSE

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	**[*Sponsor must insert established goal*]**
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated

starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is **[*Sponsor must insert** state, county, and city*]**.**

A3 BREACH OF CONTRACT TERMS

A3.1 SOURCE

2 CFR Part 200, Appendix II(A)

A3.2 APPLICABILITY

This provision requires Sponsors to incorporate administrative, contractual or legal remedies in the event that a contractor violates or breaches contract terms. The Sponsor must also include appropriate sanctions and penalties.

Contract Types – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is $250,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200. Select either "contractor" or "consultant" as applicable.

A3.3 MODEL CONTRACT CLAUSE

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [*Contractor | Consultant*] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [*Contractor | Consultant*] written notice that describes the nature of the breach and corrective actions the [*Contractor | Consultant*] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the [*Contractor | Consultant*] must correct the breach. Owner may proceed with termination of the contract if the [*Contractor | Consultant*] fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

A4.1 SOURCE

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

A4.2 APPLICABILITY

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

1) Applying the provision is not in the public interest.
2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

1) Applying the domestic content procurement preference would be inconsistent with the public interest (a “public interest waiver”);
2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material**.**

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

Note: The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

Required Documentation

The FAA Buy American Requests. All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

Proprietary Confidentiality. Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

Timing of Waiver Requests. Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

The Buy American Notice of Determination (NOD) Process. The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA's website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

Buy American Conformance Lists. The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at www.faa.gov/airports/aip/buy_american/. Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

Facility Waiver Requests. For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

Contract Types –

Construction and Equipment – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

Professional Services – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

Property – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

Use of Provisions – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully comply with 49 USC § 50101 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.
- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

A4.3 MODEL SOLICITATION CLAUSES

A4.3.1 Certification of Compliance with FAA Buy American Preference Statement

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,[1] U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

[1] Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

A4.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing iron, steel and manufactured products produced in the United States;

b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.

c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
b) To faithfully comply with providing U.S. domestic products.
c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
d) Certify that all construction materials used in the project are manufactured in the U.S.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To the submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "facility/project." The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
d) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bids and/or offers;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A4.3.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:

a) Only installing steel and manufactured products produced in the United States;
b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
b) To faithfully comply with providing U.S. domestic product.
c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.

c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (**Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver – The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
b) At minimum two comparable equal bidders and/or offerors;
c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

A5 CIVIL RIGHTS - GENERAL

A5.1 SOURCE

49 USC § 47123

A5.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

Contract Types – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all Sponsor contracts *regardless* of funding source.

Use of Provision – **MANDATORY TEXT**. Each contract must include two civil rights provisions. The first general clause must be included in all contracts, lease agreements, or transfer agreements. An additional specific provision must be included; the applicable text is based on whether the contract is a general contract or whether the contract is a lease or transfer agreement. The Sponsor must incorporate the text of the appropriate general clause and specific clause without modification into the contract, lease, or transfer agreement.

The required clauses for each type of contact are summarized in the table below:

Contract Clause	**The Sponsor must include the contract clause in:**	**Clause Text is Included in Paragraph**
Clause that is used for all contracts, lease agreements and transfer agreements	Every contract or agreement **regardless of funding source**.	A5.3.1
Clause that is used for general contract agreements	This applies to all contracts that do not involve property agreements. It applies to all contracts not covered by A5.3.3 **regardless of funding source**.	A5.3.2
Clause that is used for lease agreements and transfer agreements	This applies to all property agreements such leases of concession space in a terminal and leases where a physical portion of the airport is transferred for use. It applies to all contracts not covered by A5.3.2 **regardless of funding source**.	A5.3.3

A5.3 MANDATORY CONTRACT CLAUSES

A5.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5.3.2 Specific Clause that is used for General Contract Agreements

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A5.3.3 Specific Clause that is used for Lease Agreements or Transfer Agreements

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

A6.1 SOURCE

49 USC § 47123

FAA Order 1400.11

A6.2 APPLICABILITY

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation Order DOT 1050.2, Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the Sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

A6.2.1 Applicability of Title VI Solicitation Notice

Contract Clause	**The Sponsor must include the contract clause in:**	**Clause Text is Included in Paragraph**
Title VI Solicitation Notice – • Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(d) of the Airport Sponsors Assurances	1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and 2) All Sponsor proposals for negotiated agreements **regardless of funding source.**	A6.3.1
Title VI Clauses for Compliance with Nondiscrimination Requirements • Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(e)(1) of the Airport Sponsor Assurances	Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence). It has been determined that service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements must include this clause.	A6.4.2

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Required Clause for Property Interests Transferred from the United States • Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30e.3 of the Airport Sponsor Assurances	As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor. This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract.	A6.4.3
Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program – • Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(e)(4)(a) of the Airport Sponsor Assurances	As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility. It applies to agreements not covered by A6.4.4.	A6.4.4
Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program • Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(e)(4)(b) of the Airport Sponsor Assurances	In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program This applies to agreements such as leases of concession space in a terminal not covered by A6.4.3.	A6.4.5

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI List of Pertinent Nondiscrimination Acts and Authorities • Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses • Assurance 30(e)(2) of the Airport Sponsor Assurances	Insert this list in every contract or agreement, unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence. **This list can only be omitted if the FAA has determined that the contractor or company is already subject to substantively identical nondiscrimination requirements.**	A6.4.1 **List must be included in all applicable contracts.**

A6.3 MANDATORY SOLICITATION CLAUSE

The Sponsor must include this clause in:

1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
2) All Sponsor proposals for negotiated agreements **regardless of funding source.**

A6.3.1 Title VI Solicitation Notice

Title VI Solicitation Notice:

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

A6.4 MANDATORY CONTRACT CLAUSES

A6.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

A6.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance

The Sponsor must include this contract clause in:

1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and

2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.

3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A6.4.3 Title VI Clauses for Deeds Transferring United States Property

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances:

NOW, THEREFORE, the Federal Aviation Administration as authorized by law and upon the condition that the (***Title of Sponsor***) will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), for the **(Airport Improvement Program or other program for which land is transferred),** and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC §§ 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (***Title of Sponsor***) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (***Exhibit A attached hereto or other exhibit describing the transferred property)*** and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (***Title of Sponsor***) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (***Title of Sponsor***), its successors and assigns.

The (***Title of Sponsor***), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (***Title of Sponsor***) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

A6.4.4 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee,

licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (***Title of Sponsor***) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (***Title of Sponsor***) will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A6.4.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (***Title of Sponsor***) pursuant to the provisions of the Airport Improvement Program grant assurances.

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (***Title of Sponsor***) will have the right to terminate the (license,

permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***Title of Sponsor***) will there upon revert to and vest in and become the absolute property of (***Title of Sponsor***) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

A7 CLEAN AIR AND WATER POLLUTION CONTROL

A7.1 SOURCE

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

A7.2 APPLICABILITY

Contract Types – This provision is required for all contracts and lower tier contracts that exceed $150,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

A7.3 MODEL CONTRACT CLAUSE

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed $150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

A8.1 SOURCE

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

A8.2 APPLICABILITY

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 USC §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

Contract Types –

Construction – This provision applies to all contracts and lower tier contracts that exceed $100,000, and employ laborers, mechanics, watchmen, and guards.

Equipment – This provision applies to any equipment project exceeding $100,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

Professional Services – This provision applies to professional service agreements that exceed $100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

Property – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

Use of Provision – **MANDATORY TEXT.** Sponsors must incorporate this text without modification.

A8.3 MANDATORY CONTRACT CLAUSE

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND "ANTI-KICKBACK" ACT

A9.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

A9.2 APPLICABILITY and PURPOSE

The Copeland (Anti-Kickback) Act (18 USC § 874 and 40 USC § 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

Contract Types –

Construction – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed $2,000.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed $2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles).

Professional Services –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate the Copeland Anti-kickback provision.

Property –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 CFR Part 5.

A9.3 MODEL CONTRACT CLAUSE

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A10 DAVIS-BACON REQUIREMENTS

A10.1 SOURCE

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

A10.2 APPLICABILITY

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

Contract Types –

Construction – Incorporate into all construction contracts and subcontracts that exceed $2,000 and include funding from the AIP.

Equipment – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed $ 2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor's plant (e.g., SRE and ARFF vehicles)

Professional Services – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds $2,000, the PSA must incorporate this clause.

Property – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding $2,000.

Fencing Projects – Fencing projects that exceed $2,000 must include this provision.

Use of Provision – **MANDATORY TEXT.** 29 CFR part 5 establishes specific language a Sponsor must use. The Sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

A10.3 MANDATORY CONTRACT CLAUSE

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by

the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at

the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the

journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

A11 DEBARMENT AND SUSPENSION

A11.1 SOURCE

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

A11.2 APPLICABILITY

The Sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally-assisted projects. The Sponsor accomplishes this by:

1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;

2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and

3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

Contract Types – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed $25,000. This includes contracts associated with land acquisition projects.

Use of Provision – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, Sponsor may substitute "bidder/offeror" with "consultant."

A11.3 MODEL BID/PROPOSAL CERTIFICATION CLAUSES

A11.3.1 Bidder or Offeror Certification

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11.3.2 Lower Tier Contract Certification

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

A12.1 SOURCE

49 CFR Part 26

A12.2 APPLICABILITY

A Sponsor that anticipates awarding $250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (49 CFR § 26.21). The approved DBE program will identify a 3-year overall program goal that the Sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (49 CFR § 26.45).

Contract Types – Sponsors with a DBE program on file with the FAA must include the following provisions, if applicable:

1) Clause in all solicitations for proposals for which a contract goal has been established,
2) Clause in each prime contract, and
3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

Use of Provision –

1. *Solicitations with a DBE Contract Goal* – No mandatory language provided. 49 CFR §26.53 requires a Sponsor's solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. The Sponsor may require the contractor's submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.
2. *Solicitations Relying on Race/Gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy requirements for a Sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Assurance for Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED**. Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race/gender neutral means (i.e., no DBE contract goal). Section 26.13 of 49 CFR establishes mandatory language for contractor assurance. The Sponsor must not modify the language. Part 26 of 49 CFR requires Sponsors ensure this clause also flows down into subcontracts (i.e., must be included verbatim in subcontracts).

4. *Prompt Payment for Contracts Covered by DBE Program* – No mandatory language provided. Section 26.29 of 49 CFR requires Sponsors to include a contract clause requiring prompt payment to subcontractors no later than thirty (30) days after the prime contractor receives payment from the Sponsor. The requirement applies to all subcontractors, not just DBEs. The prompt payment language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, such as a specific clause identified in the Sponsor's approved DBE program plan, the Sponsor's revised language must fully satisfy these requirements.
5. *Termination of DBE Subcontractors on Contracts with a DBE Contract Goal* - No mandatory language provided. Section 26.53 of 49 CFR prohibits unauthorized removal or replacement of DBE firms listed in response to a solicitation that had a DBE contract goal and sets forth the specific enforcement mechanism recipients must include in prime contracts. The language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement.
6. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

A12.3 REQUIRED PROVISIONS

A12.3.1 Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of **responsiveness**:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of **responsibility**:
The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
2) A description of the work that each DBE firm will perform;
3) The dollar amount of the participation of each DBE firm listed under (1);
4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

A12.3.2 Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

A12.3.3 Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –
The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

A13 DISTRACTED DRIVING

A13.1 SOURCE

Executive Order 13513

DOT Order 3902.10

A13.2 APPLICABILITY

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

Contract Types – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR § 200.320 (currently set at $10,000).

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements.

A13.3 MODEL CONTRACT CLAUSE

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A14.1 SOURCE

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

A14.2 APPLICABILITY

Sponsors and subgrant recipients are prohibited from using AIP grant funds to:

a) Procure or obtain,
b) Extend or renew a contract to procure or obtain, or
c) Enter into a contract to procure or obtain certain covered telecommunications equipment.

These restrictions apply to telecommunication equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

Contract Types – The Sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's revised language must fully satisfy these requirements. Sponsor may substitute "Contractor and subcontractor" with "Consultant and sub-consultant" for professional service agreements.

A14.3 MODEL CERTIFICATION CLAUSE

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS

A15.1 SOURCE

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

A15.2 APPLICABILITY

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does ***not*** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

Contract Types – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the Sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

Use of Provision – No mandatory or recommended text provided because the requirements do not extend beyond the Sponsor level.

A15.3 CONTRACT CLAUSE

None.

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

A16.1 SOURCE

2 CFR Part 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

A16.2 APPLICABILITY

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally-assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds $10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Contract Types –

Construction – The Sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

Equipment – The Sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

Professional Services – The Sponsor must include contract and specification language into all professional service agreements as required above.

Property – The Sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

Use of Provision – **MANDATORY TEXT.** 41 CFR § 60-1.4 provides the mandatory ***contract*** language. 41 CFR § 60-4.3 provides the mandatory ***specification*** language. The Sponsor must incorporate these clauses without modification.

A16.3 MANDATORY CONTRACT CLAUSE

A16.3.1 EEO Contract Clause

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

A16.3.2 EEO Specification

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS

1. As used in these specifications:

   a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

   b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

   d. "Minority" includes:

      (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

      (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor,

where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to

and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

A17.1 SOURCE

29 USC § 201, et seq

2 CFR § 200.430

A17.2 APPLICABILITY

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

Contract Types – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

> *Professional Services* – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor's agreement with a professional services firm must include the FLSA provision.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 USC § 201, et seq. The Sponsor must select *contractor* or *consultant*, as appropriate for the contract.

A17.3 MODEL SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor | Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor | Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

A18.1 SOURCE

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

A18.2 APPLICABILITY

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Contract Types – The Sponsor must incorporate this provision into all contracts exceeding $100,000.

Use of Provision – **MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the Sponsor must use. The Sponsor must incorporate this provision without modification.

A18.3 MANDATORY CERTIFICATION CLAUSE

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

A19.1 SOURCE

2 CFR Part 200, Appendix II(C)

41 CFR Part 60-1

A19.2 APPLICABILITY

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

Contract Types – AIP Sponsors must incorporate the Prohibition of Segregated Facilities clause (41 CFR § 60-1.8) in any contract containing the Equal Employment Opportunity clause of 41 CFR § 60-1.4. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

> *Construction* – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
>
> *Equipment* – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor's manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.
>
> *Professional Services* – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include the installation of noise monitoring equipment.
>
> *Property/Land* – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include demolition of structures or installation of boundary fencing.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 41 CFR Part 60-1.

A19.3 MODEL CONTRACT CLAUSE

PROHIBITION OF SEGREGATED FACILITIES

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The

Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A20.1 SOURCE

29 CFR Part 1910

A20.2 APPLICABILITY

Contract Types – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 29 CFR Part 1910.

A20.3 MODEL CONTRACT CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

A21.1 SOURCE

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

A21.2 APPLICABILITY

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the Sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Contract Types – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000.

Construction and Equipment – Include this provision in all construction and equipment projects.

Professional Services and Property – Include this provision if the agreement includes procurement of a product that exceeds $10,000.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200.

A21.3 MODEL CONTRACT CLAUSE

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

6) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or

7) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS

A22.1 SOURCE

2 CFR Part 200, Appendix II(F)

37 CFR Part 401

A22.2 APPLICABILITY

Contract Types – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work.* This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work.*

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

A22.3 MODEL CONTRACT CLAUSE

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

A23 SEISMIC SAFETY

A23.1 SOURCE

49 CFR Part 41

A23.2 APPLICABILITY

Contract Types – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

Professional Services– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Construction – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

Equipment – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

Land – This provision will not typically apply to a property/land project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 CFR part 41.

A23.3 MODEL CONTRACT CLAUSE

A23.3.1 Professional Service Agreements for Design

SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A23.3.2 Construction Contracts

SEISMIC SAFETY

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

A24.1 SOURCE

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

A24.2 APPLICABILITY

The Sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

Contract Types – This provision applies to all contracts funded in whole or part with AIP.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of DOT Order 4200.6.

A24.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not ( ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not ( ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must

provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

A25.1 SOURCE

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

A25.2 APPLICABILITY

Contract Types – All contracts and subcontracts in excess of $10,000 must address *termination for cause* and *termination for convenience* by the Sponsor. The provision must address the manner (i.e., notice, opportunity to cure, and effective date) by which the Sponsor's contract will be affected and the basis for settlement (e.g., incurred expenses, completed work, profit, etc.).

Use of Provision –

Termination for Convenience – No mandatory text provided. The Sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

Termination for Cause – No mandatory text provided. The Sponsor must include a clause for termination for cause (includes default). The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

Equipment, Professional Services, and Property – No mandatory text provided. The Sponsor may use their established clause language provided that it adequately addresses the intent of 2 CFR Part 200 Appendix II(B), which addresses termination for cause and for convenience.

A25.3 MODEL CONTRACT CLAUSES

A25.3.1 Termination for Convenience

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A25.3.2 Termination for Default

TERMINATION FOR CAUSE (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

TERMINATION FOR CAUSE (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party

initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

   Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

   In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and

all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

A26.1 SOURCE

49 USC § 50104

49 CFR Part 30

A26.2 APPLICABILITY

Unless waived by the Secretary of Transportation, Sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

Contract Types – The trade restriction certification and clause apply to all AIP funded projects.

Use of Provision – **MANDATORY TEXT.** 49 CFR Part 30 prescribes the language for this model clause. The Sponsor must include this certification language in all contracts and subcontracts without modification.

A26.3 MANDATORY SOLICITATION CLAUSE

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

A27.1 SOURCE

49 USC § 47112(c)

A27.2 APPLICABILITY

Contract Types – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans [as defined under § 47112(c)] only when they are readily available and qualified to accomplish the work required by the project.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 USC § 47112.

A27.3 MODEL CONTRACT CLAUSE

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 DOMESTIC PREFERENCES FOR PROCUREMENTS

A28.1 SOURCE

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

A28.2 APPLICABILITY

To the greatest extent "practicable," Sponsors must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U.S., including, but not limited to iron, aluminum, steel, cement, or other manufactured products.

Contract Types – Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

Use of Provision – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR § 200.322.

A28.3 MODEL CERTIFICATION CLAUSE

CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	Legal
ITEM #:	8.H
SUBJECT:	Approval of City Contract No. 2025-174 a Settlement Agreement with Hood Tech Aero-Corp, d/b/a TacAero.

ITEM SUMMARY

This item is for the approval of a settlement agreement with Hood-Tech Corp-Aero, d/b/a Tac-Aero to settle litigation.

BACKGROUND

Per instructions of the Council at February 25, 2025, Executive Session, the following Settlement Documents will resolve litigation pending in Yavapai County Superior Court, Case Number S1300CV202400726, captioned “HOOD-TECH CORP-AERO, INC. d/b/a TacAero, Plaintiffs vs. CITY OF PRESCOTT, a body politic and corporate, DOES I-X, Defendants.”

FINANCIAL IMPACT

The City will pay Plaintiff $492,000.00 to settle the case, with each side bearing its own costs and attorneys’ fees. In exchange for the City’s monetary payment to the Plaintiff, the City will receive ownership back of the ground lease property with all improvements (hangar) thereon.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2025-174

ATTACHMENTS

1. City Contrac tNo. 2025-174_TacAero Release
2. Tac_Aero Mutual Consent to Terminate Lease
3. TacAero Stipulation and Order of Dismissal

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement is executed effective this ___ day of _____, 2025, by Hood-Tech Corp-Aero, Inc. dba TacAero and the City of Prescott, a municipal corporation of the State of Arizona.

1.0 DEFINITIONS AND RECITALS

1.1 On or about July 31, 2024, Hood-Tech Corp-Aero, Inc., dba TacAero (alternatively referred to as "Plaintiff") filed a lawsuit in Yavapai County Superior Court against the City of Prescott, a municipal corporation of the State of Arizona (alternatively referred to as "Defendant" and/or "Defendant City of Prescott") asserting breach of contract, breach of covenant of good faith and fair dealing, declaratory judgement and equitable estoppel claims. The lawsuit is captioned as HOOD-TECH CORP-AERO, INC. dba TacAero, Plaintiffs vs. CITY OF PRESCOTT, a body politic and corporate, DOES I-X, Defendants, Yavapai County Superior Court, Case No. S1300CV202400726 (hereinafter, the "Lawsuit").

1.2 The Lawsuit relates to allegations of breach of contract, breach of covenant of good faith and fair dealing, declaratory judgment and equitable estoppel claims, in connection with a Lease Agreement (Contract No. 1994-124 and subsequent amendments thereto) between the Defendant City of Prescott and the Plaintiff Hood-Tech Corp-Aero, dba TacAero, governing a leasehold with improvements (hangar, etc.) located on the City of Prescott Regional Airport-Ernest A. Love Field, located in Prescott, Arizona.

2.0 PAYMENT

2.1 For and in consideration of the Release and other terms and conditions set forth herein, Defendant has agreed to pay Plaintiff the total sum of four hundred ninety two thousand dollars and zero cents ($492,000.00). The check, and/or a banking wire transfer, shall be made payable to Hood-Tech Aero-Corp, Inc. Defendant will issue payment to Plaintiff within thirty (30) days of approval of this Agreement by the Prescott City Council.

3.0 ACKNOWLEDGMENT OF PAYMENT AND GENERAL RELEASE

3.1 Plaintiff hereby acknowledges that upon receipt of the Payment referenced above, and in consideration thereof, Plaintiff hereby releases the Defendant, to include all of Defendants officers, officials, agents, representatives, and employees, from any and all claims, demands, causes of action of any kind whatsoever in connection with or relating to the Lawsuit, including but not limited to all claims for breach of contract, breach of covenant of good faith and fair dealing, declaratory judgment, equitable estoppel claims, lost rent claims, lost revenue claims, lost business opportunity claims, business interruption claims, any personnel or employment claims, legal expenses, and/or any other damages, even though presently unsuspected, and unknown injuries and/or damages, whether now known or unknown, fixed or contingent, suspected or unsuspected, and whether or not latent or patent, which have existed or may exist, or which directly or indirectly arise from, and/or relate in any way to the claims alleged by Plaintiff's in the Lawsuit.

3.2 The Defendant will fully release Plaintiff from any and all claims it has against Plaintiff, including breach of contract, code compliance issues against the Plaintiff, violations of Airport Rules and Regulations by the Plaintiff, deferred maintenance claims against the Plaintiff, Plaintiff's failure to make improvements consistent with the Lease and any counterclaims the City would have against the Plaintiff in the subject litigation.

3.3 As consideration for Payment by the Defendant to Plaintiff, Plaintiff will immediately terminate and forego any legal interest in the subject Lease and any property interests in the former Lease will automatically revert back to Plaintiff.

3.4 Both Parties will enter into a Mutual Consent Agreement to Terminate the Lease concurrent with the Prescott City Council's approval of this Release and Settlement Agreement, which will be effective upon the date of receipt of the settlement check referenced in Paragraph 2.1, by Plaintiff from Defendant. All property interests in the former Lease and ownership of all improvements on the Leasehold will automatically revert back to the Defendant. Any liabilities or obligations the Parties had to each other under the former Lease (City Contract No. 1994-124, as amended) will automatically terminate upon the effective date of of the Mutual Consent Agreement to Terminate the Lease.

4.0 OTHER TERMS AND CONDITIONS

4.1 Plaintiff executes this Release and Settlement Agreement acting upon its independent judgment and/or upon the advice of their legal counsel without any representations or inducements, express or implied, of any kind or nature, from Defendant, except as specifically set forth herein.

4.2 It is understood by Plaintiff that this Release and Settlement Agreement is entered into solely for purposes of compromise of disputed claims, and Plaintiff expressly agrees and acknowledges that Defendant has not admitted, and does not admit, any liability or obligation to Plaintiff. It is understood by Defendant that Plaintiff has not admitted, and does not admit, any liability of obligation to Defendant. It is understood that Defendant denies liability to Plaintiff and that Defendant has made the payment specified herein solely to avoid further litigation.

4.3 If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Release and Settlement Agreement.

4.4 This Release and Settlement Agreement, its validity, the construction of its terms and the interpretation of rights and duties hereunder, shall be governed and construed under the laws of the State of Arizona.

4.5 Plaintiff represents and warrants that it is duly and fully authorized to execute this Release and Settlement Agreement.

4.6 If any dispute shall arise regarding the enforcement of the terms and conditions of this Release and Settlement Agreement, the "prevailing party" shall be entitled to recover reasonable attorneys' fees and costs.

4.7 This Release and Settlement Agreement contains the entire release, payment and terms and/or conditions between Plaintiff and Defendant, and the terms of this Release and Settlement Agreement are contractual. The recitals set forth above are intended to be terms of the Release and Settlement Agreement, and not merely recitals, and are hereby expressly incorporated into the Release and Settlement Agreement by this reference.

4.8 No modification, amendment, or waiver of any of the provisions contained in this Release and Settlement Agreement shall be binding unless made in writing and signed by all parties and/or by their duly authorized officers or agents.

4.9 This Release and Settlement Agreement is not intended to, nor shall it be construed to create or confer any rights or benefits in anyone not a party referenced in the recitals herein, except as expressly provided herein.

4.10 Plaintiff further agree that the Lawsuit shall be dismissed with prejudice, each party bearing its own costs and fees.

[SPACE INTENTIONALLY LEFT BLANK]

THE FOREGOING IS AGREEABLE:

PLAINTIFF HOOD-TECH AERO, INC.:

Dated: _____

By: _____
Andreas Von Flowtow, President

STATE OF _____)
) ss.
County of _____)

On this, the ____ day of _____, 2025, before me, the undersigned Notary Public, appeared Andreas Von Flowtow, President of Hood-Tech Aero, Inc., dba TacAero, to me known (or satisfactorily proven) to be the persons who executed the foregoing instrument, and acknowledged that he executed the same as and for his free act and deed for the purposes therein contained.

WITNESS my hand and official seal.

_____
Notary Public

My Commission Expires:

_____

DEFENDANT CITY OF PRESCOTT:

Dated: _____

By: _____
PHILIP R. GOODE, Mayor

ATTEST:

_____
SARAH M. SIEP, City Clerk

APPROVED AS TO FORM:

_____
JOSEPH D. YOUNG, City Attorney

CITY CONTRACT NO. 1994-124, As Amended

MUTUAL CONSENT AGREEMENT TO TERMINATE LEASE

WHEREAS, the City of Prescott ("City") entered into a ground lease (City Contract No. 1994-124, as amended), dated August 2, 2017, with Hood-Tech Corp-Aero, Inc., dba TacAero ("TacAero"); and,

WHEREAS, both the City and Tac-Aero desire to mutually terminate Lease 1994-124, as amended, as part of an overall settlement of litigation in Yavapai County Superior Court cause number S1300CV202400726 (Hood-Tech Corp-Aero Inc. dba TacAero vs. City of Prescott, a body politic and corporate, DOES I-X).

NOW, THEREFORE, in consideration of the mutual covenants, promises and terms herein contained, and other valuable consideration, the sufficiency of which is acknowledged by the Parties, their successors and assigns, TacAero and the City agree as follows:

1. The Ground Lease (City Contract No. 1994-124, as amended), shall be automatically terminated upon the date of receipt of a four hundred ninety two thousand dollar and zero cents ($492,000.00) settlement payment to Hood-Tech Corp-Aero Inc. from the City of Prescott.

2. Upon Termination of the Lease, all property interests in the former ground lease (City Contract No. 1994-124, as amended), and ownership of all improvements upon the subject leasehold, shall automatically revert to the City.

3. Any and all former liabilities and responsibilities under the Lease (City Contract No. 1994-124, as amended) that each party had to the other, shall automatically terminate upon the effective date of this Mutual Agreement to Terminate Lease.

4. This Mutual Consent Agreement to Terminate Lease shall be read in concert with the Release and Settlement Agreement entered into between the City of Prescott and Hood-Tech Corp-Aero Inc. to settle the litigation filed in the Yavapai County Superior Court entitled Hood-Tech Corp-Aero Inc. dba TacAero vs. City of Prescott, a body politic and corporate, DOES I-X (S1300CV202400726).

5. This Agreement shall be governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the Parties have executed this Agreement on _____ of June, 2025.

CITY OF PRESCOTT:

_____

PHILIP R. GOODE, Mayor

ATTEST:

_____

SARAH M. SIEP, City Clerk

APPROVED AS TO FORM:

_____

JOSEPH D. YOUNG, City Attorney

HOOD-TECH AERO-CORP INC.

_____

ANDREAS VON FLOTOW, President

PRESCOTT LEGAL DEPARTMENT
201 North Montezuma Street, Ste 332
Prescott, Arizona 86301
(928) 777-1274

By: MATTHEW P. PODRACKY
AZ State Bar No. 019254
matt.podracky@prescott-az.gov

Attorney for Defendant City of Prescott

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF YAVAPAI

HOOD-TECH CORP-AERO INC. dba TacAero, Plaintiffs, v. CITY OF PRESCOTT, a body politic and corporate; DOES I-X, Defendants.	No. S1300CV202400726 **STIPULATION AND [PROPOSED] ORDER OF DISMISSAL WITH PREJUDICE**

Comes Now the Parties, undersigned, and agree to stipulate as follows:

The Parties have reached full and final settlement of all claims in the above-captioned action.

The Parties agree that this matter should be dismissed with prejudice and without an award of costs or attorneys' fees.

The Parties agree that good cause exists for the dismissal of this matter.

The Parties move the Court to dismiss this action and attach the following proposed Order of Dismissal with Prejudice.

RESPECTFULLY SUBMITTED this _____ day of _____, 2025.

CITY OF PRESCOTT LEGAL DEPARTMENT

_____
MATTHEW P PODRACKY
Deputy City Attorney

HOOD-TECH CORP-AERO INC. dba TacAero, Pro Per

_____

By: Andreas VonFlotow

Its: President

ORDER

The Parties having so stipulated and agreed, it is hereby SO ORDERED. The above-referenced case is hereby DISMISSED with prejudice and without an award or costs or attorneys' fees to any party. The Clerk is directed to send copies of this Order to counsel of record for the City of Prescott; and to Pro Per Plaintiff, Hood-Tech Corp-Aero Inc.

DATED this _____ day of _____, 2025.

_____

Honorable John D. Napper

COPY of the foregoing mailed this
_____ day of _____, 2025, to:

HOOD-TECH CORP-AERO INC.
ATT: Andreas Von Flotow
3608 Airport Drive
Hood River, OR 97031

City of Prescott Legal Department
201 North Montezuma Street
Prescott, Arizona 86301

TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	Public Works
ITEM #:	8.I
SUBJECT:	Approval of the July 2025 to December 2025 Residential & Non-Residential Water Budgets in Accordance with the Amended 2022 Water Management Policy.

ITEM SUMMARY

This item is for the approval of the July-December 2025 residential and non-residential water budgets as recommended by the Council Subcommittee on Water Issues. The Amended 2022 Water Management Policy, Guideline 11, requires that the City Council set water budgets for both Residential and Non-Residential development at the last meeting in June and December of each year. On June 3, 2025, the Water Issues Subcommittee (WIS) met and made recommendations for the residential and non-residential water budgets for July 1, 2025, through December 31, 2025. This memo provides background information and the recommendation from WIS for discussion and approval by the Council as a whole.

BACKGROUND

The City Council adopted the 2nd Amendment to the 2022 Water Management Policy on May 13, 2025. Per Water Management Policy Guideline 11:

The Council shall set the Water Budget semi-annually at its last meeting in June and December of each year. Un-allocated residential and non-residential budgets from the previous six-month period may be rolled into the following six-month budget; however, each must stay in their original classification. A roll-over of the budget from the previous six-month period may occur for the 4 budget periods (2 years) from the time of policy adoption.

The remaining water from the previous 6-month period of January 1, 2025, through June 30, 2025, residential and non-residential water budgets are summarized below:

Residential Budget Remaining (January - June 2025)	Non-Residential Budget Remaining (January-June 2024)
18.1 Acre-feet per year	12.48 Acre-feet per year

This item was heard before the Water Issues Subcommittee at the June 3, 2025, meeting. The Subcommittee voted unanimously to recommend setting the water budgets for July 1, 2025, to December 31, 2025, as such:

- **Residential water budget at 25 Acre-feet per year, with no roll-over from the previous period**
- **Non-residential water budget at 25 Acre-feet per year, with no roll-over from the previous period**

Attachment 1 provides a summary of the administrative and Council approved water for the January to June residential and non-residential Water Budget period. A list of potential projects that could

request water in the July to December budget period for residential and non-residential projects is also provided.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

1) MOVE to set the residential water budget for July 1, 2025, through December 31, 2025, at 25 acre-feet per year, without rollover from previous period; and 2) MOVE to set the non-residential water budget for July 1, 2025, through December 31, 2025, at 25 acre-feet per year, without rollover from previous period.

ATTACHMENTS

1. Attachment 1 - Water Budget July-Dec

2025 JANUARY TO JUNE WATER BUDGET SUMMARY		
RESIDENTIAL		
	Number Applications	July -December 2024 AFY
Water Budget		**25.00**
Adminstrative Approval	3	1.3
Council Approval	1	5.6
TOTAL RESIDENTIAL APPROVALS	**4**	**6.9**
TOTAL WATER BUDGET REMAINING		**18.10**
NON-RESIDENTIAL		
	Number Applications	July -December 2024 AFY
Water Budget		**25.00**
Adminstrative Approval	3	1.19
Council Approval	1	11.33
TOTAL RESIDENTIAL APPROVALS	**1**	**12.52**
TOTAL WATER BUDGET REMAINING		**12.48**

Note: Council approved a residential project on appeal for 13.24 AFY during the first half of 2025

CITY OF PRESCOTT ARIZONA

POTENTIAL PROJECTS

POTENTIAL RESIDENTIAL

Project No.	Project Name	Description	Location	Approximate Water Demand AFY
CUP24-003	Rincon Ridge	30 - Mobile Home Park	906 Rock Lane	3.6
PAC25-023	10 Unit Apartment Complex	10 Unit Apartment Complex	450 Goodwin St	1.5
PAC25-033	Stetson Rd Apartments	48 Unit Apartment Complex	1317 Stetson Rd	6.5
PAC25-036	Granite Creek Village	SFR and MFR Development	1101 White Spar	7.0
PAC25-037	500 Copper Basin Rd	15 Apartment Units	500 Copper Basin	2.0
PAC25-045	646 W Gurley	Multi-family Triplex	646 W Gurley St	1.5
PAC25-051	Lafferty Ranch Subdivision	4 Lot SFR Subdivision	3910 E State Route 69	1.0
PAC25-060	130 N Cortez	17 Unit Apartment Conversion	130 N Cortez	2.0
PAC25-062	TPAZ Villas Touchmark	63 Apartment Units	3150 Touchmark Blvd	2.0
PAC25-064	Cortez Project	9 Unit Multifamily	410 S Cortez	1.5
PAC24-082	Grace Ave Residence	1- SFR Home	235 Grace Ave	0.2
PAC24-053	Whipple Cover	5-6 Townhome Units	913 Canterbury Ln	1.0
PAC23-133	New Townhomes	6 Unit Townhome Units	544 Dameron Rd	1.0
PAC23-124	Multi-family Complex	6 Units Replace 7 SF Houses	614 E Willis St	1.0
PAC23-004	Townhomes at the Ranch	15 Townhome Units (1800-2200 SF)	3351 Gateway Blvd	2.5
		TOTAL POTENTIAL WATER		**34.3**
		EXPECTED RANGE		**8-25**

POTENTIAL NON-RESIDENTIAL				
Project No.	**Project Name**	**Description**	**Location**	**Approximate Water Demand AFY**
PAC-24-079	Custom Granite Works	Stone Countertop Fabrication Bld.	Prescott Airpark Unit 6	2.5
PAC25-014	Mountain Institute CTED	Tech School	2989 Centerpointe East	2.0
PAC25-040	Turcas Assisted Care Facility	10 Room Assistant Care House	5995 Symphony Dr	2.0
PAC25-042	2237 Cirrus Lot 40	Metal Bld with 6 Condos	2237 Cirrus LN	1.0
PAC25-044	Liberator #2	Storage Condos	2650 Liberator	1.0
PAC25-048	Thundermaker Whipple OTC	Day Care to Outpatient Therapy	1045 Whipple St	1.0
PAC25-052	S&A Excavation New Bld	Construction Yard and Building	2105 Gulfstream	2.0
PAC25-053	Prescott House	Drug Rehab Group Home	1306 W Gurley St	2.0
PAC25-056	Tri-City Prep High School	Classroom Buliding	5522 Side Rd	2.0
PAC25-061	Yavapai Foot and Ankle Center	Medical Office Building	5431 Distinction Way	2.0
PAC25-065	Cornerstone Church	New Church & Classroom Building	5438 Larry Caldwell	2.0
PAC25-068	Guidance Aviation Dev	Office, Hanger, Helipad	Airport Industial	1.5
REZ24-002	Willow Creek Commons	Office and Retail	Willow Creek Road	3.0
PAC24-051	Suits Law	Office and Retail	732 W Hillside	1.0
PAC23-151	Business Park	42 Units	6739 Generation Ln	3.0
PAC23-140	Surgery Center	Surgery Center	1511 W Gurley St	2.0
PAC23-040	New Office Building	2-Story Office Bldg	1545 Plaza West Dr	1.0
PAC23-039	Plaza Hotel	55 Rooms with Wine Bar	140 S. Montezuma St	8.0
		TOTAL POTENTIAL WATER		34.5
		EXPECTED RANGE		**10-30**

TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	Community Development
ITEM #:	9.A
SUBJECT:	Adoption of Ordinance No. 2025-1903 Authorizing Updates to Prescott City Code Section 3-10-8 ("Incentive Program"). **AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, CHAPTER 3-10, SECTION 3-10-8 ("INCENTIVE PROGRAM") OF THE PRESCOTT CITY CODE; AND ADDING A SEVERANCE PROVISION**

ITEM SUMMARY

This item is for review and consideration of revisions to Prescott City Code 3-10-8: Water Conservation Code - Incentive Program.

BACKGROUND

This item is for consideration of revisions to Prescott City Code 3-10-8: Water Conservation Code, Incentive program to: 1) add timeline requirements, 2) increase lifetime incentive limits for commercial, multi-family residential, industrial and HOAs, 3) modify turf removal guidelines, 4) add/modify commercial toilet/urinal incentives, 5) update awards to allow either water bill credit or check issuance, and 6) provide clarifying language where needed.

The Water Conservation Incentive Program began in 2006. This program is reviewed regularly to identify opportunities for improved clarity and updating opportunities for water savings. Over this fiscal year, Water Resources staff has reviewed the City's rebate program and researched programs across the Southwest and US to identify opportunities to increase efficiencies, opportunities and improved customer experiences.

By adopting the recommended changes, incentive guidelines will be easier to understand, follow, and administer. The application process will become more efficient for customers and staff. Water saved estimates will become more accurate. Commercial customers will have increased opportunities to participate at levels that better match commercial scale and costs. Staff will gain an improved ability to administer the program fairly, with a focus on current year community efforts. Turf removal code change recommendations create a clearer emphasis on supporting homeowners and commercial property owners in converting their traditional lawns to intentionally designed landscapes that significantly reduce water use while still supporting water infiltration and beneficial drought tolerant, low water use plants.

These proposed Code updates were heard by the Council Subcommittee on Water Issues on April 1, 2025. The Subcommittee voted to recommend approval of the Code changes to the City Council.

FINANCIAL IMPACT

There is no fiscal impact with this Code Change. Funding for incentives is budgeted and available in the Public Works Department FY26 Water Fund Budget.

RECOMMENDED ACTION

MOVE to adopt Ordinance No. 2025-1903

ATTACHMENTS

1. Ordinance 2025-1903

ORDINANCE NO. 2025-1903

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING TITLE III, CHAPTER 3-10, SECTION 3-10-8 ("INCENTIVE PROGRAM") OF THE PRESCOTT CITY CODE; AND ADDING A SEVERANCE PROVISION.

WHEREAS, the City of Prescott wishes to amend Title III, Chapter 3-10, Section 3-10-8 to reflect water conservation incentives provided by the City of Prescott; and,

WHEREAS, amending Title III, Chapter 3-10, Section 3-10-8 of the Prescott City Code is in the best interests of the health, safety and welfare of the City of Prescott.

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

ENACTMENTS:

SECTION 1. THAT Title III, Chapter 3-10, Section 3-10-8 of the Prescott City Code is amended by deleting the existing Section 3-10-8 in its entirety and replacing it with the following new language:

"**3-10-8 INCENTIVE PROGRAM:**

(A) Intent: To encourage residents and businesses to conserve water, the following conservation incentive program has been established. This program applies to the purchase and installation of devices to retrofit plumbing fixtures with high rates of flow, and to limit outdoor water use for landscaping purposes.

(B) All incentive awards require and are subject to the submittal of complete applications and determination of eligibility and qualifications by the City. Applications will be accepted from the current property owner(s) of record. Commercial/industrial renters and lease holders may submit a City rebate consent form which has been completed by the property owner, granting approval to implement specific rebate related upgrades."

Rebate applications must be submitted no later than 1 year after the purchase of the eligible product. For turf replacement and rain gardens upon approval of eligibility, customer has 6 months for completion and application submittal.

(C) The incentive program is provided on a first-come, first-served basis, subject to the availability of budgeted funding. Applicants are responsible for confirming the availability of funding for incentive awards prior to submittal of their applications, which information can be obtained by contacting the Prescott Water Conservation specialist. Total incentives granted for a residential property shall be limited to two thousand five hundred dollars ($2,500). Total incentives granted

for a commercial, multifamily residential property or HOA shall be limited to five thousand dollars ($5000).

(D) Incentive awards will be provided to the applicant within 90 days after approval.

(E) Each item is a one (1) time award for the property, fixture or equipment as indicated, subject to City review, approval and issuance of permits where required.

(F) Incentives shall be administered by Water Resource Management staff, in accordance with the following incentive awards list:

Incentive awards list and qualifying criteria:

INCENTIVE AWARDS LIST	
Water Efficiency Improvement Incentive	**Incentive Award Amount**
Active rainwater harvesting Rainwater barrels with 50-74-gallon capacity Rainwater barrels/cisterns[1] with 75+ gallon capacity	 $0.50 per gallon of storage $1.00 per gallon of storage
Rainwater garden (passive)[2]	$3.00 per square foot $500.00 maximum award
Turf replacement on site and in adjacent public right-of-way[3]	$1.00 per square foot $1.25 per square foot for drought tolerant, non-invasive, low water use plants[3]
Residential or Commercial Manual Toilet:[4] Toilet1.0 gallon or less per single flush Toilet: 1.0/1.28 gallons per dual flush Toilet: 1.28 gallons per single flush	 $150.00 $125.00 $100.00
Water customer on septic system, additional toilet incentive per device	$50.00

Commercial urinal[4] WaterSense 0.125 gallons per flush (0.25 quart) Commercial Automatic flush-o-meter toilet, 1.28 gpf Commercial Automatic flush-o-meter toilet 1.0 gpf or less or waterless urinal	$100.00 $200 $225
WaterSense-labeled smart irrigation timer/controller[5]	$75.00
Ultra efficient clothes washing machine[6]	$200.00
Water customer on septic system, additional clothes washing machine replacement incentive	$50.00
Hot water recirculating system	$150.00

[1] Rainwater Barrels/Cisterns. Cistern rebate requires the installation of a minimum one hundred (100) gallon capacity rainwater catchment barrel, tank or engineered cistern. Collapsable, pvc-type rain barrels/cisterns do not qualify. Rainwater storage systems may not be interconnected with the City potable water system. Requires receipts of purchase, and photos of installed cisterns. $500.00 maximum award. Applicants must contact the conservation office for guidelines prior to installation of the system.

[2] Rain Garden (Passive). A minimum of fifty (50) square feet must be installed. A minimum of four hundred (400) square feet of stormwater needs to be redirected from the roof. Only low water use non-invasive and native plants may be planted in a rain garden, but catchments may also be rock lined. Rebate is for basin footprint. Applicants must contact the Conservation Office for guidelines prior to installation of the system.

[3] Turf Replacement is a part of the City of Prescott's Low Water Use Landscape Program. Turf replacement requires conversion from maintained, actively irrigated turf grass to drought tolerant, low water use plants or xeriscape landscaping. If conversion area requires irrigation, installation of an EPA WaterSense labeled Smartwater timer/ controller, backflow prevention device and drip or similar system is required. Spray irrigation systems, including pop up sprinklers are not allowed for rebate purposes. Pervious surfaces are preferred: A maximum of 25% of the converted area that is impervious will qualify. Artificial turf areas must be permeable to air and water to qualify. Applicants must contact conservation office for pre-application guidelines prior to removal of turf and receive a notice of approval to proceed. Several conditions must be met in order to qualify for turf

replacement rebate. Projects that have been started or completed prior to pre-application are not eligible for the incentive. Other terms and conditions will apply.

[4] Toilets and Urinals that are being replaced must be 1.6 gallons per flush or greater. Manual Flushometer toilets qualify for the same rebates as residential toilets.

[5] Smart Irrigation Timer/Controller. Must use local weather data or soil moisture sensors to limit unnecessary outdoor watering, must be easy to use, and be EPA WaterSense approved.

[6] Ultra-Efficient Washing Machine. Washer must have an Integrated Water Factor Rating of (IWF) 3.2 or lower and be on the City of Prescott Consortium for Energy Efficiency clothes washer qualifying product list at the time of purchase to qualify, and which can be found on the City website.

(G) The City Manager may approve higher incentive award amounts when those incentives listed above are not sufficient to recognize the magnitude of conservation by the property. The City Manager may also provide conservation incentive awards for actions not listed above in the event those projects provide a significant benefit to the City due to the conservation achieved."

SECTION 2. SEVERANCE CLAUSE: THAT the provisions of this Ordinance and the Code and Code Amendments it incorporates are hereby declared to be severable; and, if any section, sentence, clause or phrase of this Ordinance, or any Code and Code Amendments that it incorporates shall, for any reason, be held to be invalid or unconstitutional, such decisions shall not affect the validity of the remaining sections, sentences, clauses and phrases of this Ordinance and the Code and Code Amendments it incorporates, but they shall remain in effect, it being the legislative intent that this Ordinance and the Code and Code Amendments it incorporates shall stand, notwithstanding the invalidity of any part thereof.

PASSED AND ADOPTED by the Council of the City of Prescott, Arizona, on this 24th day of June, 2025.

_____
PHILIP R. GOODE, Mayor

ATTEST: APPROVED AS TO FORM:

_____ _____

SARAH M. SIEP, City Clerk JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)

County of Yavapai) ss.

I, the undersigned Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2025-1903 is a true, correct and accurate copy of Ordinance No. 2025-1903, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2025, at which a quorum was present and, by a _____ vote, _____ voted in favor of said ordinance.

Given under my hand and sealed this _____ day of _____, 2025.

Seal

_____

City Clerk

TO: MAYOR AND CITY COUNCIL
AGENDA: June 24 Voting Meeting
DATE: June 24, 2025
DEPT: Finance
ITEM #: 10.A
SUBJECT: Public Hearing for the FY2026 Budget, Expenditure Limitation, and Tax Levy; and At a Special Meeting, Adoption of Resolution No. 2025-1927 Approving the Final FY2026 Budget, Expenditure Limitation, Approved Expenditure List, and Adopting the City Authorized Position Roster.

1) Recommended Action: MOVE to close the public hearing

Mayor Goode will recess the Regular Meeting at the conclusion of the Public Hearing and Convene a Special Meeting per A.R.S. 42-17105 to Determine and Adopt Estimates of Proposed Expenditures for the Purposes Stated in the Published Proposal.
PURSUANT TO A.R.S. 38-431.02, NOTICE IS HEREBY GIVEN TO THE MEMBERS OF THE PRESCOTT CITY COUNCIL AND TO THE GENERAL PUBLIC THAT THE COUNCIL OF THE CITY OF PRESCOTT, ARIZONA WILL HOLD A SPECIAL MEETING OPEN TO THE PUBLIC.
A. CALL TO ORDER
B. ROLL CALL
C. BUSINESS

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DETERMINING AND ADOPTING FINAL ESTIMATES OF PROPOSED EXPENDITURES FOR FISCAL YEAR 2026, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, AND APPROVING AND UPDATING THE AUTHORIZED POSITION ROSTER FOR THE CITY OF PRESCOTT

Recommended Action: MOVE to adopt Resolution No. 2025-1927

D. ADJOURNMENT OF SPECIAL MEETING
E. REGULAR VOTING MEETING RECONVENED

ITEM SUMMARY

This item is the public hearing and consideration of the FY26 final budget and related items at the regular meeting and special meeting.

BACKGROUND

The budget remains the same as presented during the budget workshops and tentative budget. The Authorized Position Roster for Fiscal Year 2026 has a total of 610.5 Full Time Equivalents (FTEs), up by 24.5 FTEs from Fiscal Year 2025. The Approved Expenditure List (AEL) is a list of various budgeted projects, initiatives, activities that Council approves during the budget process to allow the City Staff to move forward following the procurement code without coming back for Council approval during the fiscal year. City Council reviewed the AEL in detail during the budget process. The AEL remains the same as presented during the workshops.

The remaining steps in the Fiscal Year 2026 Budget process are as follows:

Today

At the regular Council meeting

Public hearing for:

- Final Budget
- Expenditure Limitation
- Property Tax Levy

At a Special Council Meeting

Adoption of the Final FY26 Budget which:

- Sets the Final Budget for FY26
- Establishes the Expenditure Limitation for FY26
- Adopts the Approved Expenditure List for FY26
- Approves the City Authorized Position Roster

July 8th

Adoption of FY26 Property Tax Levy

FINANCIAL IMPACT

This is the FY26 final budget.

RECOMMENDED ACTION

As noted above

ATTACHMENTS

1. Resolution 2025-1927 FY26 Final Budget
2. FY26 Prescott Budget Final Legal Schedules Exhibit A
3. FY26 AEL Final for Adoption Exhibit B
4. FY26 Final Budget Presentation Slides
5. FY26 Personnel Roster_Final Exhibit C

RESOLUTION NO. 2025-1927

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DETERMINING AND ADOPTING FINAL ESTIMATES OF PROPOSED EXPENDITURES FOR FISCAL YEAR 2026, DECLARING THAT THE SAME SHALL CONSTITUTE THE BUDGET FOR THE CITY OF PRESCOTT FOR SAID FISCAL YEAR, ESTABLISHING THE EXPENDITURE LIMITATION, APPROVING THE AUTHORIZED EXPENDITURE LIST FOR FISCAL YEAR 2026, AND APPROVING AND UPDATING THE JOB ROSTER FOR THE CITY OF PRESCOTT.

RECITALS:

WHEREAS, in accordance with the Provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), the City Council did, on June 10, 2025, make an estimate of the different amounts required to meet the public expenses for the ensuing year, also an estimate of revenues from sources other than direct taxation, and the amount to be raised by taxation upon real and personal property within the City of Prescott; and

WHEREAS, in accordance with said chapter of said title, and following due public notice, the Council met on June 24, 2025, at which meetings any taxpayer was privileged to appear and be heard in favor of or against any of the proposed expenditures/expenses, establishing the expenditure limitation, or tax levy; and

WHEREAS, the City Council approved the Approved Expenditure List (AEL) as provided by the Prescott City Code 1-27-3 and included in the accompanying exhibit; and

WHEREAS, the City Job Roster is included in the accompanying exhibit and the Council wishes to update its job roster and approve the job roster as provided by the Prescott City Charter; and

WHEREAS, publication has been duly made as required by law, of said estimates together with a notice that the City Council would meet on July 8, 2025, in Prescott City Council Chambers at 201 North Montezuma Street, Prescott, Arizona, for the purpose of making tax levies as set forth in said estimates; and

WHEREAS, it appears that the sums to be raised by primary taxation, as specified therein, do not in the aggregate amount exceed that amount as computed in A.R.S §42-17051(A).

ENACTMENTS:

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

SECTION 1. THAT, the said estimates of revenue and expenditures shown on

the accompanying exhibit A as now increased, reduced or changed are hereby adopted as the budget of the City of Prescott for the Fiscal Year 2026.

SECTION 2. THAT, all sums contained in said estimated expenditures shall be considered as specific appropriation and authority for the expenditure thereof, as provided for and in said budget, the laws of the United States, the State of Arizona, and the Charter and Code of the City of Prescott.

SECTION 3. THAT, the expenditure limitation for the City of Prescott for Fiscal Year 2026 be established at $303,746,162.

SECTION 4. THAT, the Approved Expenditure List (AEL) included in the accompanying exhibit B is approved as outlined in Prescott City Code 1-27-3.

SECTION 5. THAT, the Roster of Jobs shown in the attached accompanying exhibit C be adopted and approved by the City of Prescott and in accordance with Article IV of the Prescott City Charter.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this 24th day of June, 2025.

_____
PHILIP R. GOODE, Mayor

ATTEST:

_____
SARAH M. SIEP, City Clerk

APPROVED AS TO FORM:

_____
JOSEPH YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2025-1927 is a true, correct and accurate copy of Resolution No. 2025-1927, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2025, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2025.

Seal _____

Official Budget Forms

City of Prescott, Arizona

Fiscal year 2026

City of Prescott, Arizona

Table of Contents

Fiscal year 2026

Resolution for the adoption of the budget

Schedule A—Summary Schedule of estimated revenues and expenditures/expenses

Schedule B—Tax levy and tax rate information

Schedule C—Revenues other than property taxes

Schedule D—Other financing sources/(uses) and interfund transfers

Schedule E—Expenditures/expenses by fund

Schedule F—Expenditures/expenses by department (as applicable)

Schedule G—Full-time employees and personnel compensation

City of Prescott, Arizona
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2026

Fiscal year		Sch		Funds							
				General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds
2025	Adopted/adjusted budgeted expenditures/expenses*	E	1	87,442,381	51,255,083	0	97,592	0	129,976,582	9,841,705	278,613,343
2025	Actual expenditures/expenses**	E	2	64,318,386	39,215,807	0	87,440	0	94,096,899	9,568,728	207,287,260
2026	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	55,286,720	29,137,366	0	6,554,617	0	38,832,625	3,556,555	133,367,883
2026	Primary property tax levy	B	4	2,304,514							2,304,514
2026	Secondary property tax levy	B	5								0
2026	Estimated revenues other than property taxes	C	6	76,433,819	41,988,010	0	1,533,500	0	97,779,947	9,717,143	227,452,419
2026	Other financing sources	D	7	14,912,305	0	0	0	0	23,351,870	0	38,264,175
2026	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2026	Interfund transfers in	D	9	340,660	609,149	0	0	0	3,578,139	0	4,527,948
2026	Interfund Transfers (out)	D	10	4,101,012	222,408	0	0	0	204,528	0	4,527,948
2026	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for long-term obligations			3,500,000					1,215,981		4,715,981
	Maintained for capital projects or specific programs			0	14,003,083		7,657,117		20,116,685	3,040,012	44,816,897
	Maintained for future financial stability			15,747,667	3,130,817				6,732,472		25,610,956
	Maintained for internal loans			2,373,139					416,978		2,790,117
	Maintained for future projects			19,708,878							19,708,878
2026	Total financial resources available		12	103,847,322	54,378,217	0	431,000	0	134,855,937	10,233,686	303,746,162
2026	Budgeted expenditures/expenses	E	13	103,847,322	54,378,217	0	431,000	0	134,855,937	10,233,686	303,746,162

	Expenditure limitation comparison	2025	2026
1	Budgeted expenditures/expenses	$ 278,613,343	$ 303,746,162
2	Add/subtract: estimated net reconciling items		
3	Budgeted expenditures/expenses adjusted for reconciling items	278,613,343	303,746,162
4	Less: estimated exclusions		
5	Amount subject to the expenditure limitation	$ 278,613,343	$ 303,746,162
6	EEC expenditure limitation or voter-approved alternative expenditure limitation	$ 278,613,343	$ 303,746,162

* Includes expenditure/expense adjustments approved in the current year from Schedule E.
** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.
*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund). See the Instructions tab, cell C17 for more information about the amounts that should and should not be included on this line.

City of Prescott, Arizona
Tax levy and tax rate information
Fiscal year 2026

	2025	2026
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	$ 2,312,124	$ 2,397,526
2. Amount received from primary property taxation in the **current year** in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	$	
3. Property tax levy amounts		
A. Primary property taxes	$ 2,267,210	$ 2,304,514
Property tax judgment		
B. Secondary property taxes		
Property tax judgment		
C. Total property tax levy amounts	$ 2,267,210	$ 2,304,514
4. Property taxes collected*		
A. Primary property taxes		
(1) **Current** year's levy	$ 2,240,790	
(2) Prior years' levies	20,835	
(3) Total primary property taxes	$ 2,261,625	
B. Secondary property taxes		
(1) **Current** year's levy	$	
(2) Prior years' levies	13	
(3) Total secondary property taxes	$ 13	
C. Total property taxes collected	$ 2,261,638	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.2423	0.2329
Property tax judgment		
(2) Secondary property tax rate		
Property tax judgment		
(3) Total city/town tax rate	0.2423	0.2329

B. Special assessment district tax rates

Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was not operating any special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Prescott, Arizona
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
General Fund			
Local Taxes			
Privilege and Use Tax	$ 23,500,000	$ 24,000,000	$ 23,500,000
Privilege and Use Tax - Public Safety **	5,329,500	5,500,000	22,300,000
Franchise Taxes	1,795,000	1,975,000	1,995,000
Intergovernmental			
State	17,486,300	17,375,939	16,864,231
County	4,354,998	4,314,117	4,448,257
Licenses and Permits	139,100	221,800	158,100
Charges for Services			
Charges for Services	3,234,500	4,061,480	3,154,500
Local Jurisdictions	2,789,416	2,866,214	3,295,901
Fines and Forfeits	289,300	304,288	290,800
Interest Earned	350,500	1,201,821	351,000
Miscellaneous	100,030	8,213,454	76,030
Total General Fund	$ 59,368,644	$ 70,034,113	$ 76,433,819
Special Revenue Funds			
Streets Fund			
Streets Privilege and Use Tax	$ 23,500,000	$ 24,000,000	$ 23,500,000
Intergovernmental - State (HURF)	4,868,238	4,868,238	5,063,868
Intergovernmental - County	600,000	890,000	600,000
Charges for Services	360,000	345,000	345,000
Licenses and Permits	85,000	70,000	70,000
Interest Earned		700,000	
Miscellaneous	50,000	50,000	50,000
	$ 29,463,238	$ 30,923,238	$ 29,628,868
PSPRS			
PSPRS Privilege and Use Tax	$	$ 85,000	$
Total PSPRS Dedicated Tax Fund	$ 0	$ 85,000	$ 0
Transient Occupancy Tax			
Transient Occupancy Tax	$ 1,500,000	$ 1,500,000	$ 1,500,000
Interest Earned		12,000	
Total Transient Occupancy Tax Fund	$ 1,500,000	$ 1,512,000	$ 1,500,000
Grant Funds			
Intergovernmental - Grants	$ 9,602,625	$ 3,315,808	$ 10,082,014
Charges for Services	66,150	63,000	64,000
Fines and Forfeitures	30,000	40,000	55,000
Miscellaneous Grants	536,940	358,058	478,828
Total Grant Funds	$ 10,235,715	$ 3,776,866	$ 10,679,842
Acker Trust			
Interest Earned	$ 14,500	$ 14,500	$ 14,500
Total Acker Trust	$ 14,500	$ 14,500	$ 14,500
Miscellaneous Trust Funds			
Gifts and Donations	$ 119,800	$ 154,743	$ 164,800
Miscellaneous		4,700	
Total Miscellaneous Trust Funds	$ 119,800	$ 159,443	$ 164,800
Total Special Revenue Funds	$ 41,333,253	$ 36,471,047	$ 41,988,010

City of Prescott, Arizona
Revenues other than property taxes
Fiscal Year 2026

Source of revenues	Estimated revenues 2025	Actual revenues* 2025	Estimated revenues 2026
Capital Projects Funds			
Impact Fees			
Charges for Services	$ 680,000	$ 750,000	$ 1,500,000
Interest Earned	23,500	138,300	33,500
Total Impact Fee Funds	$ 703,500	$ 888,300	$ 1,533,500
Total Capital Projects Funds	$ 703,500	$ 888,300	$ 1,533,500
Enterprise Funds			
Water			
Charges for Services	$ 21,900,000	$ 22,929,000	$ 24,119,000
Intergovernmental - Grants	1,550,000	3,045,451	3,101,348
Impact Fees	1,640,000	1,750,000	2,025,000
Fines and Forfeitures	3,500	6,000	5,000
Interest Earned		420,000	200,000
Miscellaneous	9,000	9,000	9,000
Total Water Fund	$ 25,102,500	$ 28,159,451	$ 29,459,348
Wastewater			
Charges for Services	$ 18,855,000	$ 19,850,000	$ 21,355,000
Impact Fees	750,000	1,000,000	1,500,000
Interest Earned		400,000	100,000
Total Wastewater Fund	$ 19,605,000	$ 21,250,000	$ 22,955,000
Solid Waste			
Charges for Services	$ 13,823,000	$ 14,130,000	$ 14,906,000
Intergovernmental	2,520	2,520	2,520
Licenses and Permits	800	500	500
Interest Earned		30,000	
Miscellaneous	1,350	29,000	1,350
Total Solid Waste Fund	$ 13,827,670	$ 14,192,020	$ 14,910,370
Golf Course			
Charges for Services	$ 4,682,287	$ 4,465,457	$ 4,631,043
Miscellaneous	10,000	16,260	10,000
Total Golf Course Fund	$ 4,692,287	$ 4,481,717	$ 4,641,043
Airport			
Airport Privilege and Use Tax	$ 10,000	$ 10,000	$ 10,000
Intergovernmental - Grants	10,003,869	8,466,891	22,798,918
Charges for Services	2,702,719	2,706,747	2,975,931
Licenses and Permits	1,200	1,800	1,200
Fines and Forfeitures	1,000	1,000	0
Miscellaneous	28,136	21,859	28,137
Total Airport Fund	$ 12,746,924	$ 11,208,297	$ 25,814,186
Total Enterprise Funds	$ 75,974,381	$ 79,291,485	$ 97,779,947
Internal Service Funds			
Fleet Maintenance	$ 3,170,000	$ 3,038,500	$ 3,170,000
Risk Management	1,200,000	1,200,000	1,499,376
Engineering	2,000,000	2,000,000	2,500,000
Facilities Maintenance	2,317,515	2,317,515	2,547,767
Total Internal Service Funds	$ 8,687,515	$ 8,556,015	$ 9,717,143
Total All Funds	$ 186,067,293	$ 195,240,960	$ 227,452,419

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Prescott, Arizona
Other financing sources/(uses) and interfund transfers
Fiscal year 2026

Fund	Other financing 2026 Sources	Other financing 2026 (Uses)	Interfund transfers 2026 In	Interfund transfers 2026 (Out)
General Fund				
General Fund	$ 14,912,305	$	$ 340,660	$ 4,101,012
Total General Fund	$ 14,912,305	$ 0	$ 340,660	$ 4,101,012
Special Revenue Funds				
Streets Fund	$	$	$	$ 101,132
Transient Occupancy Tax				121,276
Grants Fund			609,149	
Total Special Revenue Funds	$ 0	$ 0	$ 609,149	$ 222,408
Enterprise Funds				
Water Fund	$ 9,389,705	$	$	$ 102,264
Wastewater Fund	12,962,165			76,698
Solid Waste Fund	1,000,000		64,702	25,566
Golf Course Fund			465,378	
Airport Fund			3,048,059	
Total Enterprise Funds	$ 23,351,870	$ 0	$ 3,578,139	$ 204,528
Total All Funds	$ 38,264,175	$ 0	$ 4,527,948	$ 4,527,948

City of Prescott, Arizona
Expenditures/expenses by fund
Fiscal year 2026

Fund/Department	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
General Fund				
City Council	$ 96,229	$ 5,000	$ 98,888	$ 108,646
City Clerk	177,817	5,000	178,871	192,487
City Court	794,657	10,000	798,780	866,871
City Manager	602,811	40,000	616,272	976,875
Legal	423,865		405,179	457,196
Budget & Finance	566,360	20,000	580,639	599,435
Community Development	2,449,422		2,370,075	3,027,167
Recreation Services	11,241,728	(77,500)	10,379,611	11,721,789
Library	3,154,351		3,111,822	3,274,034
Police Department	19,260,734	3,773,134	17,823,066	31,547,669
Fire Department	19,667,641	6,368,590	23,178,960	42,489,425
Regional Communications	2,316,402	80,000	2,386,837	2,798,786
Non-Departmental	27,315,864	(10,849,724)	2,389,386	5,786,942
Total General Fund	$ 88,067,881	$ (625,500)	$ 64,318,386	$ 103,847,322
Special Revenue Funds				
Streets				
Public Works	$ 37,067,034	$	$ 33,186,858	$ 40,328,915
Community Development				189,033
Recreation Services	586,462		563,809	376,126
Total Streets Fund	$ 37,653,496	$ 0	$ 33,750,667	$ 40,894,074
Transient Occupancy Tax				
City Manager	$ 1,595,040	$ 263,000	$ 1,854,789	$ 1,539,566
Recreation Services	50,000		50,000	50,000
Total Transient Occupancy Tax	$ 1,645,040	$ 263,000	$ 1,904,789	$ 1,589,566
Grants				
City Court	$ 51,100	5,000	$ 56,100	$ 64,200
Community Development	925,840		684,019	657,098
Recreation Services	1,635,377		1,028,300	1,311,020
Police Department	1,775,320		1,151,127	1,610,190
Fire Department	1,320,226		156,550	1,769,658
Public Works	1,471,970	(200,000)	19,531	1,061,500
Non-Departmental	4,275,000		38,058	5,075,000
Total Grants Fund	$ 11,454,833	$ (195,000)	$ 3,133,685	$ 11,548,666
Acker Trust				
Recreation Services	$ 14,500		$ 14,500	$ 14,500
Total Acker Trust	$ 14,500	$ 0	$ 14,500	$ 14,500
Miscellaneous Trust Funds				
City Manager	$ 16,842	$	$ 11,842	$ 8,539
Recreation Services	19,089	17,500	36,541	19,089
Library	96,008		96,008	136,008
Police Department	153,342		151,342	151,342
Fire Department	13,688		13,688	13,688
Airport	2,745		2,745	2,745
Total Misc. Trust Funds	$ 301,714	$ 17,500	$ 312,166	$ 331,411
PSPRS Dedicated Tax				
Non-Departmental	$	$ 100,000	$ 100,000	$ 0
Total PSPRS Dedicated Tax	$ 0	100,000	100,000	0
Total Special Revenue Funds	$ 51,069,583	$ 185,500	$ 39,215,807	$ 54,378,217

City of Prescott, Arizona
Expenditures/expenses by fund
Fiscal year 2026

Fund/Department	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
Capital Projects Funds				
Impact Fees				
Public Works	$ 97,592	$	$ 87,440	$ 271,000
Library				160,000
Total Impact Fee Funds	$ 97,592	$ 0	$ 87,440	$ 431,000
Total Capital Projects Funds	$ 97,592	$ 0	$ 87,440	$ 431,000
Enterprise funds				
Water Fund				
Budget & Finance	$ 388,482	$	$ 363,579	$ 390,091
Community Development				126,190
Public Works	46,025,870		36,436,129	45,680,607
Total Water Fund	$ 46,414,352	$ 0	$ 36,799,708	$ 46,196,888
Wastewater Fund				
Public Works	$ 36,792,595	$	$ 19,866,830	$ 36,767,533
Community Development				123,877
Total Wastewater Fund	$ 36,792,595	$ 0	$ 19,866,830	$ 36,891,410
Solid Waste Fund				
Public Works	$ 20,541,638	$	$ 17,526,091	$ 17,798,973
Total Solid Waste Fund	$ 20,541,638	$ 0	$ 17,526,091	$ 17,798,973
Golf Course Fund				
Recreation Services	$ 5,440,081	$	$ 4,993,032	$ 5,106,421
Total Golf Course Fund	$ 5,440,081	$ 0	$ 4,993,032	$ 5,106,421
Airport Fund				
Fire Department	$ 567,848	$ 80,000	$ 644,992	$ 621,276
Airport	20,140,069		14,266,246	28,240,969
Total Airport Fund	$ 20,707,917	$ 80,000	$ 14,911,238	$ 28,862,245
Total Enterprise Funds	$ 129,896,583	$ 80,000	$ 94,096,899	$ 134,855,937
Internal Service Funds				
Fleet Maintenance				
Recreation Services	$ 3,172,456	$ 60,000	$ 3,229,929	$ 3,343,340
Risk Management				
Legal	$ 1,294,118	$ 100,000	$ 1,300,952	$ 1,612,558
Engineering				
Public Works	$ 2,043,775	$ 200,000	$ 2,186,816	$ 2,525,904
Facilities Maintenance				
Recreation Services	$ 2,971,356	$	$ 2,851,031	$ 2,751,884
Total Internal Service Funds	$ 9,481,705	$ 360,000	$ 9,568,728	$ 10,233,686
Total All Funds	$ 278,613,344	$ 0	$ 207,287,260	$ 303,746,162

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Prescott, Arizona
Expenditures/expenses by department
Fiscal year 2026

Department/Fund	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
Airport				
Airport Fund	$ 20,140,069	$	$ 14,266,246	$ 28,240,969
Miscellaneous Trust Funds	2,745		2,745	2,745
Airport Total	$ 20,142,814	$ 0	$ 14,268,991	$ 28,243,714
Budget & Finance				
General Fund	$ 566,360	$ 20,000	$ 580,639	$ 599,435
Water Fund	388,482		363,579	390,091
Budget & Finance Total	$ 954,842	$ 20,000	$ 944,218	$ 989,526
City Clerk				
General Fund	$ 177,817	$ 5,000	$ 178,871	$ 192,487
City Clerk Total	$ 177,817	$ 5,000	$ 178,871	$ 192,487
City Council				
General Fund	$ 96,229	$ 5,000	$ 98,888	$ 108,646
City Council Total	$ 96,229	$ 5,000	$ 98,888	$ 108,646
City Court				
General Fund	$ 794,657	$ 10,000	$ 798,780	$ 866,871
Grants Fund	51,100	5,000	56,100	64,200
City Court Total	$ 845,757	$ 15,000	$ 854,880	$ 931,071
City Manager				
General Fund	$ 602,811	$ 40,000	$ 616,272	$ 976,875
Miscellaneous Trust Funds	16,842		11,842	8,539
Transient Occupancy Tax	1,595,040	263,000	1,854,789	1,539,566
City Manager Total	$ 2,214,693	$ 303,000	$ 2,482,903	$ 2,524,980
Community Development				
General Fund	$ 2,449,422	$	$ 2,370,075	$ 3,027,167
Streets Fund	0		0	189,033
Grant Funds	925,840		684,019	657,098
Water	0		0	126,190
Wastewater	0		0	123,877
Comm Development Total	$ 3,375,262	$ 0	$ 3,054,094	$ 4,123,365
Fire Department				
General Fund	$ 19,667,641	$ 6,368,590	$ 23,178,960	$ 42,489,425
Grant Funds	1,320,226		156,550	1,769,658
Miscellaneous Trust Funds	13,688		13,688	13,688
Airport Fund	567,848	80,000	644,992	621,276
Fire Department Total	$ 21,569,403	$ 6,448,590	$ 23,994,190	$ 44,894,047
Legal				
General Fund	$ 423,865	$	$ 405,179	$ 457,196
Risk Management Fund	1,294,118	100,000	1,300,952	1,612,558
Legal Department Total	$ 1,717,983	$ 100,000	$ 1,706,131	$ 2,069,754
Library				
General Fund	$ 3,154,351	$	$ 3,111,822	$ 3,274,034
Miscellaneous Trust Funds	96,008		96,008	136,008
Impact Fee	0		0	160,000
Library Total	$ 3,250,359	$ 0	$ 3,207,830	$ 3,570,042

City of Prescott, Arizona
Expenditures/expenses by department
Fiscal year 2026

Department/Fund	Adopted budgeted expenditures/ expenses 2025	Expenditure/ expense adjustments approved 2025	Actual expenditures/ expenses* 2025	Budgeted expenditures/ expenses 2026
Police Department				
General Fund	$ 19,260,734	$ 3,773,134	$ 17,823,066	$ 31,547,669
Grant Funds	1,775,320		1,151,127	1,610,190
Miscellaneous Trust Funds	153,342		151,342	151,342
Police Department Total	$ 21,189,396	$ 3,773,134	$ 19,125,535	$ 33,309,201
Public Works				
Streets Fund	$ 37,067,034	$	$ 33,186,858	$ 40,328,915
Grant Funds	1,471,970	(200,000)	19,531	1,061,500
Impact Fee	97,592		87,440	271,000
Water	46,025,870		36,436,129	45,680,607
Wastewater	36,792,595		19,866,830	36,767,533
Solid Waste	20,541,638		17,526,091	17,798,973
Engineering	2,043,775	200,000	2,186,816	2,525,904
Public Works Total	$ 144,040,474	$ 0	$ 109,309,695	$ 144,434,432
Recreation Services				
General Fund	$ 11,241,728	$ (77,500)	$ 10,379,611	$ 11,721,789
Streets	586,462		563,809	376,126
Transient Occupancy Tax	50,000		50,000	50,000
Grant Funds	1,635,377		1,028,300	1,311,020
Miscellaneous Trust Funds	19,089	17,500	36,541	19,089
Acker Trust	14,500		14,500	14,500
Golf Course	5,440,081		4,993,032	5,106,421
Fleet Services	3,172,456	60,000	3,229,929	3,343,340
Facilities Maintenance	2,971,356		2,851,031	2,751,884
Recreation Services Total	$ 25,131,049	$ 0	$ 23,146,753	$ 24,694,169
Regional Communications				
General Fund	$ 2,316,402	$ 80,000	$ 2,386,837	$ 2,798,786
Reg Communications Total	$ 2,316,402	$ 80,000	$ 2,386,837	$ 2,798,786
Non-Departmental				
General Fund	$ 27,315,864	$ (10,849,724)	$ 2,389,386	$ 5,786,942
Grant Funds	4,275,000		38,058	5,075,000
PSPRS Dedicated Tax	0	100,000	100,000	0
Non-Departmental Total	$ 31,590,864	$ (10,749,724)	$ 2,527,444	$ 10,861,942
TOTAL ALL DEPARTMENTS	$ 278,613,344	$ 0	$ 207,287,260	$ 303,746,162

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Prescott, Arizona
Full-time employees and personnel compensation
Fiscal year 2026

Fund	Full-time equivalent (FTE) 2026	Employee salaries and hourly costs 2026	Retirement costs 2026	Healthcare costs 2026	Other benefit costs 2026	Total estimated personnel compensation 2026
General Fund	401.55	$ 34,369,577	$ 3,830,122	$ 4,669,473	$ 2,901,657	$ 45,770,829
Special Revenue Funds						
Streets Fund	47.75	$ 3,637,299	$ 425,791	$ 619,343	$ 460,440	$ 5,142,873
Transient Occupancy Tax	3.59	310,180	35,693	43,558	25,138	414,569
Grants and Trust Funds	9.00	2,223,775	58,457	77,357	54,355	2,413,944
Total Special Revenue Funds	60.34	$ 6,171,254	$ 519,941	$ 740,258	$ 539,933	$ 7,971,386
Enterprise funds						
Water	46.80	$ 3,572,169	$ 402,075	$ 585,195	$ 326,545	$ 4,885,984
Wastewater	43.46	3,078,031	365,964	542,984	323,710	4,310,689
Solid Waste	41.69	2,861,470	327,289	482,669	345,434	4,016,862
Golf Course	0.00	2,176,630	0	0	0	2,176,630
Airport	19.37	1,705,210	189,955	181,899	141,154	2,218,218
Total Enterprise Funds	151.32	$ 13,393,510	$ 1,285,283	$ 1,792,747	$ 1,136,843	$ 17,608,383
Internal Service Funds						
Fleet Maintenance	11.00	$ 771,575	$ 90,530	$ 124,429	$ 77,257	$ 1,063,791
Risk Management	1.00	69,762	8,307	15,620	6,550	100,239
Engineering	15.00	1,527,506	190,393	189,533	130,501	2,037,933
Facilities Maintenance	7.48	482,478	54,472	87,329	50,737	675,016
Total Internal Service Funds	34.48	$ 2,851,321	$ 343,702	$ 416,911	$ 265,045	$ 3,876,979
Total All Funds	647.69	$ 56,785,662	$ 5,979,048	$ 7,619,389	$ 4,843,478	$ 75,227,577

Note: Full-Time Equivalent (FTE) includes 610.5 FTE permanent employees and an estimated 37.19 FTE temporary employees

Authorized Expenditure List for Fiscal Year 2026

Item	Fund	FY2025-26 Budget	Est Total Project
Airport			
Capital Projects			
Airport Pavement Preservation Program	G	727,231	
Specialized Hangar Maintenance	G	50,000	
Hangar Improvements	G	339,184	
On-Call Planning & Environmental	G	650,000	
Runway 3R/21L Extension (Environmental Assessment only)	G/GR	750,000	
Taxiway C AGIS Update	G/GR	96,720	
Alternate Fuel and Dual Taxiway Study at the North Ramp	G/GR	205,789	
RW 12-30 Lighting	G/GR	600,000	
Airfield Striping for Compliance with FAA Part 139	GR	203,425	
Budget and Finance			
Annual Enterprise Resource Processing System Contract	G*	195,000	
City Clerk			
Elections	G*	170,000	
City Manager			
Information Technology			
Cybersecurity Hardware and Services	G*	175,000	
PC's and Laptops	G*	100,000	
Server Infrastructure Hardware, Software, and Licensing	G*	150,000	
Microsoft 365	G*	210,000	
PRCC CAD and RMS Software and Support	G*	265,000	
CentralSquare ComDev Software	G/S/W/WW	225,000	
PRCC RMS Rehost-new Servers/migration/configuration	G*	60,000	
Windows 11 PC Replacements	G*	135,000	270,000
IT Strategic Plan and Operations Study	G*	100,000	
SOC in a Box and Endpoints	G*	170,000	
Server Monkey - Server	G*	165,000	
Laserfische Document Management	G*	50,000	150,000
ESRI - GIS mapping software (3 year contract)	G*	45,000	130,000
Tourism			
Agency Support-Advertising, Public Relations, Media Campaigns	BT	110,000	
Economic Development			
Agency Support-Advertising, Public Relations, Media Campaigns	G	140,000	
Community Development			
Land Development Code Update	G	200,000	
Community Development Operational Analysis	G	100,000	
Facilities			
Facilities One-Time Expenses/Projects			
22013 -- Pavement Replacement (City Parking Lots)	FM	250,000	
25001 -- Exhuast Capture System (City Fire Stations)	G	575,000	
HVAC Replacements	FM	150,000	750,000
Facilities Assessment/Study	FM	200,000	
Facilities Recurring			
Janitorial Services	FM	181,000	
Operational & Janitorial Supplies	FM	100,000	

Authorized Expenditure List for Fiscal Year 2026			
Item	**Fund**	**FY2025-26 Budget**	**Est Total Project**
Fleet			
Fleet One-Time Expenses/Projects			
Six Vehicle Wheel Lifts	F	100,000	
Fleet Recurring			
Tires, Tubes and Service	F	300,000	
Bulk Fuel	G/F	150,000	450,000
Maintenance Machinery & Equipment	F	300,000	
Parts & Supplies	F	910,000	
Vehicle Replacements			
Airport			
New John Deere 6320	G	200,000	
New F250 snow plow lights package	G	110,000	
Replace 981 - E-One	G/GR	1,000,000	
		1,310,000	
Community Development			
Replace 1119 - Ford Escape	G	35,000	
Replace 1177 - Ford Escape	G	35,000	
		70,000	
Fire			
Replace 867 - 1997 International S74 (includes carryover from FY25)	G	450,000	
Replace 964 - 2000	G	40,000	
Replace 1083 - 2004 Chevy Tracker	G	45,000	
Replace 1178 - 2008 Ford ESCAPE	G	45,000	
Replace 1201 - 2006 Rosenbauer	G	900,000	1,800,000
Replace 1307 - 2009 Rosenbauer Gladiator (Carryover from FY25)	G	650,000	1,300,000
Replace 1396 - 2013 Rosenbauer Commander	G	650,000	1,300,000
Replace 1397 - 2013 Rosenbauer Commander (Carryover from FY25)	G	650,000	1,300,000
New Plans Examiner Vehicle	PSTI	45,000	
New Engine for Station 76 (Carryover from FY25)	PSTI	650,000	1,300,000
		4,125,000	
Fleet			
Replace 1082 - 2004 Ford Crown Vic	F	53,000	
IT			
Replace 887 - 1998 Ford F150	G*	45,000	
Replace 943 - 2000 Dodge Dakota	G*	45,000	
Replace 1072 - 2004 Ford Explorer 4x4	G*	45,000	
		135,000	
Police			
FY25 1787 - Upfitting Carryover to FY26	G	50,000	
FY25 1788 - Upfitting Carryover to FY26	G	50,000	
Replace 1142 - 2005 Honda ST1300	G	65,000	
Replace 1305 - 2008 Ford Expedition	G	110,000	
Replace 1313 - 2009 Honda ST1300	G	65,000	
Replace 1324 - 2010 Ford Crown Vic	G	60,000	
Replace 1330 - 2008 Ford Crown Vic	G	60,000	
Replace 1380 - 2012 Chevy Tahoe	G	110,000	
Replace 1596 - 2014 Dodge 1500	G	110,000	
Replace 1591 - 2005 Dodge 2500	G	110,000	
New Tahoe	G	110,000	
New Tahoe	G	110,000	
New Tahoe	G	110,000	
New Tahoe	G	110,000	
New Tahoe	G	125,000	
		1,355,000	
Recreation Services			

Authorized Expenditure List for Fiscal Year 2026

Item	Fund	FY2025-26 Budget	Est Total Project
Replace 892 - 1998 Chevy S10	GC	35,000	
Replace 1031 - 2003 Ford Ranger	GC	35,000	
		70,000	
Recreation Services			
Carryover from FY25 - 928 - 2000 International Dump Truck	G	200,000	
Replace 1340 - 2010 Vermeer Chipper	G	100,000	
Replace #1369 2012 John Deere Excavator	G	65,000	
Replace 954 - 2000 Ford F150	G	50,000	
Replace 1033 - 2003 Chevy 2500HD	G	60,000	
Replace 1134 - 2005 Ford F350	G	120,000	
Replace 1153 - 2006 Ford E350 Van	G	80,000	
Replace Kiosk Machine Card Tap	G	48,042	
		723,042	
Public Works			
Engineering			
Replace 1189 - 2007 Ford F150	E	55,000	
Replace 1262 - 2008 Ford F150	E	55,000	
Replace 1264 - 2008 Ford F150	E	55,000	
		165,000	
Solid Waste			
Replace 1472 - 2017 CAT 930M	SW	350,000	
Replace 1502 - 2019 Peterbilt 520	SW	470,000	
Replace 1503 - 2019 Peterbilt 520	SW	470,000	
		1,290,000	
Streets			
Carry over from FY25 - 1218 - 2007 Peterbilt 357	S	400,000	
Replace 1211 - 2008 Ford F250	S	60,000	
Replace 1453 - 2016 Ford F550	S	150,000	
Replace 1454 - 2016 Ford F550	S	150,000	
Replace 1548 - 2020 Freightliner	S	350,000	
Replace 1037 - 2002 Cat 420D	S	175,000	
New Milling Maching	S	325,000	
		1,610,000	
Transportation Services			
Replace 1414 - 2015 Ford F450	S	90,000	
Replace 612 - 1988 IR Air Compressor	S	30,000	
Replace 1284 - 1996 Precision Message Boards	S	25,000	
Replace 1302 - 1996 Precision Message Boards	S	25,000	
NEW - Long Line Airless Paint Truck - $350,000	S	350,000	
NEW - Traffic Control Worker Pickup Truck with upgrades - $90,000	S	90,000	
NEW - Striping Operator Pickup - $60,000	S	60,000	
NEW - Thermoplastic Application Machine (Apollo III)	S	24,000	
NEW -Thermoplastic Trailer (2 Kettle)	S	70,000	
		764,000	
Water			
1491 2017 Ford F150	W	50,000	
1487 2017 Ford F350	W	70,000	
Carryover from FY25 - 1451 - 2016 Ford F550	W	200,000	
1411 - 2014 Ford F450	W	80,000	
1273 - 2008 Ford F550	W	160,000	
New SUV	W	40,000	
New F150	W	55,000	
New F150	W	55,000	
		710,000	

Authorized Expenditure List for Fiscal Year 2026

Item	Fund	FY2025-26 Budget	Est Total Project
Wastewater			
Replace 934 - 1999 John Deere 410E	WW	175,000	
Replace 1467 - 2016 Ford F150	WW	55,000	
Replace 1421 - 2015 Kenworth T-800	WW	750,000	
Replace 1484 - 2017 Ford F350	WW	80,000	
New Ford F-150 Utility Truck	WW	55,000	
New Ford F-350 Utility Truck	WW	80,000	
New Ford F350	WW	80,000	
		1,275,000	
Fire Department			
Thermal Imaging Cameras	G	135,000	175,000
Municipal Firefighter Cancer Reimbursement Fund Assessment	G	126,550	
Turnout Cleaning and Inspections (IGA w/CAFMA)	G	54,705	
Turnout Coats & Pants (PPE)	G	157,897	
Station Duty Uniforms	G	130,000	390,000
Equipment Decontamination Machine	G	75,000	
Accreditation Manager - Out Source 2-years	G	72,000	144,000
Contract Yavapai County for Emergency Management	G	75,000	225,000
LifePack & Lucas Comprehensive Service Plans	G	20,240	60,720
Regulatory Testing & Inspections (Ladders, Hose & Pumps)	G	89,332	267,996
Third Party Plans Review - NAIS	G	90,000	
Hose & Ladder Inspections	G	19,176	57,528
Training Center Improvements - Tower	PSTI	750,000	1,700,000
Structural Engine Equipment Package (Fire/EMS) E-76	PSTI	363,147	726,293
Fire Station 76 Land, Engineering & Design, build	PSTI	1,058,400	1,949,000
Fire Station 72 Remodel Engineering, Design, Build and Temp Quarters	PSTI	1,510,000	7,560,000
Fire Station 73 Relocation: Land, Design & Engineering	PSTI	2,809,000	10,584,000
Firefighter Wellness/Fitness Physicals (3-year contract)	G	232,750	889,832
Library			
Recurring			
Library Books and Materials (Recurring)	G	202,000	
Capital			
Library 3rd Floor Remodel	LIB IMP	160,000	
Police Department			
Recurring			
PowerDMS Public Safety Software Subscription	G	60,000	
Crisis Counseling Services	G	55,000	
Ammunition	G	55,000	
Police Uniforms and Accessories	G	159,000	
FLOCK ALPR System	G	155,000	
LexisNexis RTCC Software Subscription	G	88,000	
Capital			
Radio Tower Equipment Upgrades	G	1,400,000	1,400,000
Tactical Operations Robot	G	50,000	
Small Unmanned Aerial System (sUAS)	G	51,000	
Leica 3D Sanner	G	121,026	
Property & Evidence Facility	PSTI	8,330,000	8,330,000
Police Facility Enhance/Renovations	G/PSTI	316,000	6,361,740
Police Facility Expansion	PSTI	241,000	28,917,000
Firing Range Improvement	PSTI	460,000	460,000

Authorized Expenditure List for Fiscal Year 2026			
Item	**Fund**	**FY2025-26 Budget**	**Est Total Project**
Public Works			
Recurring			
Personal Protection Equipment	S/SW/W/WW	100,000	
Uniform Rental & Laundry	S/SW/W/WW	100,000	
Emergency & On-Call Traffic Control Services	G/S/SW/W/WW	120,000	
Appraisal Services	S/SW/W/WW	100,000	
Title & Escrow Services	S/SW/W/WW	75,000	
Engineering/Inspections/ Project Management			
Citywide Rate and Fee Study - Permit Center Fees	G/S/W/WW	75,000	
Double D Rd Reconstruction and Drainage Improvements	S	2,400,000	
Downtown Bollard Project	S	345,000	
Street Maintenance Site Improvements Phase 1	S	550,000	
Willow Creek Road Improvements between Jenna and James Design	S	500,000	
Willow Lake Dam Repair: Discharge Valve Study	WW	250,000	
Centralization - Airport WRF Solids Handling Facility	WW	4,502,000	13,152,000
Wildwood Lift Station Abandonment	WW	820,000	
FY24 City Wide Water Main Replacement Phase 1 (Downer Trail, Idylwild, Parker Dr.)	W	1,355,000	
FY24 City Wide Water Main Replacement Phase 2 (Willow St., Ash St., Brush St., Country Club Cir., Rimrock Cir.)	W	2,170,000	
FY24 City Wide Water Main Replacement Phase 3 Design	W	250,000	
Zone 24/27 Water Pipeline Upsizing	W	4,258,000	4,300,000
Cherry Drive Roadway Improvements	W/S	1,750,000	
Whetstine Recon	W/S	1,000,000	2,000,000
Yavapai County Flood Control District Projects	S	**800,000**	
Hornet Drive Drainage Improvements			
Dexter Neighborhood Drainage Improvements Design			
Cortez Street Alley Reconstruction			
Lakeview Drainage			
Pavement Preservation Program Expenses	S	**9,000,000**	
Pavement Preservation - Crack Seal Materials and Installation			
Trip Hazard Elimination			
Sidewalk Repair and Replacement			
Pavement Rejuvenation			
Fog and Seal Coat			
Pavement Recon Stetson Road			
Pavement Reconstruction Program Expenses	S	**4,360,000**	
NPDES			
Healthy Lakes Program: Water quality treatments, maintenance, and monitoring for 4 la	W	682,751	
Green Stormwater Infrastructure Program	W	470,000	
Solid Waste			
65 Gallon Residential Garbage and Recycyle Containers	SW	370,000	
Commercial Front-Load and Roll-Off Dumpsters	SW	148,200	
Waste Management Disposal Fees	SW	3,750,000	
Garbage and Recycling Hauling Fees	SW	2,300,000	
Recycle Processing Fees	SW	350,000	
Routing GPS Software	SW	50,000	
Household Hazardous Waste Event	SW/W/WW	102,500	

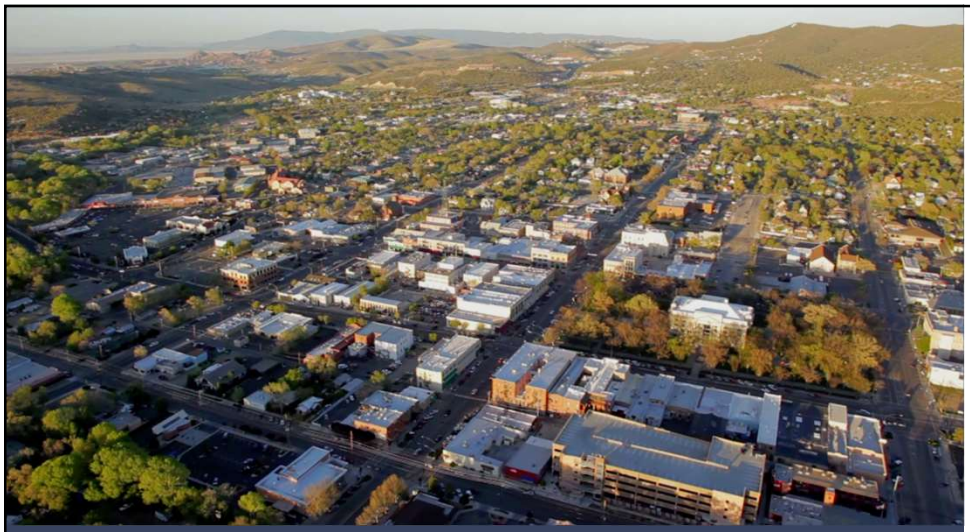
Authorized Expenditure List for Fiscal Year 2026

Item	Fund	FY2025-26 Budget	Est Total Project
Streets			
Deicing Material and Cinders	S	125,000	
Operated Equipment Contracts	S	120,000	
Operating Hauling Contracts	S	160,000	
Street Maintenance Materials (8350)	S	700,000	
Transportation / Traffic			
Traffic Signal Cabinets and GridSmart Detection Systems	S	220,000	
Rectangular Rapid Flash Beacon (2 crosswalk system, solar, 4 button/beacons)	S	50,000	
Sign shop materials	S	65,000	
Emergency & On-Call Traffic Control Services	G/S	120,000	
Annual Striping Program	S	300,000	
Utilities - Water / Wastewater			
Trenchless Technologies (CIPP, Pipe Bursting)	WW	800,000	
Root Control	WW	180,000	
Lift Station Control Panel Replacements	WW	100,000	
Lift Station Rehab	WW	180,000	
Manhole Rehabilitation & Replacements	WW	500,000	
Generator Replacements and New Purchases	WW	100,000	
Sewer Main Point Repairs	WW	100,000	
Biosolids Hauling	WW	355,000	
Sundog Primary Clarifer Rehabilitation	WW	300,000	
Sundog Barscreen Replacement	WW	250,000	
Polymer (Polymers are used in the sludge dewatering process)	WW	180,000	
Course Salt (Used to make bleach)	WW	70,000	
Disc Filter Panel Replacements	WW	100,000	
Reclaimed Water Tank Maintenance (sandblast, recoat inside & out)	WW	600,000	
Secondary Clarifier Maintenance (1) (sandblast, recoat)	WW	350,000	
Airport WRF Barscreen Repairs	WW	250,000	
Water Meters Purchase	W	300,000	
Potable water tank inspections	W	200,000	
AP3 Arsenic Media Changeout	W	260,000	
Water /Wastewater Street Maintenance Materials	W	300,000	
Water/Wastewater Materials	W/WW	450,000	
Water/Wastewater Treatment Chemicals	W/WW	350,000	
Water/Wastewater Analytical Services	W/WW	75,000	
Water/Wastewater Pump Repair & Replacement	W/WW	165,000	
Electrical Maintenance (Caliber Electrical)	W/WW	125,000	
Water Resources			
Professional Services by Matrix New World Consulting (D&O)	W	55,000	
Professional Services by Matrix New World Consulting (CA1)	W	205,000	
Big Chino Water Ranch Land Management	W	90,000	
Big Chino Water Ranch Water Aerial Photography	W	100,000	
Professional Services by Carollo (LTWMP)	W	190,000	
Recreation			
Recurring			
Rec Services Pavement Preservation	G	400,000	Ongoing
One-time Expenses/Projects			
26020 -- Playground Replacements	G	290,151	1,080,151
26022 -- Goldwater Road Reconstruction	G	600,000	
26021 -- Field Light Renovation (LED) Heritage Park	G	1,210,000	
26023 -- Peavine Trail Fencing	G	120,000	360,000
19017 -- West Granite Creek Park Improvements	G	80,000	800,000
23017 -- Parks Maintenance Shop	G,S	350,000	

Authorized Expenditure List for Fiscal Year 2026			
Item	**Fund**	**FY2025-26 Budget**	**Est Total Project**

Fund Legend:

G - General Fund
G* - General Fund Cost Recovered
GR - Grant
PSTI - Public Safety Tax Initiative
LIB IMPACT - Library Development Impact Fee Fund
BT - Bed Tax
S - Streets Fund
W - Water
WW - Water
SW - Solid Waste
FM - Facilities Management
F - Fleet Manangement



Fiscal Year 2026 – Final Budget Adoption
June 24, 2025

CITY OF PRESCOTT ARIZONA

1

FY26 Council Budget Process to Date

12/3/24 to 12/4/24	Council Strategic Planning Retreat
02/25/25	FY25 mid-year budget report and FY26 preliminary look
01/09/25 to 03/14/25	Department planning and submission of budget information and requests
03/24/25 to 04/11/25	City Manager and Budget Department review and formation of FY25 proposed budget
05/16/25	Annual Council Budget Workshop
06/10/25	Tentative budget adoption FY26
06/24/25	Final budget adoption FY26
07/08/25	Adopt property tax levies

2

2

Proposed Total City Budget

	FY25 Revised Budget	FY26 Proposed Budget	% Chg
Operating Budget	$ 136,325,133	$ 145,732,441	6.9%
Capital Budget	122,088,210	148,013,721	21.2%
Subtotal	258,413,343	293,746,162	13.7%
Contingency	20,200,000	10,000,000	-50.5%
Total	$ 278,613,343	$ 303,746,162	9.0%

3

3

Property Tax

	FY2025 Adopted	FY2026 Proposed
Levy	$2,267,210	$2,304,514
Rate	0.2423 per $100 assessed	0.2329 per $100 assessed

- Increased based on the value of new construction only $37,304
- No other increase proposed –
  - Maximum allowable levy limit is $2,397,526
  - This will be the second consecutive year of no increase in levy, but the levy limit continues to increase at 2% per year.

4

4

Next Steps in the Adoption Process

6/24/2025 1) Public hearing for:
- FY26 Budget
- Alternative Expenditure Limitation (Home Rule)
- Property Tax Levy

2) Special meeting to adopt:
- Final Budget
- Personnel Roster
- Approved Expenditure List

7/8/2025 Adopt property tax levies

5

5

Resolution 2025-1927
Exhibit C

FY26 Budget - Authorized Position Roster

Positions by Department and Division	FY2024	FY2025	FY2026	Pay Range Min	Pay Range Mid	Pay Range Max	Pay Grade
Airport							
Airport Director	1.00	1.00	1.00		Unclassified		Open
Airport Operations Superintendent	1.00	1.00	1.00	83,924	104,905	125,885	117
Airport Services Manager	1.00	1.00	1.00	83,924	104,905	125,885	117
Capital Project Manager	1.00	1.00	1.00	88,959	111,199	133,439	118
Airport Leasing & Property Administrator	0.00	0.00	1.00	70,464	88,080	105,696	114
Airport Leasing & Property Specialist	0.00	1.00	0.00	70,464	88,080	105,696	114
Airport Operations Supervisor	2.00	2.00	2.00	66,475	83,094	99,713	113
Management Analyst	1.00	1.00	1.00	66,475	83,094	99,713	113
Airport Maintenance Coordinator	1.00	1.00	1.00	55,814	69,768	83,721	110
Airport Operations Specialist	1.00	1.00	1.00	53,156	66,445	79,734	109
Airport Operations Technician	2.00	2.00	2.00	48,214	60,268	72,321	107
Administrative Specialist	1.00	0.00	0.00	43,732	54,665	65,598	105
Total Airport	**12.00**	**12.00**	**12.00**				
Budget and Finance							
Budget and Treasury							
Finance Director	1.00	1.00	1.00		Unclassified		Open
Budget Manager	1.00	0.00	0.00	70,464	88,080	105,696	114
Total Budget and Finance	2.00	1.00	1.00				
Purchasing							
Purchasing Manager	1.00	1.00	1.00		Unclassified		Open
Contracts Coordinator	0.00	1.00	1.00	62,713	78,391	94,069	112
Financial Services Specialist III	1.00	1.00	1.00	50,625	63,281	75,937	108
Total Purchasing	2.00	3.00	3.00				
Accounting Services							
Deputy Finance Director	1.00	1.00	1.00		Unclassified		Open
Senior Accountant	1.00	2.00	2.00	74,692	93,365	112,038	115
Payroll Supervisor	1.00	1.00	1.00	70,464	88,080	105,696	114
Accountant	1.00	1.00	1.00	62,713	78,391	94,069	112
Total Accounting Services	4.00	5.00	5.00				
Revenue Services							
Revenue Manager	1.00	1.00	1.00		Unclassified		Open
Billing Analyst	1.00	1.00	1.00	55,814	69,768	83,721	110
Tax Compliance Analyst	1.00	1.00	1.00	55,814	69,768	83,721	110
Financial Services Supervisor	0.00	1.00	1.00	66,475	83,094	99,713	113
Financial Services Specialist III	2.00	1.00	1.00	50,625	63,281	75,937	108
Financial Services Specialist I & II	4.00	3.00	3.00	45,918	57,398	68,878	106
Total Revenue Services	9.00	8.00	8.00				
Total Budget and Finance	**17.00**	**17.00**	**17.00**				
City Clerk							
City Clerk	1.00	1.00	1.00		Unclassified		Open
Deputy City Clerk	1.00	1.00	1.00	59,163	73,954	88,744	111
City Clerk Specialist	1.00	0.00	0.00	48,214	60,268	72,321	107
Senior City Clerk Specialist	0.00	1.00	1.00	53,156	66,445	79,734	109
Total City Clerk	**3.00**	**3.00**	**3.00**				

Resolution 2025-1927
Exhibit C

FY26 Budget - Authorized Position Roster

Positions by Department and Division	FY2024	FY2025	FY2026	Pay Range Min	Pay Range Mid	Pay Range Max	Pay Grade
City Council							
Mayor	1.00	1.00	1.00	15,330	15,330	15,330	n/a
Councilmembers	6.00	6.00	6.00	10,424	10,424	10,424	n/a
Administrative Specialist	0.75	0.75	0.75	43,732	54,665	65,598	105
Total City Council	**7.75**	**7.75**	**7.75**				
City Court							
City Judge	0.00	0.00	1.00		Unclassified		Open
Administrative Supervisor	0.00	0.00	1.00	66,475	83,094	99,713	113
Business Manager	1.00	1.00	0.00	55,814	69,768	83,721	110
Court Clerk I & II	6.00	5.00	5.00	43,732	54,665	65,598	105
Court Clerk III	0.00	1.00	1.00	48,214	60,268	72,321	107
Total City Court	**7.00**	**7.00**	**8.00**				
City Manager							
City Manager's Office							
City Manager	1.00	1.00	1.00		Unclassified		Open
Deputy City Manager	1.00	1.00	1.00		Unclassified		Open
Executive Assistant	1.00	1.00	1.00	55,814	69,768	83,721	110
Total City Manager's Office	3.00	3.00	3.00				
Community Outreach & Tourism							
Community Outreach Director	0.00	1.00	1.00		Unclassified		Open
Economic Development Manager	0.00	0.00	1.00	83,924	104,905	125,885	117
Community Outreach Manager	1.00	0.00	0.00		Unclassified		Open
Communications Manager	0.00	0.00	1.00	83,924	104,905	125,885	117
Tourism Manager	0.00	1.00	1.00	66,475	83,094	99,713	113
Tourism Group Sales & Marketing Manager	0.00	1.00	1.00	66,475	83,094	99,713	113
Tourism and Economic Initiatives Manager	1.00	0.00	0.00		Unclassified		Open
Tourism and Economic Initiatives Coordinator	1.00	0.00	0.00	62,713	78,391	94,069	112
Administrative Specialist	0.25	0.25	0.25	43,732	54,665	65,598	105
Total Community Outreach & Tourism	3.25	3.25	5.25				
Human Resources							
Human Resources Director	1.00	1.00	1.00		Unclassified		Open
Human Resources Manager	1.00	1.00	1.00		Unclassified		Open
Senior Human Resources Business Partner	2.00	2.00	2.00	70,464	88,080	105,696	114
Human Resources Business Partner	2.00	2.00	2.00	55,814	69,768	83,721	110
Human Resources Support Specialist	1.00	1.00	1.00	43,732	54,665	65,598	105
Total Human Resources	7.00	7.00	7.00				
Information Technology							
Director of Information Technology	1.00	1.00	1.00		Unclassified		Open
IT Operations Manager	1.00	1.00	1.00	83,924	104,905	125,885	117
IT Applications Manager	0.00	0.00	1.00	83,924	104,905	125,885	117
Help Desk Manager	1.00	1.00	1.00	83,924	104,905	125,885	117
GIS Coordinator	1.00	1.00	1.00	79,173	98,967	118,760	116
Network Engineer	3.00	3.00	3.00	74,692	93,365	112,038	115
IT Database Administrator	1.00	1.00	0.00	74,692	93,365	112,038	115
IT Specialist I & II	9.00	9.00	9.00	62,713	78,391	94,069	112
GIS Specialist	2.00	2.00	2.00	62,713	78,391	94,069	112
Total Information Technology	19.00	19.00	19.00				
Total City Manager	**32.25**	**32.25**	**34.25**				

Resolution 2025-1927
Exhibit C

FY26 Budget - Authorized Position Roster

Positions by Department and Division	FY2024	FY2025	FY2026	Pay Range Min	Pay Range Mid	Pay Range Max	Pay Grade
Community Development							
Administration							
Community Development Director	0.50	1.00	1.00		Unclassified		Open
Operations Manager	0.00	1.00	1.00	83,924	104,905	125,885	117
Administrative Coordinator	0.00	0.00	1.00	55,814	69,768	83,721	110
Operations Analyst	0.00	1.00	0.00	53,156	66,445	79,734	109
Total Administration	0.50	3.00	3.00				
Planning and Zoning							
Planning Manager	1.00	1.00	1.00	112,309	140,386	168,463	118
Planner	2.00	2.00	2.00	70,464	88,080	105,696	114
Development Services Supervisor	0.50	0.00	0.00	62,713	78,391	94,069	112
CDBG Admin/Com Dev Coordinator	1.00	1.00	1.00	59,163	73,954	88,744	111
Associate Planner	0.00	0.00	1.00	48,214	60,268	72,321	107
Development Services Representative II	1.00	0.00	0.00	45,918	57,398	68,878	106
Development Services Representative I	1.00	0.00	0.00	43,732	54,665	65,598	105
Administrative Specialist	1.00	1.00	0.00	43,732	54,665	65,598	105
Total Planning and Zoning	7.50	5.00	5.00				
Building Safety							
Community Development Director	0.50	0.00	0.00		Unclassified		Open
Chief Building Official	1.00	1.00	1.00	83,924	104,905	125,885	122
Senior Plans Examiner	1.00	1.00	1.00	66,475	83,094	99,713	113
Development Services Supervisor	0.50	0.00	0.00	62,713	78,391	94,069	112
Plans Examiner	1.00	2.00	2.00	62,713	78,391	94,069	112
Development Services Representative II	0.00	1.00	1.00	45,918	57,398	68,878	106
Development Services Representative I	0.00	1.00	2.00	43,732	54,665	65,598	105
Building Inspector	2.00	2.00	2.00	55,814	69,768	83,721	110
Permit Technician/Plans Examiner	1.00	0.00	0.00	55,814	69,768	83,721	110
Administrative Specialist	0.00	1.00	0.00	43,732	54,665	65,598	105
Total Building Safety	7.00	9.00	9.00				
Neighborhood Services							
Neighborhood Services Specialist	2.00	2.00	2.00	55,814	69,768	83,721	110
Total Neighborhood Services	2.00	2.00	2.00				
Private Engineering Review (Moved from Public Works)							
Civil Engineer/Supervisor	0.00	0.00	1.00	88,959	111,199	133,439	118
Building Inspector	0.00	0.00	1.00	55,814	69,768	83,721	110
Engineering Technician	0.00	0.00	1.00	55,814	69,768	83,721	110
Permit Technician/Plans Examiner	0.00	0.00	1.00	48,214	60,268	72,321	107
Total Private Engineering Review	0.00	0.00	4.00				
Water Resources (Moved from Public Works)							
Water Resource/Environmental Services Manager	0.00	0.00	1.00	112,309	140,386	168,463	122
Water Resource Project Manager	0.00	0.00	2.00	83,924	104,905	125,885	117
Total Water Resources	0.00	0.00	3.00				
Total Community Development	**17.00**	**19.00**	**26.00**				

Resolution 2025-1927
Exhibit C

FY26 Budget - Authorized Position Roster

Positions by Department and Division	FY2024	FY2025	FY2026	Pay Range Min	Pay Range Mid	Pay Range Max	Pay Grade
Fire Department							
Administration							
Fire Chief	1.00	1.00	1.00		Unclassified		Open
Administrative Supervisor	0.00	1.00	1.00	66,475	83,094	99,713	113
Administrative Coordinator	1.00	1.00	1.00	55,814	69,768	83,721	110
Administrative Specialist	1.00	2.00	2.00	43,732	54,665	65,598	105
Administrative Specialist PSTI	0.00	0.00	1.00	43,732	54,665	65,598	105
Total Administration	3.00	5.00	6.00				
Community Risk Reduction							
Fire Marshal	0.00	0.50	0.50	105,952	132,440	158,928	122
Wildfire Risk Reduction Manager	1.00	1.00	1.00	66,475	83,094	99,713	113
Plans Examiner/Building Fire Inspector	2.00	2.00	2.00	62,713	78,391	94,069	112
Plans Examiner/Building Fire Inspector PSTI	0.00	0.00	1.00	62,713	78,391	94,069	112
Administrative Specialist	1.00	0.00	0.00	43,732	54,665	65,598	105
Total Community Risk Reduction	4.00	3.50	4.50				
Emergency Services							
Deputy Fire Chief	1.00	1.00	1.00		Unclassified		Open
Operations Chief	1.00	0.00	0.00		Unclassified		Open
Division Chief	0.00	1.00	1.00	112,309	140,386	168,463	122
Battalion Chief	3.00	3.00	3.00	105,952	132,440	158,928	121-S
Fire Captain	16.00	16.00	16.00	83,924	104,905	125,885	117-S
Fire Captain PSTI	0.00	1.00	2.00	83,924	104,905	125,885	117-S
Fire Engineer	19.00	19.00	19.00	70,464	88,080	105,696	114-S
Fire Engineer PSTI	0.00	1.00	2.00	70,464	88,080	105,696	114-S
Firefighter	31.00	31.00	31.00	55,814	69,768	83,721	110-S
Firefighter PSTI	0.00	4.00	6.00	55,814	69,768	83,721	110-S
Total Emergency Services	71.00	77.00	81.00				
Fire Professional Services							
Division Chief	1.00	1.00	1.00	112,309	140,386	168,463	122
Fire Marshal	0.00	0.50	0.50	105,952	132,440	158,928	122
Administrative Coordinator	1.00	0.00	0.00	55,814	69,768	83,721	110
Total Fire Professional Services	2.00	1.50	1.50				
Total Fire Department	**80.00**	**87.00**	**93.00**				
Legal							
City Attorney	1.00	1.00	1.00		Unclassified		Open
Deputy City Attorney	1.00	1.00	1.00		Unclassified		Open
Senior Assistant City Attorney	0.00	1.00	1.00	112,309	140,386	168,463	122
Assistant City Attorney	2.00	1.00	1.00	99,954	124,943	149,932	120
Legal Services Administrator	1.00	1.00	1.00	66,475	83,094	99,713	113
Paralegal	0.00	1.00	1.00	55,814	69,768	83,721	110
Risk Coordinator	1.00	1.00	1.00	50,625	63,281	75,937	108
Safety Coordinator	1.00	1.00	1.00	50,625	63,281	75,937	108
Legal Assistant II	1.00	1.00	1.00	48,214	60,268	72,321	107
Legal Assistant I	1.00	1.00	1.00	45,918	57,398	68,878	106
Total Legal Department	**9.00**	**10.00**	**10.00**				

Resolution 2025-1927
Exhibit C

FY26 Budget - Authorized Position Roster

Positions by Department and Division	FY2024	FY2025	FY2026	Pay Range Min	Pay Range Mid	Pay Range Max	Pay Grade
Library							
Public Services							
Library Director	1.00	1.00	1.00		Unclassified		Open
Assistant Library Director	1.00	1.00	1.00		Unclassified		Open
Lead Librarian	2.00	2.00	2.00	66,475	83,094	99,713	113
Librarian	4.00	4.00	5.00	59,163	73,954	88,744	111
Librarian Trainee	1.00	1.00	0.00	59,163	73,954	88,744	111
Library Specialist	2.00	2.00	2.00	45,918	57,398	68,878	106
Library Assistant	4.50	4.50	4.50	39,666	49,582	59,499	103
Total Public Services	15.50	15.50	15.50				
Support Services							
Library Manager, Support Services	1.00	1.00	1.00		Unclassified		Open
Librarian	1.00	1.00	1.00	59,163	73,954	88,744	111
Maintenance Technician	1.00	1.00	1.00	45,918	57,398	68,878	106
Administrative Specialist	1.00	1.00	1.00	43,732	54,665	65,598	105
Library Assistant	1.00	1.00	1.00	39,666	49,582	59,499	103
Custodian	1.00	1.00	1.00	35,978	44,973	53,967	101
Total Support Services	6.00	6.00	6.00				
Total Library	**21.50**	**21.50**	**21.50**				
Police Department							
Administration							
Police Chief	1.00	1.00	1.00		Unclassified		Open
Deputy Police Chief	1.00	1.00	1.00		Unclassified		Open
Police Administrator	1.00	1.00	1.00	112,309	140,386	168,463	122
Administrative Supervisor	1.00	1.00	1.00	66,475	83,094	99,713	113
IT Specialist PSTI	0.00	0.00	1.00	62,713	78,391	94,069	112
Administrative Coordinator	1.00	1.00	1.00	55,814	69,768	83,721	110
Senior Victim Advocate	1.00	1.00	1.00	50,625	63,281	75,937	108
Victim Advocate	1.00	1.00	1.00	45,918	57,398	68,878	106
Total Administration	7.00	7.00	8.00				
Patrol Operations Bureau							
Police Lieutenant	2.00	2.00	2.00	112,309	140,386	168,463	122
Police Sergeant	7.00	6.00	7.00	88,959	111,199	133,439	118
Police Officer	49.00	54.00	53.00	66,475	83,094	99,713	113
Police Officer - PSTI	0.00	6.00	12.00	66,475	83,094	99,713	113
Animal Control Supervisor	1.00	1.00	1.00	50,625	63,281	75,937	108
Animal Control Officer	1.00	1.00	1.00	45,918	57,398	68,878	106
Office Assistant	0.50	0.50	0.50	37,777	47,221	56,666	102
Total Patrol Operations Bureau	60.50	70.50	76.50				

FY26 Budget - Authorized Position Roster

Positions by Department and Division	FY2024	FY2025	FY2026	Pay Range Min	Pay Range Mid	Pay Range Max	Pay Grade
Police Department (Continued)							
Special Operations Bureau							
Police Lieutenant	1.00	1.00	1.00	112,309	140,386	168,463	122
Police Sergeant	3.00	4.00	4.00	88,959	111,199	133,439	118
Police Officer	21.00	17.00	17.00	66,475	83,094	99,713	113
Administrative Coordinator	1.00	1.00	1.00	55,814	69,768	83,721	110
Crime Scene Investigator	1.00	1.00	1.00	53,156	66,445	79,734	109
Property & Evidence Technician	2.00	2.00	2.00	50,625	63,281	75,937	108
Civilian Parking Accident Investigator	1.00	1.00	1.00	48,214	60,268	72,321	107
Station Coordinator	1.00	1.00	1.00	43,732	54,665	65,598	105
Administrative Specialist	0.00	1.00	1.00	43,732	54,665	65,598	105
Office Assistant	1.00	0.00	0.00	37,777	47,221	56,666	102
Total Special Operations Bureau	32.00	29.00	29.00				
Support Bureau							
Police Officer	2.00	1.00	1.00	66,475	83,094	99,713	113
Police Records Supervisor	1.00	1.00	1.00	62,713	78,391	94,069	112
Administrative Coordinator	0.00	0.00	1.00	55,814	69,768	83,721	110
Police Records Clerk	3.00	3.00	3.00	43,732	54,665	65,598	105
Police Records Clerk PSTI	0.00	0.00	1.00	43,732	54,665	65,598	105
Administrative Specialist	1.00	1.00	0.00	43,732	54,665	65,598	105
Total Support Bureau	7.00	6.00	7.00				
Total Police Department	**106.50**	**112.50**	**120.50**				
Regional Communications							
PRCC Manager	1.00	1.00	1.00	88,959	111,199	133,439	118
GIS Coordinator	0.00	0.00	0.50	79,173	98,967	118,760	116
PRCC Assistant Manager	1.00	1.00	1.00	74,692	93,365	112,038	115
Public Safety Telecommunicator Supervisor	5.00	5.00	5.00	66,475	83,094	99,713	113
Public Safety Telecommunicator	28.00	28.00	28.00	53,156	66,445	79,734	109
Total Regional Communications	**35.00**	**35.00**	**35.50**				

Resolution 2025-1927
Exhibit C

FY26 Budget - Authorized Position Roster

Positions by Department and Division	FY2024	FY2025	FY2026	Pay Range Min	Pay Range Mid	Pay Range Max	Pay Grade
Public Works							
Engineering							
Quality Assurance Manager	0.40	0.00	0.00		Unclassified		Open
Water Resource/Environmental Svcs Manager	0.34	0.00	0.00		Unclassified		Open
City Engineer	0.00	0.25	0.00		Unclassified		Open
Drainage Engineer	0.00	0.00	0.50	112,309	140,386	168,463	122
Civil Engineer/Supervisor	0.33	0.00	0.00	88,959	111,199	133,439	118
Capital Project Manager	5.00	5.00	5.00	88,959	111,199	133,439	118
Real Estate Administrator	1.00	1.00	1.00	83,924	104,905	125,885	118
City Surveyor	1.00	1.00	1.00	83,924	104,905	125,885	117
Environmental Program Manager	0.00	0.70	0.70	70,464	88,080	105,696	117
Environmental Project Manager	0.00	1.00	1.00	66,475	83,094	99,713	114
Construction Inspection Supervisor	1.00	1.00	1.00	66,475	83,094	99,713	113
Senior Engineering Technician	0.50	0.50	1.00	66,475	83,094	99,713	113
Environmental Coordinator	1.00	0.00	0.00	59,163	73,954	88,744	111
Stormwater Specialist	1.00	0.70	0.70	59,163	73,954	88,744	111
Construction Inspector	5.00	5.00	5.00	55,814	69,768	83,721	110
Building Inspector	0.50	0.50	0.00	55,814	69,768	83,721	110
Engineering Technician	0.90	0.40	0.00	55,814	69,768	83,721	110
Permit Technician/Plans Examiner	0.40	0.40	0.00	48,214	60,268	72,321	107
Total Engineering	18.37	17.45	16.90				

Resolution 2025-1927
Exhibit C

FY26 Budget - Authorized Position Roster

Positions by Department and Division	FY2024	FY2025	FY2026	Pay Range Min	Pay Range Mid	Pay Range Max	Pay Grade
Utilities							
Public Works Director	0.50	0.50	0.50		Unclassified		Open
Deputy Public Works Director	1.00	1.00	1.00		Unclassified		Open
Water Resource/Environmental Svcs Manager	0.66	1.00	0.00		Unclassified		Open
Utilities Manager	1.00	1.00	1.00		Unclassified		Open
Capital Program Manager	0.66	0.66	0.66		Unclassified		Open
Financial & Business Operations Manager	0.50	0.50	0.00		Unclassified		Open
Quality Assurance Manager	0.60	0.00	0.00		Unclassified		Open
City Engineer	0.00	0.50	0.00		Unclassified		Open
Drainage Engineer	0.00	0.00	0.50	112,309	140,386	168,463	122
Senior Infrastructure Analyst	1.00	1.00	1.00	94,297	117,871	141,445	119
Civil Engineer/Supervisor	0.67	0.67	0.00	88,959	111,199	133,439	118
Operations Manager	0.00	0.00	0.50	83,924	104,905	125,885	117
Water Resource Project Manager	2.00	2.00	0.00	83,924	104,905	125,885	117
Water Superintendent	1.00	1.00	1.00	83,924	104,905	125,885	117
Wastewater Superintendent	1.00	1.00	1.00	83,924	104,905	125,885	117
Environmental Program Manager	0.00	0.30	0.30	83,924	104,905	125,885	117
Water Operations Supervisor	2.00	2.00	2.00	66,475	83,094	99,713	113
Wastewater Collection Supervisor	2.00	2.00	2.00	66,475	83,094	99,713	113
WW Treatment Plant Operations Supervisor	1.00	1.00	2.00	66,475	83,094	99,713	113
Management Analyst	0.50	0.50	0.50	66,475	83,094	99,713	113
Senior Engineering Technician	0.50	0.50	0.00	66,475	83,094	99,713	113
Contract/Purchasing Administrator	0.50	0.00	0.00	62,713	78,391	94,069	112
Stormwater Specialist	0.00	0.30	0.30	59,163	73,954	88,744	111
Senior WW Treatment Plant Operator	2.00	2.00	2.00	59,163	73,954	88,744	111
Wastewater Treatment Plant Operator	5.00	5.00	6.00	55,814	69,768	83,721	110
WWTP Lab Tech/Relief Operator	1.00	1.00	0.00	55,814	69,768	83,721	110
Engineering Technician	1.10	0.60	0.00	55,814	69,768	83,721	110
Building Inspector	0.50	0.50	0.00	55,814	69,768	83,721	110
Administrative Coordinator	1.00	1.50	1.50	55,814	69,768	83,721	110
Elect Maint & SCADA Tech	1.00	1.00	1.00	53,156	66,445	79,734	109
Maintenance Specialist	5.00	5.00	6.00	53,156	66,445	79,734	109
Water Protection Specialist	2.00	2.00	2.00	53,156	66,445	79,734	109
Water Operator	5.00	5.00	5.00	53,156	66,445	79,734	109
Senior Utility Worker	11.00	11.00	11.00	50,625	63,281	75,937	108
Permit Technician/Plans Examiner	0.60	0.60	0.00	48,214	60,268	72,321	107
Development Coordinator/Records Control	0.67	0.67	0.67	48,214	60,268	72,321	107
Accounts Payable/Purchasing Specialist	0.50	0.50	0.50	45,918	57,398	68,878	106
Utility Worker	19.00	19.00	19.00	45,918	57,398	68,878	106
Administrative Specialist	1.60	1.00	2.00	43,732	54,665	65,598	105
Office Assistant	2.00	2.00	1.00	37,777	47,221	56,666	102
Total Utilities	76.06	75.80	71.93				

FY26 Budget - Authorized Position Roster

Positions by Department and Division	FY2024	FY2025	FY2026	Pay Range Min	Pay Range Mid	Pay Range Max	Pay Grade
Solid Waste							
Public Works Director	0.25	0.25	0.25		Unclassified		Open
Deputy Public Works Director	0.50	0.50	0.50		Unclassified		Open
Financial & Business Operations Manager	0.25	0.25	0.00		Unclassified		Open
City Engineer	0.00	0.25	0.00		Unclassified		Open
Operations Manager	0.00	0.00	0.25	83,924	104,905	125,885	117
Solid Waste Superintendent	1.00	1.00	1.00	83,924	104,905	125,885	117
Management Analyst	0.25	0.25	0.25	66,475	83,094	99,713	113
Solid Waste Supervisor	2.00	2.00	2.00	66,475	83,094	99,713	113
Contract/Purchasing Administrator	0.25	0.00	0.00	62,713	78,391	94,069	112
Administrative Coordinator	0.00	0.75	0.75	55,814	69,768	83,721	110
Senior Equipment Operator	4.00	4.00	4.00	53,156	66,445	79,734	109
Equipment Mechanic	1.00	1.00	1.00	50,625	63,281	75,937	108
Equipment Operator	23.00	25.00	25.00	48,214	60,268	72,321	107
Accounts Payable/Purchasing Specialist	0.25	0.25	0.25	45,918	57,398	68,878	106
Administrative Specialist	1.10	2.00	4.00	43,732	54,665	65,598	105
Office Assistant	1.00	1.00	0.00	37,777	47,221	56,666	102
Fee Booth Attendant	1.00	1.00	1.00	37,777	47,221	56,666	102
Maintenance Worker	2.00	2.00	2.00	37,777	47,221	56,666	102
Total Solid Waste	37.85	41.50	42.25				
Street Maintenance							
Public Works Director	0.25	0.25	0.25		Unclassified		Open
Deputy Public Works Director	0.50	0.50	0.50		Unclassified		Open
Financial & Business Operations Manager	0.25	0.25	0.00		Unclassified		Open
Capital Program Manager	0.34	0.34	0.34		Unclassified		Open
Transportation Manager	1.00	1.00	1.00	112,309	140,386	168,463	122
Civil Engineer/Supervisor	0.00	0.33	0.00	88,959	111,199	133,439	118
Capital Projects Manager	0.00	0.00	1.00	88,959	111,199	133,439	118
Pavement Program Manager	0.00	1.00	0.00	83,924	104,905	125,885	117
Operations Manager	0.00	0.00	0.25	83,924	104,905	125,885	117
Street Maintenance Superintendent	1.00	1.00	1.00	83,924	104,905	125,885	117
Traffic Signal Supervisor	1.00	1.00	1.00	70,464	88,080	105,696	114
Management Analyst	0.25	0.25	0.25	66,475	83,094	99,713	113
Streets Supervisor	2.00	1.00	2.00	66,475	83,094	99,713	113
Traffic Control Supervisor	1.00	1.00	1.00	66,475	83,094	99,713	113
Contract/Purchasing Administrator	0.25	0.00	0.00	62,713	78,391	94,069	112
Striping Operator	0.00	0.00	1.00	59,163	73,954	88,744	111
Traffic Signal Specialist	2.00	2.00	2.00	55,814	69,768	83,721	110
Engineering Technician	1.00	1.00	1.00	55,814	69,768	83,721	110
Administrative Coordinator	0.00	0.75	0.75	55,814	69,768	83,721	110
Senior Equipment Operator	4.00	4.00	4.00	53,156	66,445	79,734	109
Signs and Markings Technician	0.00	0.00	1.00	53,156	66,445	79,734	109
Development Coordinator/Records Control	0.33	0.33	0.33	48,214	60,268	72,321	107
Equipment Operator	18.00	18.00	17.00	48,214	60,268	72,321	107
Traffic Control Worker	2.00	2.00	2.00	48,214	60,268	72,321	107
Accounts Payable/Purchasing Specialist	0.25	0.25	0.25	45,918	57,398	68,878	106
Administrative Specialist	1.30	1.00	2.00	43,732	54,665	65,598	105
Office Assistant	1.00	1.00	0.00	37,777	47,221	56,666	102
Total Street Maintenance	37.72	38.25	39.92				

Resolution 2025-1927
Exhibit C

FY26 Budget - Authorized Position Roster

Positions by Department and Division	FY2024	FY2025	FY2026	Pay Range Min	Pay Range Mid	Pay Range Max	Pay Grade
Fleet Services							
Fleet Manager	1.00	1.00	1.00	83,924	104,905	125,885	117
Fleet Maintenance Supervisor	1.00	0.00	0.00	66,475	83,094	99,713	113
Administrative Coordinator	1.00	1.00	1.00	55,814	69,768	83,721	110
Senior Equipment Mechanic	2.00	2.00	2.00	53,156	66,445	79,734	109
Parts and Service Specialist	1.00	2.00	2.00	53,156	66,445	79,734	109
Equipment Mechanic	5.00	5.00	5.00	50,625	63,281	75,937	108
Total Fleet Services	11.00	11.00	11.00				
Total Public Works	**181.00**	**184.00**	**182.00**				
Recreation Services							
Parks, Lakes, Trails and Landscape Maintenance & Golf							
Recreation Director	1.00	1.00	1.00		Unclassified		Open
Deputy Recreation Services Director	1.00	1.00	1.00		Unclassified		Open
Trails/Natural Parklands Planner	1.00	1.00	1.00		Unclassified		Open
Recreation Services Superintendent	1.00	1.00	1.00	83,924	104,905	125,885	117
Recreation Services Supervisor	2.00	2.00	2.00	66,475	83,094	99,713	113
Landscape Coordinator	1.00	1.00	1.00	53,156	66,445	79,734	109
Parks Maintenance Coordinator	1.00	1.00	1.00	53,156	66,445	79,734	109
Lakes Coordinator	1.00	1.00	1.00	53,156	66,445	79,734	109
Maintenance Specialist	1.00	1.00	1.00	53,156	66,445	79,734	109
Equipment Mechanic	1.00	1.00	1.00	50,625	63,281	75,937	108
Turf & Irrigation Specialist	1.00	1.00	1.00	48,214	60,268	72,321	107
Maintenance Technician	9.00	9.00	9.00	45,918	57,398	68,878	106
Administrative Specialist	1.00	1.00	1.00	43,732	54,665	65,598	105
Total Parks, Lakes, Trails, and Landscape	22.00	22.00	22.00				
Recreation Programming							
Administrative Supervisor	1.00	1.00	1.00	66,475	83,094	99,713	113
Recreation Program Manager	1.00	1.00	1.00	59,163	73,954	88,744	111
Recreation Coordinator	1.00	1.00	1.00	53,156	66,445	79,734	109
Administrative Specialist	1.00	1.00	1.00	43,732	54,665	65,598	105
Total Recreation Programming	4.00	4.00	4.00				
Forestry Crew							
Forestry Crew Supervisor	0.00	1.00	1.00	66,475	83,094	99,713	113
Forestry Crew Coordinator	1.00	0.00	0.00	53,156	66,445	79,734	109
Maintenance Coordinator	0.00	2.00	2.00	53,156	66,445	79,734	109
Forestry Crew Technician	2.00	4.00	4.00	48,214	60,268	72,321	107
Total Forestry Crew	3.00	7.00	7.00				
Facilities Maintenance							
Facilities Superintendent	1.00	1.00	1.00	83,924	104,905	125,885	117
Maintenance Specialist	2.00	2.00	2.00	53,156	66,445	79,734	109
Facilities Coordinator	2.00	2.00	2.00	53,156	66,445	79,734	109
Custodian	2.00	2.00	2.00	35,978	44,973	53,967	101
Total Facilities Maintenance	7.00	7.00	7.00				
Total Recreation Services	**36.00**	**40.00**	**40.00**				
Total City-wide Authorized	**565.00**	**588.00**	**610.50**				

TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	Legal
ITEM #:	10.B
SUBJECT:	Adoption of Resolution No. 2025-1917 Calling for a Utility Franchise Election to be Held on November 4, 2025 in Conjunction with the City's General Election and Approving Ballot Language.

ITEM SUMMARY

This item is for the adoption of a Resolution approving setting a Utility Franchise Election on November 4, 2025, for approval of a Franchise Agreement with Arizona Public Service for provision of supplying electrical energy and use of the City's right-of-way to operate, maintain and construct its electric utility.

BACKGROUND

The City's existing twenty-five (25) year Franchise Agreement with Arizona Public Service ("APS") for an electric utility is set to expire on May 21, 2026. Approval of this Resolution will set a November 4, 2025, Utility Franchise Election for Prescott voters to consider another twenty-five (25) year Franchise Agreement with APS for the use of City right-of-way for the operation, maintenance and construction of APS's electric utility. If the voters approve the proposed Franchise Agreement with APS, the City will receive two-percent (2%) of APS revenues from retail sales and/or delivery of electricity within the City's corporate limits. As an example, in Fiscal Year 2024, the City received $1,279,909.85 using this formula, under the existing Franchise Agreement with APS.

FINANCIAL IMPACT

If voters approve the proposed Franchise Agreement with APS, the City will receive two-percent (2%) of APS revenues from retail sales and/or delivery of electricity within the City's corporate limits. As an example, in Fiscal Year 2024, the City received $1,279,909.85 using this formula, under the existing Franchise Agreement with APS. Costs to the election will be paid by APS, pro-rated by the number of propositions on that particular November 4, 2025, ballot.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2025-1917

ATTACHMENTS

1. Resolution No. 2025-1917_APS Franchise Election

RESOLUTION NO. 2025-1917

A RESOLUTION OF THE COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, CALLING A UTILITY FRANCHISE ELECTION TO BE HELD ON NOVEMBER 4, 2025, IN CONJUNCTION WITH THE CITY'S GENERAL ELECTION, DECLARING AN ELECTRIC ENERGY UTILITY BENEFICIAL TO THE CITY OF PRESCOTT; DESIGNATING THE TEXT OF A QUESTION AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO A FRANCHISE AGREEMENT IN FULL, TO BE VOTED ON BY THE QUALIFIED ELECTORS OF THE CITY OF PRESCOTT, PURSUANT TO THE CONSTITUTION AND LAWS OF THE STATE OF ARIZONA AND THE CHARTER OF THE CITY OF PRESCOTT

RECITALS:

WHEREAS, the qualified electors of the City of Prescott approved a 25-year franchise agreement with Arizona Public Service Company ("APS"), an Arizona corporation, to operate, maintain, and construct its electric utility, electric power lines, appurtenances and facilities throughout the City of Prescott's (the "City") public rights-of-way (the "Current Franchise"), which commenced on or about May 22, 2001; and,

WHEREAS, the current Franchise with APS expires on or about May 21, 2026; and,

WHEREAS, APS has submitted a proposed franchise to the City of Prescott for the purpose of supplying electrical energy, power lines, appurtenances, and facilities; and,

WHEREAS**,** the Council of the City of Prescott has determined that it is beneficial for the City to grant a new franchise to APS conferring the right to utilize the City's rights-of-way for the provision of electricity; and,

WHEREAS, pursuant to the Arizona Constitution, Article XIII, Section 4 and Arizona Revised Statutes § 9-501, a city shall not grant a franchise for a public utility unless authorized by a majority vote of the qualified voters at a regular or special election duly and regularly called for that purpose; and,

WHEREAS, pursuant to the Prescott City Charter, Article XII, Section 1, a public utility franchise agreement must be approved by a majority of the qualified electors in a primary, general, or special election; and,

WHEREAS, the City Council desires to submit to the qualified electors of the City of Prescott the approval of a franchise agreement APS to operate, maintain and construct an electric utility, electric power lines, appurtenances and facilities in the public rights-of-way.

ENACTMENTS:

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

SECTION 1: THAT the City Council hereby calls a Utility Franchise Election of the City of Prescott be held on November 4, 2025, for the purpose of submitting to the qualified electors of the City the question substantially in the form set forth in Exhibit "A" attached hereto (the "Official Ballot").

SECTION 2: THAT the proposed franchise (Exhibit "C" attached hereto) be published in full in some newspaper of general circulation published by the City of Prescott for at least thirty (30) consecutive days before the election.

SECTION 3: THAT

(A) Notice of the Special Election of November 4, 2025, shall be given by mailing an Informational Pamphlet to each household that contains a registered voter within the City not less than thirty-five (35) days before the date of the election.

(B) The City Clerk is hereby authorized and directed to cause the Informational Pamphlet to be prepared and so mailed according to law and the provisions of this Resolution under the circumstances described herein.

SECTION 4: THAT the Informational Pamphlet shall contain the information required by Section 35-454, Arizona Revised Statutes, as amended, and a sample of the Official Ballot shall be in a form the City Clerk deems acceptable.

SECTION 5: That the Official Ballot shall be in substantially the form attached hereto as Exhibit "A."

SECTION 6: THAT the City Clerk is hereby authorized to request arguments for and against the appropriate subject matter of the Election for inclusion in the Informational Pamphlet by providing the notice in substantially the form attached hereto as marked Exhibit "B" (hereinafter referred to as the "Notice for Arguments") by posting the Notice for Arguments at all places in which notices of meetings of the City Council are posted and publishing the Notice of Arguments in the Prescott Daily Courier. The deadline to submit arguments shall be 4:00 p.m. MST, August 8, 2025.

SECTION 7: THAT this will be a vote-by-mail election.

SECTION 8: THAT

(A) The City Clerk is hereby authorized and directed to coordinate with the County to have printed the appropriate version of the Official Ballot.

(B) In order to comply with the Voting Rights Act of 1965, as amended, those items pertaining to the Election required to be translated into Spanish, will so be translated.

SECTION 9: THAT

(A) The Election shall be held, conducted, and canvassed in conformity with the provisions of the general election laws of the State of Arizona, except as otherwise provided by law, and only such persons shall be permitted to vote at the Election who are qualified electors of the City.

(B) Early voting shall be permitted in accordance with the provisions of Title 16, Chapter 4, Article 8, Arizona Revised Statutes, as amended.

(C) The City Clerk is authorized and directed, if necessary, to enter into a contract with the County Recorder of the County, to enter into an agreement with the Elections Department of the County to conduct the Election for the City.

(D) All expenditures as may be necessary to order, notice, hold and administer the Election are hereby authorized, which expenditures shall be paid from current operating funds of the City, with such costs for the Utility Franchise Election to be reimbursed by the Arizona Public Service Company.

(E) The City Clerk is hereby further authorized to take all other necessary action to facilitate the Election.

SECTION 10: THAT

(A) The Election shall be canvassed and the results thereof certified by the City Council within twenty (20) days of the Election, as provided by law.

(B) The City Council shall further fulfill all of its' legal obligations to finalize the election.

PASSED AND ADOPTED by the City Council of the City of Prescott this 24th day of June, 2025.

_____
PHILIP R. GOODE, Mayor

ATTEST:

_____
SARAH M. SIEP, City Clerk

APPROVED AS TO FORM:

_____
JOSEPH D. YOUNG, City Attorney

Exhibits:
A – Official Ballot
B – Notice for Arguments
C – Franchise Agreement

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2025-1917 is a true, correct and accurate copy of Resolution No. 2025-1917 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2025, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2025.

Seal

_____
City Clerk

EXHIBIT A

OFFICIAL BALLOT

PROPOSITION NO. 485

OFFICIAL TITLE: A MEASURE REFERRED TO THE PEOPLE BY THE PRESCOTT CITY COUNCIL RELATING TO A FRANCHISE AGREEMENT WITH ARIZONA PUBLIC SERVICE COMPANY FOR THE USE OF THE PUBLIC RIGHTS-OF-WAY IN THE CITY OF PRESCOTT, ARIZONA, FOR THE PURPOSE OF CONSTRUCTING, OPERATING, AND MAINTAINING ITS ELECTRIC UTILITY.

DESCRIPTIVE TITLE: Consideration of a Franchise Agreement with Arizona Public Service Company for a period of 25 years for the purpose of constructing, operating, and maintaining its electric utility within the City.

	Proposition 485
A “yes” vote shall have the effect of approving a franchise agreement with Arizona Public Service Company to use the City-owned public rights-of-way to construct, operate, and maintain its electric utility within said City.	Yes
A “no” vote shall have the effect of not approving a franchise agreement with Arizona Public Service Company to use the City-owned public rights-of-way to construct, operate, and maintain its electric utility within said City.	No

EXHIBIT "B"

FORM OF NOTICE FOR ARGUMENTS

REQUEST FOR ARGUMENTS FOR AND
AGAINST A PROPOSED UTILITY FRANCHISE
AGREEMENT WITH ARIZONA PUBLIC SERVICE
COMPANY FOR THE PROVISION OF AN
ELECTRIC UTILITY TO BE PLACED ON THE
BALLOT OF THE CITY'S GENERAL ELECTION TO
BE HELD ON NOVEMBER 4, 2025

Pursuant to Resolution No. 2025-1917 adopted by the Council of the City of Prescott, Arizona (the "City"), on June 24, 2025 (the "Resolution"), the following question to be considered by the qualified electors of the City was ordered to be placed on the ballot at the City's Regular Election to be held on November 4, 2025 (the "Election").

Notice of the Election will be given by mailing an informational pamphlet to include arguments for and against the questions to be considered at the Election. (The full text of the question to be considered at the Election is included in the respective resolution which are available at the Office of the Office of the Clerk, 201 N. Montezuma St., Prescott, AZ 86301, and will be available at the on the City's website under City Clerk/Elections). Any person interested in providing any such argument(s) is hereby requested to provide the same to the City Clerk, before 4:00 p.m., Arizona time on August 8, 2025.

In accordance with Arizona Revised Statutes, each argument filed shall not exceed 300 words and shall contain the sworn statement of each person sponsoring it; if the argument is sponsored by an organization, it shall contain the sworn statement of two executive officers of the organization of if sponsored by a political committee it shall contain the sworn statement of the committee's chairman or treasurer. Each argument filed shall also be submitted in electronic format to the City Clerk's Office at 201 N. Montezuma Street, 3rd Floor, Prescott, Arizona 86301. The person or persons signing the argument shall identify themselves by giving their residence or post office address and a telephone number, which information shall not appear in the pamphlet.

PROPOSITION NO. 485- Franchise Agreement with Arizona Public Service Company for an Electric Utility (Resolution No. 2025-1917).

_____
Sarah M. Siep, Prescott City Clerk

If you have any questions about the foregoing, please contact Sarah M. Siep, City Clerk at 928-777-1437

EXHIBIT "C"

FRANCHISE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

PRESCOTT, ARIZONA

Section 1. - Grant of Franchise:

There is hereby granted to Arizona Public Service Company, a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called "Grantee"), its successors and assigns, a franchise (herein called the "Franchise") to construct, maintain and operate its electrical system, as defined herein, upon, over, along, across and under the present and future public rights-of-way. These rights-of-way include but are not limited to streets, alleys, highways and other dedicated rights-of-way in the City of Prescott, Arizona (herein called "City"). Grantee's system includes electric power lines, together with all necessary or desirable appurtenances, including, but not limited to, poles, towers, wires, cables, conduits, transmission lines, transformers, switches and communication lines for its own use. This Franchise is for Grantee's use of City's public rights-of-way to supply and deliver electric energy to City, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

Any street lighting service furnished by Grantee to City or to any street lighting improvement district within City shall be the subject of a separate agreement and shall not be governed by the provisions of this Franchise.

This Franchise includes the right to use public rights-of-way for the location of communication lines and appurtenances owned and operated by Grantee incidental to supplying electric energy under this Franchise. This Franchise does not include the right to use public rights-of-way for one-way transmissions directly to customers, users or subscribers of video programming, if any, which is required for the selection of or response to video programming. For purposes of the foregoing, the term "video programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station. Grantee agrees that if Grantee uses or leases to others, the wires, towers, cables or lines for any purpose other than supplying electric services, before such use or lease, Grantee or Grantee's lessee shall apply for and obtain a separate license from City.

City shall not be liable to Grantee should Grantee construct assets pursuant to this Franchise in an area over which City has erroneously exercised jurisdiction.

Section 2. – Grantee's Compliance with City Code; Plans Submitted for Approval; City Construction near Grantee's Assets:

City expressly reserves unto itself, subject to the limitations of the Constitution and laws of Arizona, the right to ensure the safety and welfare of the public, including without limitation to: pass and enforce ordinances to protect the public from danger or inconvenience in the operation of any work performed in the public rights-of-way, including without limitation enforcement of this Franchise.

All construction under this Franchise shall be performed in accordance with applicable codes and ordinances of City with respect to such public rights-of-way as exist at the time of this Franchise Agreement, or as such Codes may be amended at some future date. Such construction shall be completed within a reasonable time. Except in emergency circumstances, prior to commencing any work in a Right-of-Way, Grantee and/or any contractors of Grantee shall obtain all necessary permits for such work in accordance with City Code in effect at the time of permitting. City and Grantee agree and understand that there may be instances when Grantee is required to make repairs that are of an emergency nature. Grantee shall notify City prior to such repairs, to the extent practicable, and shall apply for the necessary permits within five (5) business days after notification, showing the work performed in the public rights-of-way.

If City authorizes either directly or through a contractor, any construction project adjacent to or near Grantee's assets operated pursuant to this Franchise, City shall include in all such construction specifications, bids, and contracts, a requirement that the contractor or his designee must comply with the overhead power line safety laws (A.R.S. § 40-360.41 *et. seq.* as amended).

Section 3. – Construction and Relocation of Grantee's Assets; Payment:

Representatives of the City and Grantee shall, during the entire term of this Franchise, meet at least once in each calendar year, or more often if necessary, to review any projects involving the construction or modification of City Right-of-Way. The City shall provide the Grantee annually with its 5-year capital improvement plan, in order for both parties to adequately plan and budget for such actions and to determine the extent of work required of Grantee, if any, for such projects. Likewise for coordination efforts, Grantee shall provide the City annually, with documentation of its planned capital improvement projects to be executed within the City limits

for the next year. Neither party shall finalize the design of any assets without providing the other party notice as set forth in Section 15 below, and a reasonable opportunity to comment. If either party identifies a potential conflict between their existing assets and the other party's proposed assets, said party shall immediately notify the other party of such conflict and the parties shall use their best efforts to resolve such conflict.

When Grantee intends to replace, upgrade, or install new lines overhead, the City may request estimates for the undergrounding of such replacement lines, upgrades or new lines, including lines to be adjusted for road improvements or for specific projects addressed at the annual planning meeting, as referenced in this section. When requested, the Grantee will provide to the City two estimates: 1) an estimate for the cost of the project with overhead construction and 2) an estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for the project, the City will be responsible for the incremental cost of undergrounding, defined as the differential between the estimate for underground construction and the estimate for overhead construction. Within a reasonable period of time after receipt of the payment for the incremental cost of undergrounding, the Grantee will install the underground assets. The Grantee reserves the right to bill for the amount that the incremental cost associated with installation exceeds its estimate.

The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Grantee to make such a request. The City shall be responsible for the entire costs related to this work.

All assets installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Furthermore, Grantee shall not install, construct, maintain or use its assets in a manner that damages or interferes with any existing assets of another utility located in the public rights-of-way and agrees to relocate its assets, if necessary, to accommodate another facility relocation that has a prior rights interest in the public rights-of-way.

Activities related to the construction of Grantee's assets within the rights-of-way such as traffic control, backfilling, compaction and paving, and the location or relocation of lines and related assets shall be subject to regulation by City. Grantee shall keep accurate records of the location of all assets in the public rights-of-way and furnish them to City upon request. Upon completion of new or relocation construction of underground assets in the public rights-of-way, Grantee shall provide City’s Engineer with corrected drawings showing the location of the underground assets in those cases where the actual location differs significantly from the proposed location. Grantee shall provide to City the actual location of such new or relocated assets in the public rights-of-way in an electronic format. Such format shall conform to utility industry best-practice standards. Grantee shall be required to obtain and pay all required fees and charges for construction permits and inspections of all non-electrical transmission or distribution assets constructed within City, including but not limited to, office buildings, storage buildings, or repair shops. Permits for electrical transmission or distribution assets will be issued at no cost under this Franchise.

A. If City requires Grantee to relocate Grantee's assets which are located in private easements obtained by Grantee prior to City's acquisition of said property from which the

assets must be relocated, the cost of relocating Grantee's assets (including the cost of purchasing a new private easement if necessary) shall be borne by City. City shall also bear the entire cost of all subsequent relocations of the relocated assets required by City, until such time as City condemns or purchases Grantee's private easement.

B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its assets located on public rights-of-way, the relocation of which is necessary for City's or a contractor of City carrying out of City's governmental functions. Notwithstanding the foregoing, if Grantee is requested to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by City or City's contractor working on the governmental project. Governmental functions are those duties imposed on City, where the duties involve a general public benefit, not in the nature of a corporate or business undertaking for the corporate benefit and interest of City. Governmental functions include, but are not limited to, the following:

1. Any and all improvements to City's public rights-of-way;
2. Establishing and maintaining domestic water systems, sanitary sewers, storm drains, and related assets;
3. Establishing and maintaining municipal parks, parking spaces, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purpose of landscaping any street or public property;
4. Providing fire protection and other public safety functions;
5. Collection and disposal of garbage and recyclables; and

6. The relocation of Grantee's assets necessary to carry out the exercise of the City's police power for urban renewal.

C. City will bear the entire cost of relocating any of Grantee's assets, the relocation of which is necessitated by the construction of improvements by or on behalf of City in furtherance of a proprietary function. All functions of City which are not governmental are proprietary.

D. If City participates in the cost of relocating Grantee's assets for any reason, the cost of relocation to City shall not include any upgrade or improvement of Grantee's assets as they existed prior to relocation. Prior to commencement of project and payment by the City, Grantee shall provide an itemization of the estimated costs and expenditures subject to the City's review and approval. Final costs of relocation shall be submitted to the City upon completion of the removal, relocation or alteration.

E. City will not exercise its right to require Grantee's assets to be relocated in an unreasonable or arbitrary manner, or to avoid its obligation under the Franchise. City agrees to notify Grantee during the planning and design of City's projects in rights-of-way that may require relocation of Grantee's assets and to coordinate its construction plans and schedules with Grantee to determine the most cost-effective design to mitigate Grantee's cost to relocate its assets.

F. City agrees it will not require Grantee to relocate its assets located within the public rights-of-way without providing Grantee adequate space within the rights-of-way to relocate the assets that must be moved.

G. Grantee will provide City an approved list of tree species for planting in the public rights-of-way where there are existing overhead power lines. City will consider the list in

establishing landscaping in the public rights-of-way. City will not plant any tree that can normally grow to a height of more than 25 feet under or adjacent to Grantee's overhead power lines in the public rights-of-way. Grantee shall have the authority to prune or remove any trees or shrubs located within or hanging over the limits of the public rights-of-way of City that in the judgment of Grantee may interfere with the construction, or endanger the operation, of the lines and/or assets of Grantee. Grantee may remove trees that interfere with construction or endanger operation if approved by City or the private owner of the tree or shrub in question. City's approval will not be unreasonably withheld. All said vegetation management work is to be done at Grantee's expense and pursuant to A.N.S.I. Standard A300.

Section 4. – Indemnification:

City, its departments, officers, employees, agents, successors and assigns, shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its appurtenances hereunder, except to the extent such accident or damage may be proximately caused by the negligence or willful and wanton acts or omissions of City, its departments, officers, employees, agents, successors and assigns. The acceptance of this Franchise shall be deemed an agreement on the part of Grantee that Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold City harmless from and against any and all claims, costs, suits, damages, judgments, expenses and losses including, but not limited to attorney fees and court costs relating to, arising out of, or alleged to have resulted from the exercise of this Franchise by Grantee; provided, however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of City.

Grantee, so long as it maintains, operates or owns assets, within rights-of-way of City, at its own cost and expense, shall keep, or cause to be kept, in force insurance against claims and liability for personal injury, death and property damage arising from the construction, operation or maintenance by Grantee of its assets in a reasonable amount sufficient to insure Grantee's obligations under this Section, with City named as an additional insured. Grantee shall provide City with 30 days written notice of material change, cancellation or nonrenewal by the insurer. The policy shall be primary and noncontributing with any policy of City.

Section 5. – Restoration of Rights-of-Way:

Whenever Grantee shall cause any opening or alteration whatsoever to be made for any purpose in any public right-of-way, the work shall be completed in full compliance with all applicable local, regional, state and federal laws, orders, rules, codes and construction standards in effect at time of restoration. Grantee will restore the disturbed property using comparable materials to a condition as good as it was prior to such opening or alteration.

Section 6. – Franchise Fee:

Grantee shall pay to City in consideration of the grant of this Franchise a sum equal to two percent (2%) of all revenues of Grantee, including Regulatory Assessments, but excluding transaction privilege taxes and similar governmental impositions, from the retail sales and/or delivery by it of electric energy and other charges for services attendant to the retail sale and/or delivery of electric energy delivered through Grantee's electric distribution system within the present and any future corporate limits of City, as shown by Grantee's billing records. Grantee shall not, however, pay said franchise fee on revenues charged to Grantee's retail customers by third party electric service providers. Said payments shall be in lieu of any and all fees, charges

or exactions of any kind otherwise assessed by City in any way associated with Grantee's use of the rights-of-way, including but not limited to, the construction of Grantee's assets hereunder or for inspections thereof during the term of this Franchise.

For the purpose of verifying amounts payable hereunder, the books and records of Grantee shall be subject to inspection by duly authorized officers or representatives of City at reasonable times.

Beginning May 15, 2026, payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

Notwithstanding the provisions of this Franchise, if during the term of this Franchise Grantee enters into any electric franchise with any other municipality in Arizona during the term of this Franchise that provides for a higher percentage of Grantee's revenues than two percent (2%) or includes more categories of revenues than set forth in this Franchise, Grantee shall notify City Council of such higher percentage or expanded revenue base. City Council, at its sole discretion, shall have the option to, as applicable: (i) increase Grantee's franchise fee to the higher percentage rate; or (ii) include other revenue categories set forth in the franchise agreement Grantee has with the other entity of this State. Following City Council's action, Grantee agrees to henceforth pay to City a new franchise fee at the higher franchise percentage or to include the additional revenue categories.

Section 7. – Additional Fees and Taxes:

Notwithstanding any provision contained herein to the contrary, Grantee shall pay, in addition to the payment provided in Section 6, the following charges, taxes and fees as established in a code or ordinance properly adopted by City:

A. General ad valorem property taxes and special district assessments;

B. Transaction privilege and use tax as authorized by law and collected by Grantee for its retail sales to its electric customers within the present and any future corporate limits of City;

C. Other charges, taxes or fees generally levied upon businesses by City, provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other businesses operated within City.

Section 8. – Term:

This Franchise shall continue and exist for a period of twenty-five (25) years from May 15, 2026; provided, however, that either party may terminate this Franchise on its tenth anniversary by giving written notice of its intention to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

Section 9. – Revocation of Grantee's Certificate of Convenience and Necessity (CC&N):

In the event that the Arizona Corporation Commission revokes Grantee's CC&N to provide utility service within the City of Prescott, and Grantee discontinues providing utility service, either party may terminate this Franchise Agreement by providing at least 30-days' written notice of its intention to exercise that option.

Section 10. – Franchise; Non-Exclusive:

This Franchise is not exclusive, and nothing contained herein shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 11. – Conflicting Ordinances:

Notwithstanding any other provisions hereof, all ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised electric public service corporation, are hereby superseded.

Section 12. – Independent Provisions:

If any section, paragraph, clause, phrase or provision of this Franchise, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

Section 13. – City Use of Assets:

In consideration of this Franchise and the rights granted hereby, City shall, if the following six criteria are met, have the right to place, maintain, and operate on Grantee's poles located on public rights-of-way within City's corporate limits, any and all wires and appurtenances (other than steps or climbing devices) for City's fire alarm, police telephone or other municipal communications services utilized for governmental functions:

A. City must notify Grantee in writing of City's intended use of Grantee's poles;
B. City shall, to the fullest extent permitted by law, defend, indemnify and hold Grantee harmless from any and all claims, costs, damages, expenses and losses, including but not limited to attorney fees and court costs relating to, arising out of, or alleged to have

resulted from City's use of Grantee's assets pursuant to this Franchise; provided however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of Grantee;

C. City's assets and the installation and maintenance thereof must comply with the applicable requirements of the Occupational Safety and Health Act, the National Electrical Safety Code, and all other applicable rules and regulations as amended. If City does not comply with all applicable laws, ordinances and regulations, or if City's assets create an immediate safety hazard, Grantee retains the right to remove or correct City's assets at City's expense;

D. City's assets and the installation and maintenance thereof must not cause Grantee's assets and the installation and maintenance thereof to be out of compliance with all applicable requirements of the Occupational Safety and Health Act and the National Electrical Safety Code and all other applicable rules and regulations as amended. If City does not comply with all applicable laws, ordinances and regulations, or if City's assets create an immediate safety hazard, Grantee retains the right to remove or correct City's assets at City's expense;

E. City's use of its assets shall not interfere with Grantee's use of Grantee's assets, and;

F. City shall be responsible for any incremental costs incurred by Grantee as a result of City's use of Grantee's assets.

Section 14. – No Third Party Beneficiaries:

There are no third party beneficiaries to this Franchise agreement between City and Grantee.

Section 15. – Voter Approval Required:

This Franchise is subject to the approval of the electors of City. Grantee shall pay all of the costs incurred in conducting the franchise election, except that, if one or more additional propositions are presented to the electors at such election, Grantee shall pay only that portion of City's election expense determined by dividing all of City's expenses by the number of issues presented on the ballot.

Section 16. – Notices:

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

A. To City:
City of Prescott
Attn: City Clerk
201 N. Montezuma Street

Prescott, AZ 86301

B. To Arizona Public Service:
Arizona Public Service Company
Office of the Corporate Secretary
400 N 5th Street, Mail Station 8602
Phoenix, Arizona 85004

Section 17. – Adoption:

We, the undersigned, have adopted this document on the dates written below in accordance with the results of the City of Prescott election on November 4, 2025.

CITY OF PRESCOTT
An Arizona Corporation

By_____
Philip R. Goode, Mayor
On behalf of the City of Prescott

Date: _____

ARIZONA PUBLIC SERVICE COMPANY,

By_____
Tony J. Tewelis, APS Vice President
Transmission & Distribution Operations
On behalf of Arizona Public Service Co.

Date: _____

ATTEST:

_____
Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Young, City Attorney

TO:	MAYOR AND CITY COUNCIL
AGENDA:	June 24 Voting Meeting
DATE:	June 24, 2025
DEPT:	Community Development
ITEM #:	10.C
SUBJECT:	GPA22-001: Presentation & Discussion Regarding the Updated City of Prescott 2025 General Plan and Adoption of Resolution No. 2025-1922 Approving Ballot Language for the November 4, 2025 General Election.

ITEM SUMMARY

This item is for Council's sixth discussion regarding the proposed 2025 General Plan.

The General Plan (Plan) must be re-adopted or amended at least once every ten years in accordance with the Growing Smarter/Growing Smarter Plus legislation adopted in 1998 and amended in 2000 which created a change in depth of comprehensive planning to be done at the local level. This Plan is the public document that guides future land use decisions. Zoning, re-zoning and new developments must be consistent with, and conform to, the City's adopted General Plan.

BACKGROUND

General Plan Review Committee
December 11, 2024 - General Plan Committee voted to move the draft plan forward to the Public Hearing process.

Planning and Zoning Commission
January 9, 2025 - Item introduced to Planning and Zoning Commission (P&Z).
January 30, 2025 - Second statutorily required P&Z meeting. The Commission recommended approval of the Plan with the proposed changes noted.

City Council
February 25, 2025 - Item introduced to City Council.
March 11, 2025 - City Council meeting for further review of draft plan.
March 25, 2025 - City Council meeting for further review of draft plan.
June 3, 2025 - Special City Council meeting for further review and discussion of the draft plan.
June 12, 2025 - Special City Council meeting. City Council proposed changes to the text, goals and strategies, and map. Additionally, some ARS sections were referenced and are addressed below.

The recommended changes to the text, as well as the goals and strategies, have been made and are incorporated herein. These changes included several textual updates in the following sections: Within the Introduction, specifically The Challenge for the Community paragraph, in the Open Space Policy Goals and Strategies, in the Explanation of Land Use Designations, in the Parks and Recreation Goals and Strategies, in the Trails and Greenways Goals and Strategies, in the Transportation Safety Planning section, in the Dark Sky Goal, in the Tree City USA Goal, in the Historic Downtown section, in the Employment Sectors section, in the Employment Sector Goal, in the Development Impact Fees section, in the Cost Allocation Mechanisms Applied to New Development section, in the Cost of Development Goals and Strategies, in the Urban Development Issues section, in the Housing Affordability and Workforce Goals and Policies, in the Police Department Goals and Strategies, and within the Healthcare Concerns and Ambulance Services sections.

The recommended changes to the map discussed have been made, which included changing the planning boundary on the west side of the map, as well as changing most of the undeveloped area to Low-Medium Density (2-7 dwelling units/acre). City Council directed community development staff to coordinate with airport staff to determine the best placement for Very-Low Density (1 dwelling unit/acre) surrounding the northeastern portion of the airport. The attached map reflects the placement of Very-Low Density (1 dwelling unit/acre) around the airport as recommended by the airport staff.

ARS 9-461.05 and ARS 9-461.06 require additional consideration and regulation for a city or town with territory in the vicinity of a military airport and ancillary military facility, or that contains any portion of an influence area of a military installation or range or Arizona national guard site. City staff worked with the Deputy City Attorney to determine if additional considerations need to be included in the Plan. We confirmed that no additional considerations or regulations are required based on the referenced definitions outlined in ARS 9-500.50 and ARS 28-8461 for military airport, ancillary military facility, military installation, range, or Arizona national guard site.

Further, ARS 9-461.05 requires a comprehensive inventory of open space areas, recreational resources and designations of access points to open space area and resources. Although these are included in the Land Use Map and incorporated through reference links and narrative within the plan already, staff has added links to further resources on our website and also included an open space/recreational resources map in the Plan for reference.

FINANCIAL IMPACT

There is no fiscal impact associated with this item at this time.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2025-1922

ATTACHMENTS

1. Resolution No. 2025-1922_General Plan Ballot Language
2. General Plan Presentation
3. General Plan_Future Land Use Map
4. 2025 Prescott General Plan

RESOLUTION NO. 2025-1922

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ADOPTING THE 2025 PRESCOTT GENERAL PLAN, AUTHORIZING THE HOLDING OF A GENERAL ELECTION ON TUESDAY, NOVEMBER 4, 2025 FOR THE PURPOSE OF RATIFYING THE 2025 PRESCOTT GENERAL PLAN, AND APPROVING THE BALLOT LANGUAGE THEREFORE

RECITALS:

WHEREAS, A.R.S. §9-461.06 requires City Council to adopt a general plan consistent with A.R.S. §9-461.05 no later than December 31, 2025; and

WHEREAS, the 2025 Prescott General Plan is consistent with A.R.S. §9-461.05; and

WHEREAS, the procedural requirements for A.R.S. §9-461.05 have been complied with.

ENACTMENTS:

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

Section 1. THAT the 2025 Prescott General Plan is hereby adopted by the Prescott City Council.

Section 2. THAT a general election shall be held on Tuesday, November 4, 2025 for the purpose of referring to the qualified voters of the City of Prescott the question of whether to ratify the 2025 Prescott General Plan as adopted by the Prescott City Council.

Section 3. THAT the ballot language for the 2025 Prescott General Plan ratification question shall read as follows:

SHALL THE 2025 PRESCOTT GENERAL PLAN BE RATIFIED?

A "yes" vote shall have the effect of ratifying and adopting the 2025 Prescott General Plan.

A "no" vote shall have the effect of not ratifying and adopting the 2025 Prescott General Plan and leaving in effect the 2015 Prescott General Plan.

Section 4. THAT said primary election shall be held in accordance with the provisions of applicable State Statutes, City Charter Provisions, City Code and Ordinances and Resolutions of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this 24TH day of June, 2025.

_____
PHILIP R. GOODE, Mayor

ATTEST:

_____
SARAH M. SIEP, City Clerk

APPROVED AS TO FORM:

_____
JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Siep, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2025-1922 is a true, correct and accurate copy of Resolution No. 2025-1922 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2025, at which a quorum was present and, by a _____ vote, _____ voted in favor of said resolution.

Given under my hand and sealed this _____ day of _____, 2025.

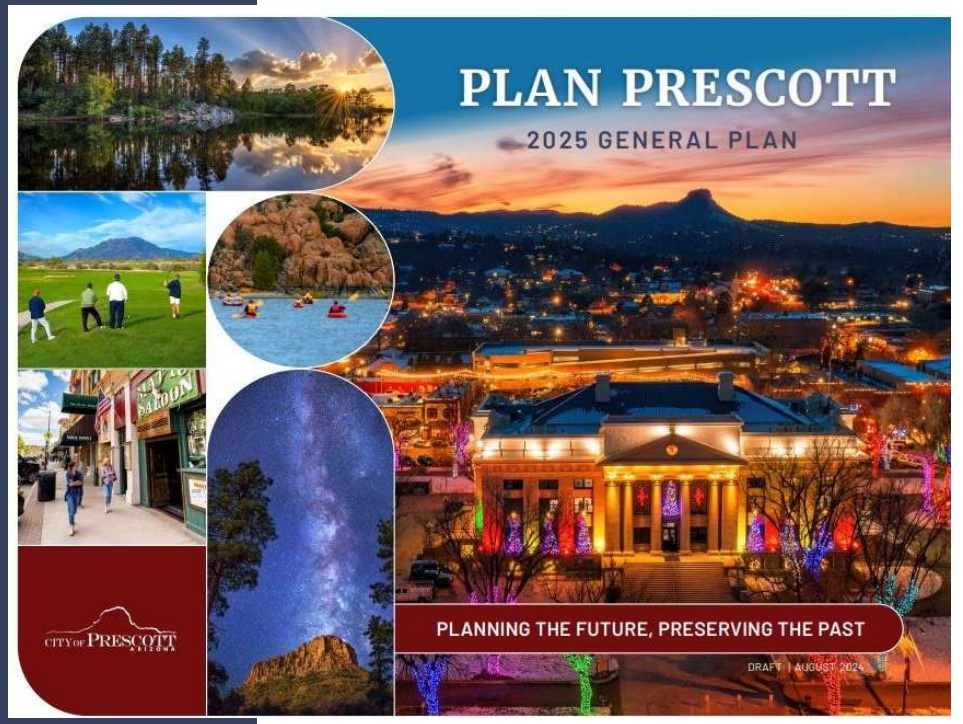
Seal

_____
City Clerk

2025 General Plan

Plan Prescott

June 24, 2025
City Council Meeting



Final Version for Council Consideration

Highlights of Staff Memo

1. General Plan document updated
2. Future Land Use Map updated
3. Response to questions regarding Statute compliance

Recommended Council Action

Move to Adopt Resolution No. 2025-1922

City of Prescott Future Land Use Map

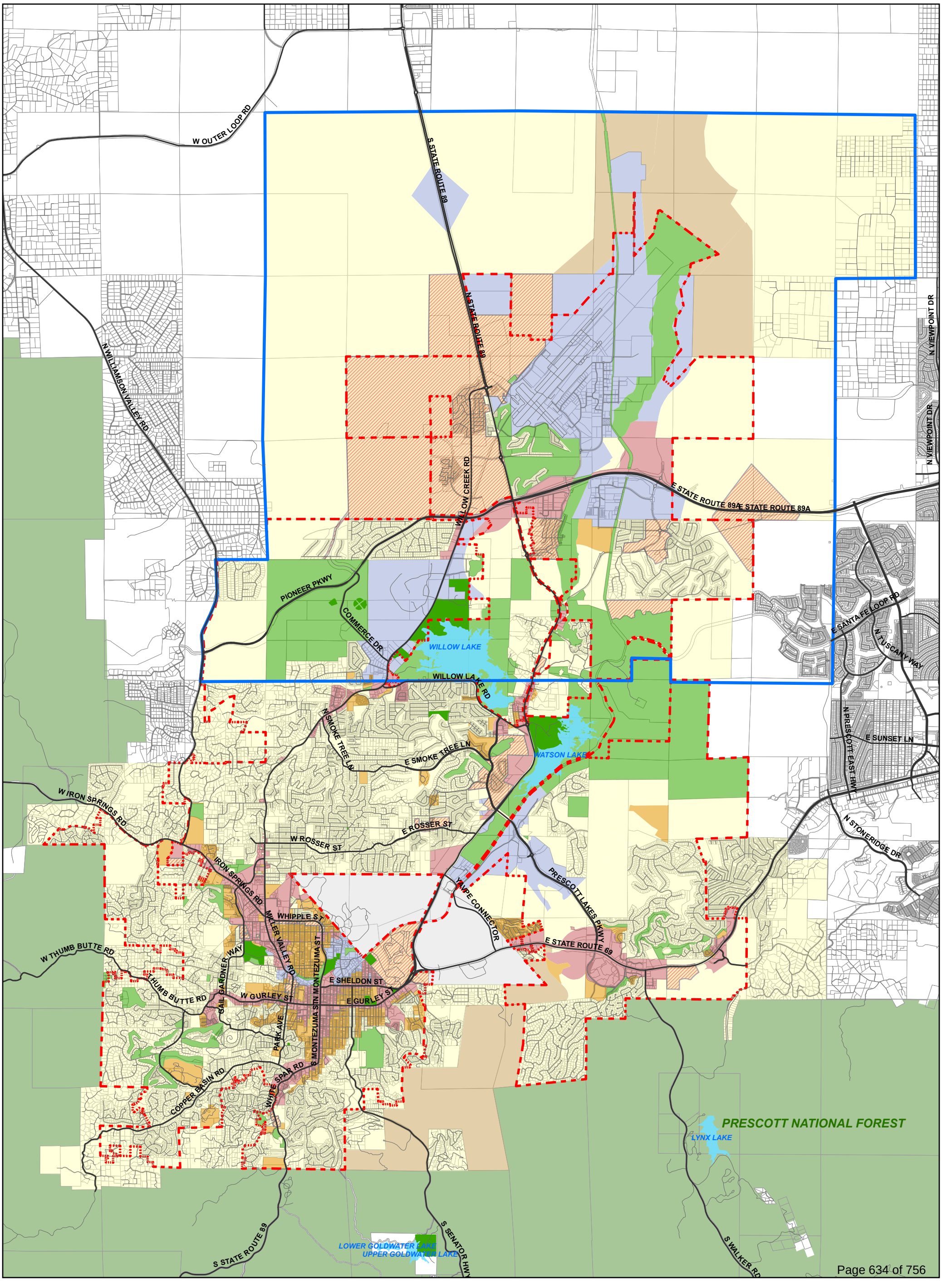
- Commercial
- Commercial/Employment
- Very-Low Density Res. (1 DU/Acre)
- Low-Medium Density Res. (2-7 DU/Acre)
- Med-High Density Res. (8-32 DU/Acre)
- Mixed Use
- Yavapai-Prescott Indian Reservation
- Open Space
- Recreation
- Airport Specific Area Planning Boundary
- City of Prescott Corporate Limits

CITY OF PRESCOTT

0 0.5 1 2 Miles

N W E S

These are Land Use Designations and not Zoning. See the “Future Land Use Designations and Map” Section of the General Plan for Explanation of Land Use Designations.



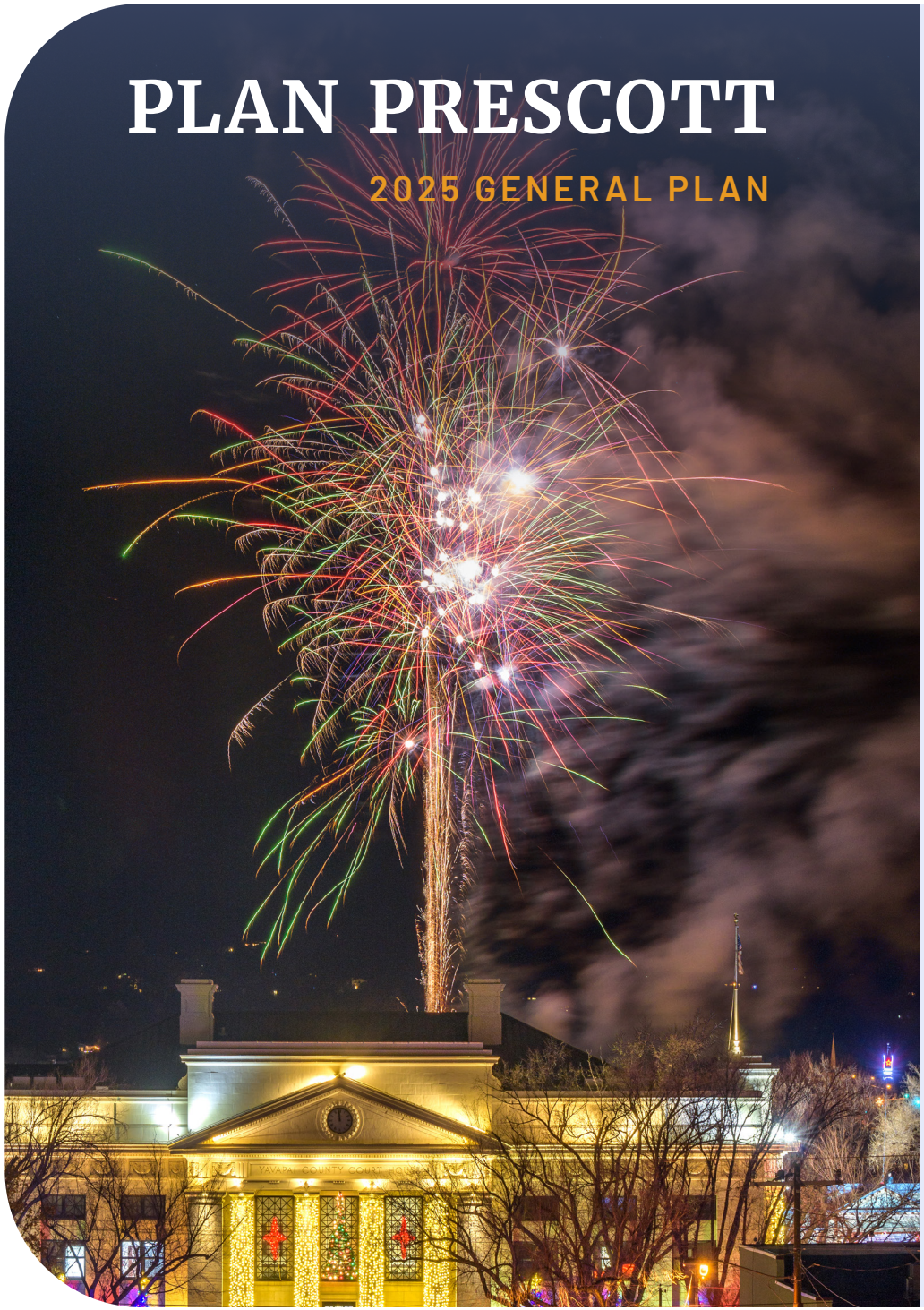
PLAN PRESCOTT

2025 GENERAL PLAN

PLANNING THE FUTURE, PRESERVING THE PAST

DRAFT, JUNE 24, 2025 – CITY COUNCIL MEETING

CITY OF PRESCOTT
ARIZONA



CITY OF PRESCOTT

Acknowledgements

The City of Prescott thanks the following individuals for their valuable contributions to the development and realization of the 2025 General Plan:

The General Plan Committee

Terry Sapio, Chair
Don Michelman, Vice Chair
Andre Carman
James McCarver
JD Greenberg
Jim Huffman
Mary Frederickson
Ralph Hess
Rod Moyer
Thomas Davis
Tom Reilly

Past Members

Deborah Thalasitis
Gary Worob
Ted Gambogi
Thomas Hutchinson

City Staff

Chelsea Walton, Community Development Director
George Worley, Planning Manager
Tammy DeWitt, Community Planner

City Council Members

Phil Goode, Mayor
Connie Cantelme, Mayor Pro Tem
Cathey Rusing
Brandon Montoya
Eric Moore
Lois Fruhwirth
Ted Gambogi

Planning and Zoning Commission

Don Michelman, Chair
Tom Reilly, Vice Chair
James Kleczewski
James Whiting
Susan Graham
Thomas Davis
Thomas Hutchinson

Table of Contents

Introduction 1

What is a General Plan? 1
Prescott's Road Map 4
Our Approach 5
The General Plan Process 6
Public Participation Process 8
Navigating the General Plan 9
General Plan Structure 10
Fun Bonus: Hidden Object Scavenger Hunt! 11
Physical Setting and History 12
Existing Conditions and Trends 15
Changing Demographics 16
City of Prescott Population by Age 19

Chapter 1: Resiliency And Sustainability 23

The Prescott Fire Department 24
Environmental Planning 27
Water Resources 32
Climate and Energy 40

Chapter 2: A Community Connected 43

Transportation Planning 44
Open Space 52
Wildlife Corridors 56
Digital Connectivity 57

Chapter 3: Great Places And Neighborhoods 59

Land Use and Growth Areas 59
Planning Hierarchy 60
Future Land Use Designations and Map 61
Historic Preservation 64
Recreation 68
Pedestrian and Bicycle Circulation 71
DarkSky Community 74
Tree City USA 75

Chapter 4: Economic Competitiveness and Prosperity 77

Land Use 77
Land Use Goals and Strategies 78
Economic Development and Tourism 78
Sustaining a Business-Friendly Environment 81
Ensuring a Strong Tax Base 83
Quality Jobs: Maintaining a Strong Employment Sector 86
Growth and Cost of Development 88
Workforce Housing 94
Prescott Regional Airport, Ernest A. Love Field 103

Chapter 5: Community Quality 107

The Prescott Police Department 107
Education 109
Library 109
Community Center 111
Youth Programs 111
Art, Culture, Events, and Museums 112
Healthcare 114

Chapter 6: Major Plan Amendments 117

PLAN PRESCOTT

2025 GENERAL PLAN

INTRODUCTION

A General Plan is an expression of a community's preferred future.
It is a road map describing the destination and the paths to be taken to reach it.

What is a General Plan?

In simple terms, the **City of Prescott General Plan** (General Plan) is the guide for land use decisions in Prescott, AZ.

HOW IS THE GENERAL PLAN USED?

Rezoning and new development proposals involving use permits, as well as decisions about public infrastructure, transportation corridors, annexations, and economic development, must be consistent with and conform to the adopted General Plan.

WHY DO WE NEED A GENERAL PLAN?

Arizona State Statute (A.R.S.) (§9-461.05) requires that all municipalities must prepare and adopt a comprehensive general plan for the physical development of land within its jurisdiction. It also must be re-adopted or amended at least once every 10 years. The City's General Plan is up for readoption, as the plan was last adopted by voters in 2015. Specific requirements for content are based on the total population of a community. Based on the City of Prescott's (City's) current population, A.R.S. requires the City General Plan to address specific elements. These elements are described and addressed in Chapters 1-5.

WHAT IS REQUIRED TO BE IN A GENERAL PLAN?

General Required Elements:

- Land Use
- Circulation (Transportation)
- Open Space
- Growth Areas
- Environmental Planning
- Cost of Development
- Water Resources

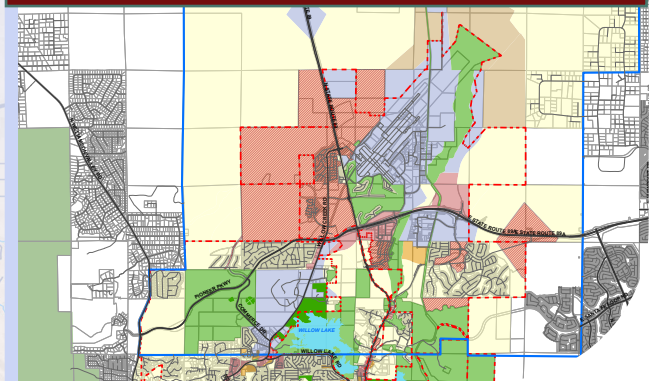
Elements Required When Population Hits 50,000:

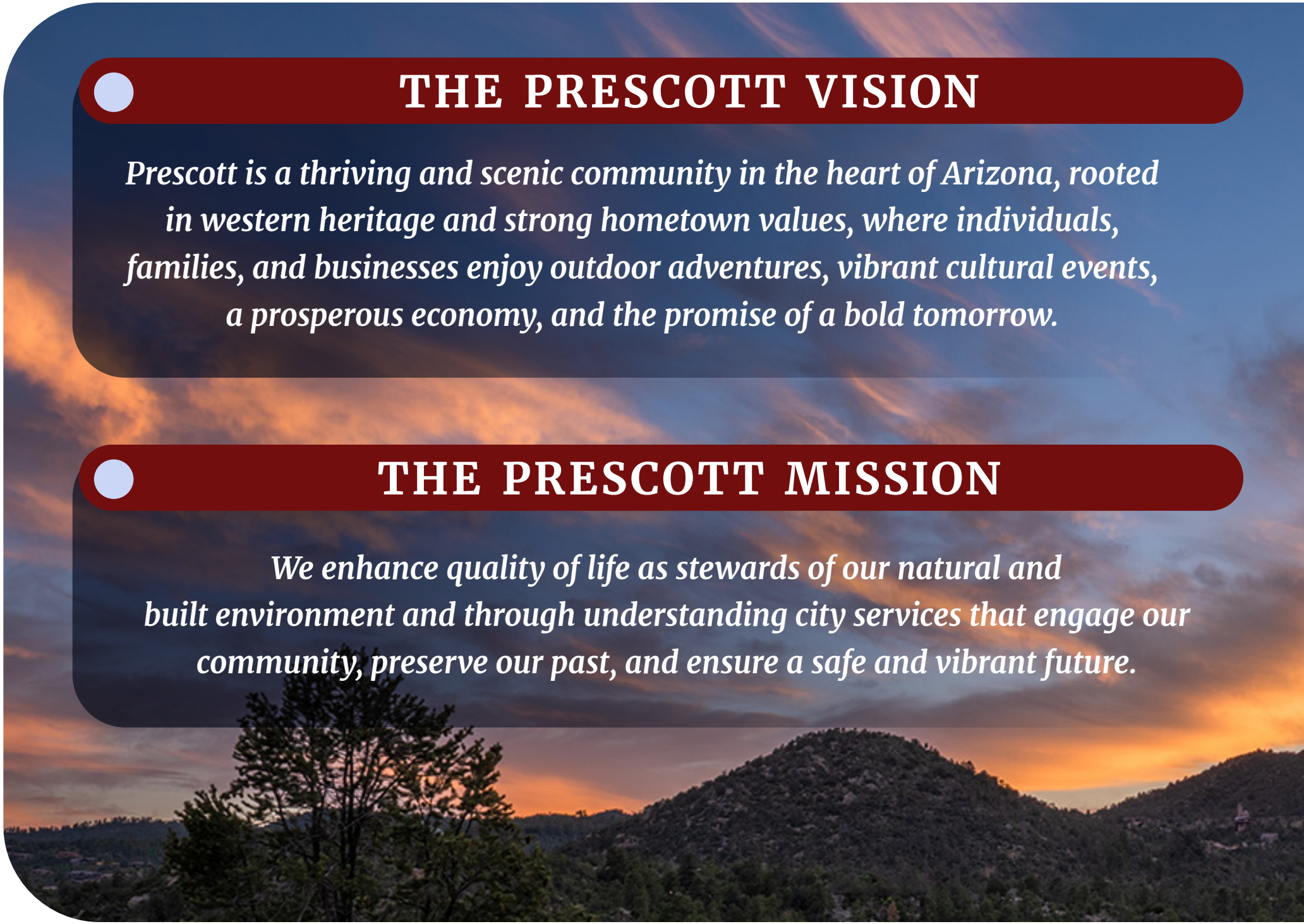
- Conservation
- Recreation
- Transit Plans
- Public Services and Buildings
- Housing
- Energy

Voluntary Elements:

- Economic Development
- Tourism
- Healthcare
- Dark Skies
- Tree City USA
- Climate
- Digital Connectivity
- Youth Programs and Childcare
- Art, Culture, Events, and Museums

See the Prescott Land Use Map on pages 65, 67, and 132





THE PRESCOTT VISION

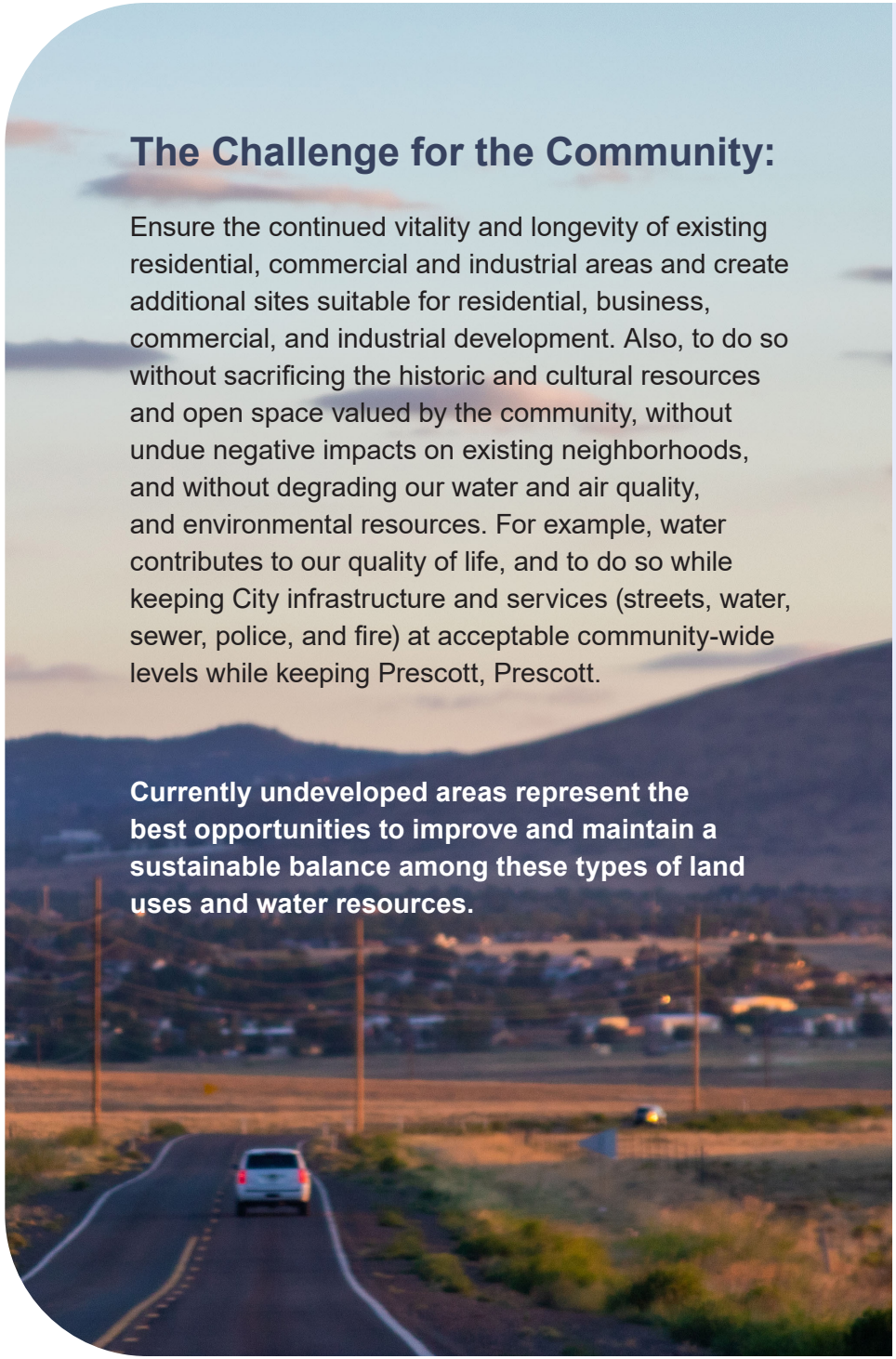
Prescott is a thriving and scenic community in the heart of Arizona, rooted in western heritage and strong hometown values, where individuals, families, and businesses enjoy outdoor adventures, vibrant cultural events, a prosperous economy, and the promise of a bold tomorrow.

THE PRESCOTT MISSION

We enhance quality of life as stewards of our natural and built environment and through understanding city services that engage our community, preserve our past, and ensure a safe and vibrant future.

PRESCOTT'S VALUES

- Citizen empowerment and involvement in government and community activities
- Preservation of community character including environmental, economic, cultural, and historic community assets
- Moderate growth and quality of development
- Balance between developed and undeveloped areas, providing diverse housing options among private property, neighborhoods, and communities
- Sustainability of economic foundations, neighborhood, and community infrastructure; government services at acceptable levels; and water supplies and natural resources
- Ethic of equality and respect for all community members



The Challenge for the Community:

Ensure the continued vitality and longevity of existing residential, commercial and industrial areas and create additional sites suitable for residential, business, commercial, and industrial development. Also, to do so without sacrificing the historic and cultural resources and open space valued by the community, without undue negative impacts on existing neighborhoods, and without degrading our water and air quality, and environmental resources. For example, water contributes to our quality of life, and to do so while keeping City infrastructure and services (streets, water, sewer, police, and fire) at acceptable community-wide levels while keeping Prescott, Prescott.

Currently undeveloped areas represent the best opportunities to improve and maintain a sustainable balance among these types of land uses and water resources.

Prescott's Road Map

The City of Prescott (City) is a city that values the quality of life for all its inhabitants. Prescott is home to people of varying backgrounds, cultures, and perspectives. This cultural diversity keeps the city vibrant and is an asset we should all embrace. As such, it is intended that people of all ages, races, national origins, sexual orientations, genders, religions, and disabilities can make use of Prescott's land and amenities without facing discrimination or harassment. This goal is consistent with the Prescott Vision and Mission Statements.

The Prescott Downtown and Neighborhoods are intertwined in a variety of housing and people-gathering places and activities. The diversity of employment opportunities enable young and working families, as well as retirees, to live in Prescott where they work, shop, worship, attend school, enjoy cultural and recreational activities, and interact in civic forums.

The General Plan complies with the "Growing Smarter/ Growing Smarter Plus" legislation adopted by the state in 1998 and amended in 2000 and 2002 (A.R.S. 9-461.05 to 9-461.07). All sections of this plan, required and voluntary, interact and relate to each other to comprehensively address the challenges Prescott faces.

Our Approach

This General Plan organizes the required and volunteer elements under the following chapters based on the City's Livability Goals.

Resiliency and Sustainability
Fire, Environmental Planning, Water Resources, Climate, and Energy

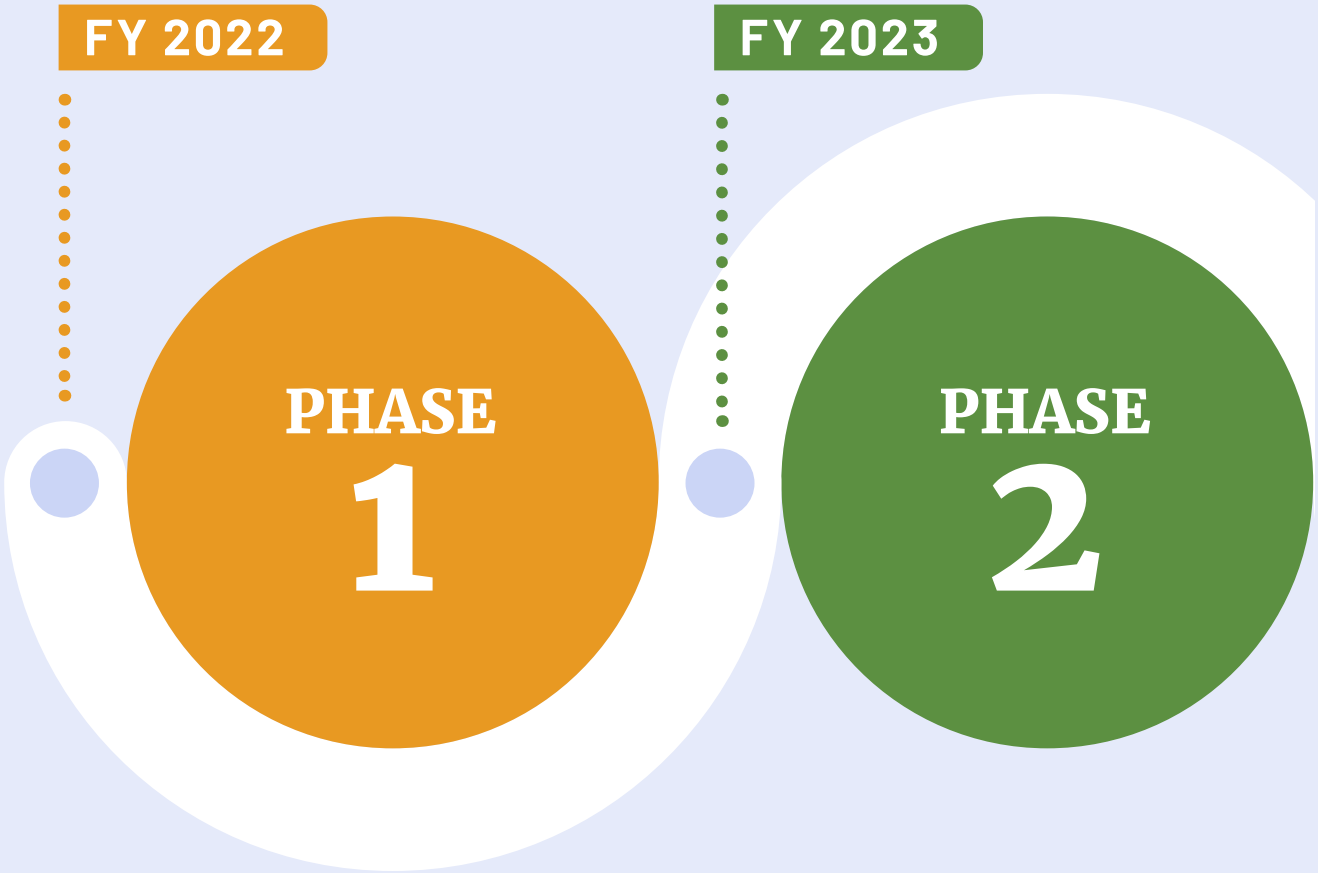
A Community Connected
Circulation (Transportation), Open Space, Wildlife Corridors, and Digital Connectivity

Great Places and Neighborhoods
Land Use and Growth Areas, Historic Preservation, Recreation, Dark Skies, Tree City USA, and Bike and Pedestrian Paths

Economic Competitiveness and Prosperity
Economic Development, Tourism, Growth and Cost of Development, Housing, and the Prescott Regional Airport (PRC)

Community Quality
Police, Educational Assets, Library, Community Center, Healthcare Assets, Childcare and Youth Programs, and Arts and Culture

The General Plan Process



PHASE 1 – FY 2022

The initial phase of the General Plan process focused on reviewing the 2015 General Plan, and understanding current and upcoming key goals, opportunities, and challenges within the community. The City analyzed data, formed a Citizen Review Committee, and started creating the Plan Prescott website and informational handouts.

PHASE 2 – FY 2023

The following year, the City prioritized engaging the public to gather ideas and information, which will continue for the duration of the General Plan process. The Plan Prescott website was launched, and various forms of public outreach also began. Events like open houses, workshops, etc. were held and multiple surveys were conducted.

FY 2024

FY 2025

PHASE 3

PHASE 4

PHASE 3 – FY 2024

In 2024, all the research and preplanning efforts were compiled into a draft of the General Plan document. There were reviews done by the General Plan Committee in public meetings and revisions were incorporated and a final draft was brought forward to the public for the 60-day public comment period. Revisions were incorporated, and a more final draft was brought forward to the public for the 60-day comment period. This also triggered the next round of public outreach efforts to ensure the public was aware of the 60-day comment period and able to provide feedback either in-person or virtually.

PHASE 4 – FY 2025

The final phase of the project involved addressing and incorporating the public's comments into the General Plan draft. The final product was taken to the Planning and Zoning Commission for review and a recommendation to the City Council. The City Council reviewed and amended the draft prior to approving the final draft. Once the final draft was approved, an alternate interactive version of the draft was finalized, so that the General Plan could be viewed online with clickable links, animated graphics, etc. The General Plan was then put on the primary election ballot to be passed.

Public Participation Process

The planning process for the 2025 General Plan, *Plan Prescott*, starts and ends with public engagement. In the years leading up to the General Plan being placed on the 2025 ballot, the City employed various methodologies to gather input, increase awareness, and communicate updates.

Public engagement began in FY 2022. The City reviewed other recently updated plans for effective ideas on how to reach out to the public for comments. City Council also appointed an 11-member General Plan Review Committee to help staff with public outreach and to review the updated plan for comments and suggestions.

To engage the public, the first step involved creating a website, distributing flyers/handouts, publishing newsletter articles, and airing radio advertisements. Following this, an online public survey was created, with input from all departments and the citizen review committee. The survey's goal was to learn what residents love about Prescott and where they want to see improvements. The City also held an Open House on August 30, 2023, in order to obtain public input on challenges and opportunities with the following topics: circulation, economic development, housing, land use, and public facilities and services. Over 200 residents attended and provided feedback on all of the topics.

The General Plan Review Committee gathered the information collected and began updating the General Plan. From the many conversations and survey responses gathered, a few key themes emerged:

- A love for Prescott's "small town feel," historic downtown area, and natural environment
- Hope for improvements to traffic; healthcare; and water accessibility, quality, and conservation
- Concerns about growth, affordability, and lack of diversity in population age

These themes, along with the specific focus areas previously mentioned, are addressed in the General Plan, accompanied by goals and strategies to achieve them.

The updated General Plan document will be reviewed by the public during the 60-day comment period and additional input was gathered through an online virtual meeting room, online surveys, and additional in-person public meetings.

Afterward, the City incorporated the latest public comments and sent the General Plan to the City Council for final approval. Once approved, the General Plan was be placed on the 2025 ballot.

To promote the passing and official adoption of the 2025 General Plan, the City engaged the public through social media and an election ambassador program, among other methods.

Navigating the General Plan

Readers can navigate to specific chapters/topics in the document by navigating to the table of contents at the start of the document and clicking on a preferred chapter, or by using the map below. There are clickable elements related to each of the chapters in the map below. Each chapter has also been given a specific color and symbol, so it is easy to recognize the topic and focus, no matter what page you are on.

This unique mural was created by Prescott High School art students.

General Plan Structure

INTRODUCTION	This section in the document serves as an orientation to the General Plan. It provides: • The General Plan's purpose and need • Definition of the City's five livability goals that serve to organize the General Plan • Guidance on how to navigate the document
CHAPTERS 1-5: LIVABILITY GOALS	Each City Livability Goal has its own chapter. Each chapter opens with an overview which describes the importance of this topic. This is followed by in-depth research and analysis to illustrate trends and influences related to each theme. Context from the trends and influences analysis is then used, along with ongoing community input obtained throughout the planning process, as a foundation for setting the listed goals and policies.
CHAPTER 6: MAJOR PLAN AMENDMENTS	The City's general plan is required to define the criteria for determining whether a proposed plan amendment is a "major plan amendment." This section includes a table that delineates the criteria for a major plan amendment.

TRANSPORTATION GOALS AND STRATEGIES

Arterials

Arterials, *in principal, are for longer distance travel between two points, and direct access to property is a subordinate function. In order to maximize a satisfactory operating level of service without requiring additional lanes, traffic management must concentrate on moving traffic quickly through controlled intersections.*

Goal 1: Establish and maintain a system of arterial streets.

Strategy 1.1 Coordinate with ADOT and CYMPO to complete the update of the Central Yavapai County Regional Transportation Study and related future planning.

Strategy 1.2 Develop a City Transportation Plan for adoption and implementation of recommended goals and strategies to improve arterial traffic movement and safety.

Strategy 1.3 Support improvements of arterial streets by maintaining pavement quality.

Strategy 1.4 Balance the needs of pedestrian, bicycle, and future public transit modes when expanding intersections.

Strategy 1.5 Enhance the aesthetics of street corridors, when possible, to match surrounding neighborhoods.

Strategy 1.6 Promote interconnectivity of transportation networks to improve circulation efficiency, disperse traffic, and reduce impacts on individual streets.

Strategy 1.7 Minimize and reduce, where feasible, direct driveway access to arterials for flow and safety.

Strategy 1.4 Continue to participate in CYMPO discussions and studies addressing public transit (https://www.cympo.org/studies/).

DEFINITIONS

Unique words are also defined throughout the document to help the reader fully understand the topic at hand.

GOAL STATEMENT

Each goal is numbered and has and introductory statement to identify the broad goal.

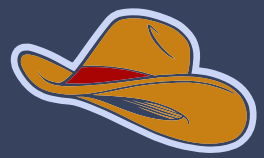
STRATEGY STATEMENTS

Each **goal statement** is followed by multiple **strategy statements**, which outline the steps needed to achieve the goal statement.

LINKS

Links to external websites are underlined and colored green. Readers can click these links at any time to find additional relevant information outside of the General Plan. These links are for reference only and not necessarily endorsed by the City.

Fun Bonus: Hidden Object Scavenger Hunt!



Keep an eye out for a small cowboy hat icon hidden in each chapter to help draw your attention to key points in the General Plan.
Can you find all six cowboy hats?

Physical Setting and History

Located in a basin in the mountains of north central Arizona, Prescott is bordered and most influenced on the south and west by the Prescott National Forest. The natural environment is rich with rock outcroppings, unique topographical features, abundant vegetation, wildlife, riparian areas, and archaeological resources. The average elevation is 5,400 feet above sea level, and the area enjoys four seasons with few extremes of temperature or precipitation. The climate is generally temperate and mild, with average high temperatures ranging from 50°F to 90°F. Rainfall continues to be below average, with drought conditions reported by various scientific institutions. The average annual precipitation is 16 inches of rain and 13 inches of snow.

The unique historic atmosphere is the essence of Prescott's character, setting it apart from other Arizona cities. Examples of Prescott's human-scale environment are found in the architecture, parking and circulation, land-use policies, and opportunities for social interaction.

Current archaeological cultural resource investigations reveal occupation patterns of prehistoric people as early as AD 700. Documentation of prehistoric excavations around Willow Lake and Watson Lake continue with the artifacts related to the Prescott Culture AD 700 – 1100 ultimately to be preserved in place as a public viewing park and artifacts archived at Sharlot Hall Museum, a state museum on West Gurley Street near Downtown Prescott.

More urban historic archaeological sites located in the lowest elevations of Prescott Basin along Granite Creek revealed artifacts of later settlement associated with the current population of non-indigenous residents. These objects and interpretation of the locations where they were found will also be available for public display at Sharlot Hall museum, interpreting The Central Arizona Highlands.

The region was once part of a vast area occupied by hunting and gathering American Indian people. This group was one of three geographically divided

Yavapai groups and later became known as the Yavapai-Prescott Indian Tribe. They were allocated approximately 1,400 acres of land by the federal government, forming the Yavapai-Prescott Indian Reservation, which is now encompassed by Prescott on three sides.

Although initial European contact occurred in the late 1500s, it was not until the 1860s that significant non-native populations began permanently settling the Prescott area. Prescott was established as a town and became the Territorial Capital of Arizona in 1864.

Prescott was a planned community from the beginning with the original townsite laid out in a grid pattern surrounding a central courthouse plaza. The Arizona State Capital was moved briefly to Tucson and eventually to Phoenix, but during the late 1800s, Prescott again served as the state's territorial capital. The original Governor's Mansion is preserved at its original site at the Sharlot Hall Museum.

The area's early economy centered on mining, cattle ranching, and government, making Prescott the economic and political center of north central Arizona. Support for commercial enterprises continued to expand in the late 19th century. In July of 1900, a fire destroyed much of Prescott's commercial district. Following the fire, most buildings in the downtown area were reconstructed of brick and masonry, providing today's rich architectural heritage. Some 800 City structures are listed in the National Register of Historic Places as part of 13 local districts and/or 13 national historic districts. One archaeological district on City-owned land is included in the register of 13 city-designated (local) historic preservation districts.

Prescott Courthouse, 1878
Photos courtesy of CourthouseHistory.com

Historic Post Office

During the 20th century, Prescott developed as an important location for health services and facilities. For many years, Prescott's clean air and temperate climate drew tubercular and other respiratory patients to the area for treatment. Fort Whipple, originally established as a military outpost to protect the territorial capital and the many miners in the area, is today the Northern Arizona Veteran's Administration Health Care Center.

Also during the 20th century, the arts, cultural, and educational assets of Prescott flourished along with healthcare. Sharlot Hall Museum was founded in 1929 by state historian Sharlot M. Hall and influential Prescott businessmen to preserve and restore the territorial Governor's Mansion. The museum campus collections, exhibits, and educational and performing arts programs have been expanded over the years with a major regional archive focusing on Central Arizona material and natural history.

The Elks Opera House (now Elks Theater) has welcomed audiences to performances since 1905. The performing arts theaters are owned and operated by the Hazeltine Theatre, Yavapai College, and the Prescott Unified School District. The Phippen Museum of Western Art, the Museum of Indigenous People: American Indian Art and Culture, and the Western Heritage Center also contribute to the current cultural scene.

The presence of public and private post-secondary education constitutes an important force in the Prescott economy and cultural surroundings. Prescott College, a private liberal arts college, was established in the 1960s. The late 1960s also brought the founding of Yavapai Community College. In 1978, Embry Riddle Aeronautical University established a large campus in the community. Northern Arizona University has a presence in Prescott; as does Old Dominion University, which is located on the Yavapai College campus. Prescott continues to be an economic, cultural, educational, and political center of Yavapai County and the seat of the county government.

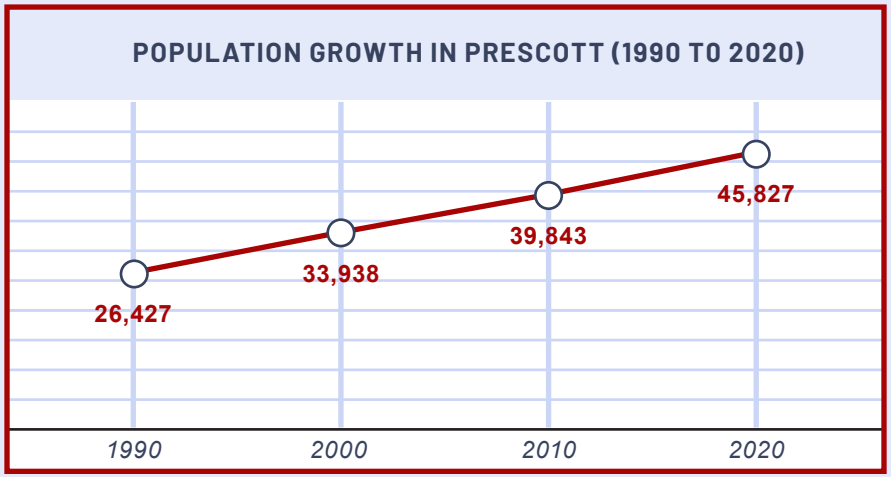
Embry Riddle Aeronautical University

Existing Conditions and Trends

POPULATION FORECAST

From 1960 to 1990, the City's population grew at an average annual rate of 3.9% per year, inclusive of annexations. Since 1990, the growth rate has slowed. From 1990 to 1995, the population grew at an average annual rate of slightly below 3% per year, without any major annexations of existing residential areas, and inclusive of a growth spurt in 1993. Beginning in 1995 and continuing through 2010, the population growth slowed to below 2%. Prescott's population growth rate decreased further since 2010 to an average of 1.5% per year. The 2020 U.S. Census reported Prescott's population to be 45,827. Prescott's growth rate from 2010 to 2020 was 1.4% per year.

The most current population estimates (U.S. Census Bureau, July 2023) present a total population of **47,757**. That said, Prescott's daily population including visitors is approximately **100,000**.



It is important to note, according to the updated classification of urban-rural areas published by the U.S. Census Bureau, the Prescott-Prescott Valley areas are categorized as "urban clusters." Planning approaches differ between urban and rural communities. Throughout the General Plan, the urban planning focus is clear on its goals concerning growth management and organizing locations and densities of population clusters to employ smart growth.

POPULATION FORECAST SNIP

When projecting growth rates, especially when those projections will be used for planning and infrastructure projects, it is better to conservatively project higher rather than lower. For this reason, we have assumed a 2% growth rate in this plan but expect 1-2% growth. It should be noted that unexpected changes to the economy and the potential for Prescott to reach external growth boundaries by annexations may alter this estimate.

Prescott is also affected by the growth trends and development patterns of neighboring communities and the unincorporated areas of Yavapai County. **The 2020 Census count for Yavapai County indicates a population of 236,218, with a 2.1% growth rate.** Using a growth rate of 2.1%, the total County population could reach 300,000 by the year 2030. Prescott Valley has been growing at a greater rate than Prescott and Yavapai County. The Prescott Valley 2020 Census indicated a population of 46,785, with a short-term growth rate of 2.45%.

Higher growth rates for the County and Town of Prescott Valley, along with Prescott being the employment hub for the area, affect traffic congestion on City roadways and demands for emergency services on the periphery of Prescott's city limits.

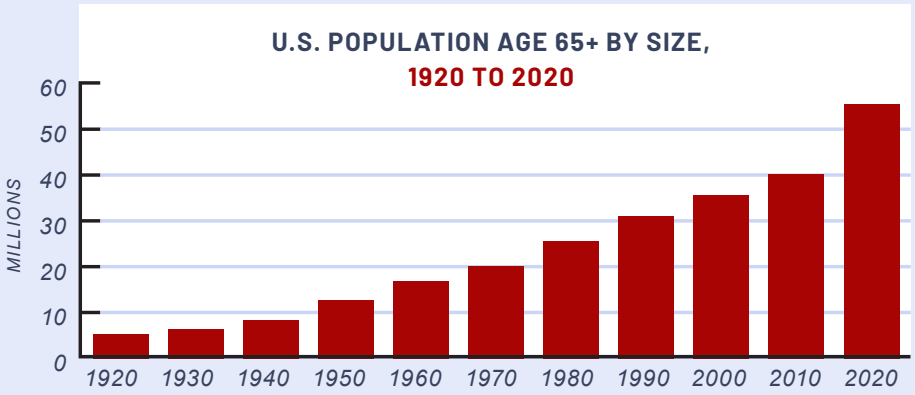
For the purpose of this 10-year General Plan, we use the 2020 Census and assume a higher than average Prescott growth rate of 2% resulting in a high side population of approximately 61,500 by the year 2035. Changes in economic conditions and annexation of significant tracts of flat, more easily developed ranch land could drive that number higher. However, other factors such as availability of water, market trends toward large lot, low-density development, and finite growth boundaries can be expected to play a role in limiting growth over the next 10 years.

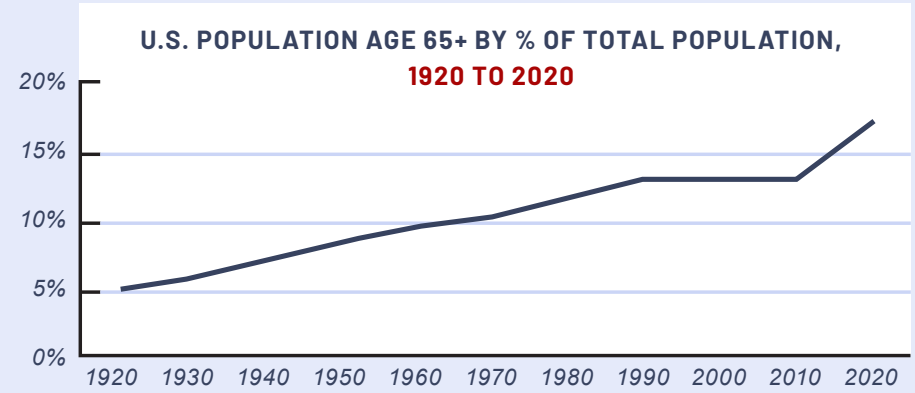
Consistent with articulated community values, Prescott seeks to maintain sustainable, moderate growth of 1-2% to accommodate residents of all ages and economic status, while preserving the community's character now and in the future.

Changing Demographics

AGING POPULATION

Census data from 1980, 1990, 1995, 2000, 2010, and 2020 show minimal changes in the percentage of individuals between the ages of 20 and 64 that make up Prescott's population. The more dramatic shifts have occurred at the two ends of the population age range. Youth aged 0 to 19 declined as a percentage of total population from 26.1% in 1980 to 16.8% by 2010, while adults aged 65 and over increased from 21.4% to 30.8%. These changes have significant impacts on local school district enrollment, the labor force, and the balance of family types and sizes in the area. The 2020 Census shows youth aged 0 to 19 dropped to 14.1% while adults aged 65 and over increased to 41.1% of the total population.





Source: U.S. Census Bureau, Decennial Census of Population, 1900 to 2000; 2010 Census Summary File 1, and 2020 Census Demographic and Housing Characteristics File (DHC)

Prescott's median age increased to 54.1 years of age in 2010, accompanied by an increase in households with one or more people aged 65 and over (from 34.8% in 1980 to 44.8% in 2010). Prescott's median age increased to 60.2 according to the 2020 Census. With the aging of Baby Boomers (those born in the high birth rate years of the 1950s and 1960s), an increase in older populations is a national trend, as is an overall reduction in birth rates. Prescott follows this trend but is different from many other communities in that there is continual in-migration of seniors

approaching retirement or who are already retired. Prescott is and will continue to be a retirement destination because of its natural environment and cultural amenities. The out-migration of young people at the upper end of the 0-19 age range for educational or employment opportunities elsewhere is also a contributing factor to this trend. Telecommunication based on improved internet connectivity affects demographics as younger families seeking Prescott's quality of life are able to bring their jobs with them. The graphs on the previous page show the national trend of an aging population.

HOUSEHOLD SIZE

There has also been a continual decline in the average number of people per household. In 1980, the City's average household size was 2.52. By 2000, the average household size had decreased to 2.11. It dropped further, to 2.03 in the 2010 Census. This is a predictable result of the aging population trend. The 2020 Census reported 2.02 as the average number of people per household.

DIVERSITY

Prescott's population was 95% Caucasian in 1980. By 2010, Caucasians accounted for 92.1% of the population and Hispanics/Latino constituted 8.6% (note: there were changes in the way race was defined by the Census). The percentage of African-American residents in Prescott remained the same at 0.7% in both 1980 and in 2010. The percentage of American Indian residents dropped slightly from 1.2% to 1.1%, and the percentage of Asian residents increased from 0.6% to 1.2% between 1990 and 2010. According to the 2020 Census, Prescott's population was 89.6% White, 8.6% Hispanic, 4.2% two or more races, 2.0% Asian, 0.6% Native American, and 0.4% African American.

FAMILY TYPES

Just as significant in terms of changing diversity are the trends in family types: the proportion of households with a wage earner (working families) compared to retiree households; and the proportion of families actively raising children to "empty nesters" are decreasing. Based on the Census data, families made up 59% of Prescott's households in 2000, which dropped to 56% in 2010. In 2000, households with a member aged 65 or older comprised 39.4% in Prescott, increasing to 44.8% in 2010, a rise of 5.4%. Also of note are trends for working families with young children. In 1990, 50% of families with children under 6 years of age had both parents in the household working. By 2010, that number rose to 64%. Among City residents in 2010, there were 16,891 people age 16 and older who were employed, or approximately 42% of the total population participated in the workforce. This dropped to 40.3% in the 2020 Census. **This may indicate that working families with young children increasingly require more than one income to meet rising living and housing costs in the community. This includes ordinary living costs, such as childcare, as well as housing costs, which are explored more in Chapter 5.**

These trends suggest that the median age will continue to rise, Prescott's youth population percentage will continue to decline, and similar to national trends, seniors and elderly will make up an increasing proportion of the total Prescott population.

All of these demographic trends, if unchanged, will further alter the community balance in terms of age groups, family types, household sizes, and ratios of retirees to working residents.

HOUSEHOLD INCOME

The median household income for Prescott in 1990 was $22,517, with the largest single concentration (24%) of incomes in the $5,000 to $15,000 range. The 2010 Census indicated that the median household income was $44,224, with the largest concentration in the $35,000 to $50,000 range. While Prescott's median income remains slightly higher than Yavapai County as a whole, it continued to be below the statewide median income of $50,448 in 2010. Median income in 2020 Census is $61,090.

REGIONAL POPULATION TRENDS

Between 1990 and 2010, the neighboring communities of Prescott Valley and Chino Valley experienced much higher rates of growth than Prescott. The unincorporated portions of Yavapai County have also grown rapidly. The population changes for Prescott, Yavapai County, neighboring communities are shown in the table below. If the rates of growth in the region continue, Prescott's proportion of the regional population will continue to decline. Prescott Valley's population surpassed Prescott for the first time according to the 2020 Census.

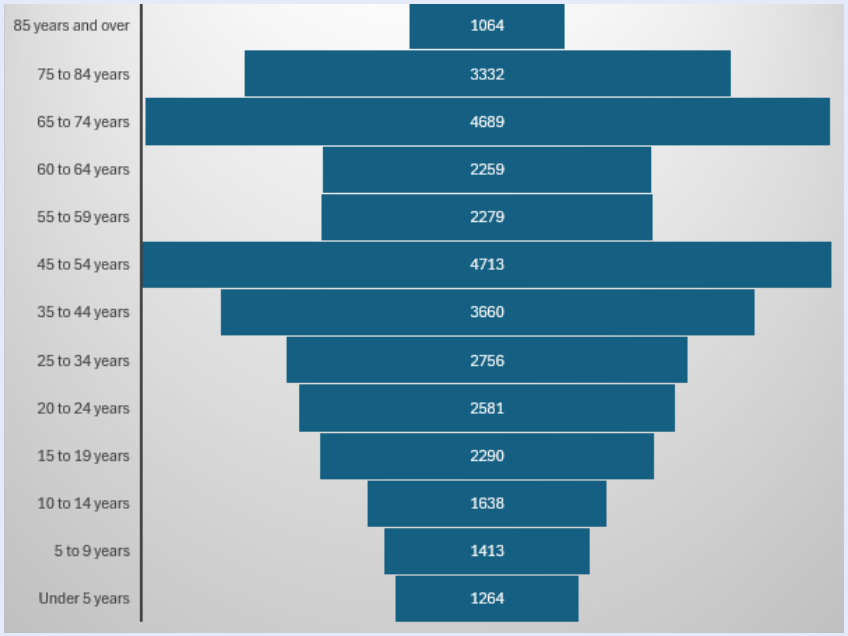
POPULATION BY JURISDICTION

Jurisdiction	2010		2020	
	Population	% Portion of County Population	Population	% Portion of County Population
City of Prescott	39,843	18.90%	45,827	19.40%
Town of Prescott Valley	38,822	18.40%	46,761	19.80%
Town of Chino Valley	10,817	5.10%	13,020	5.51%
Yavapai County	211,033	-	236,209	-

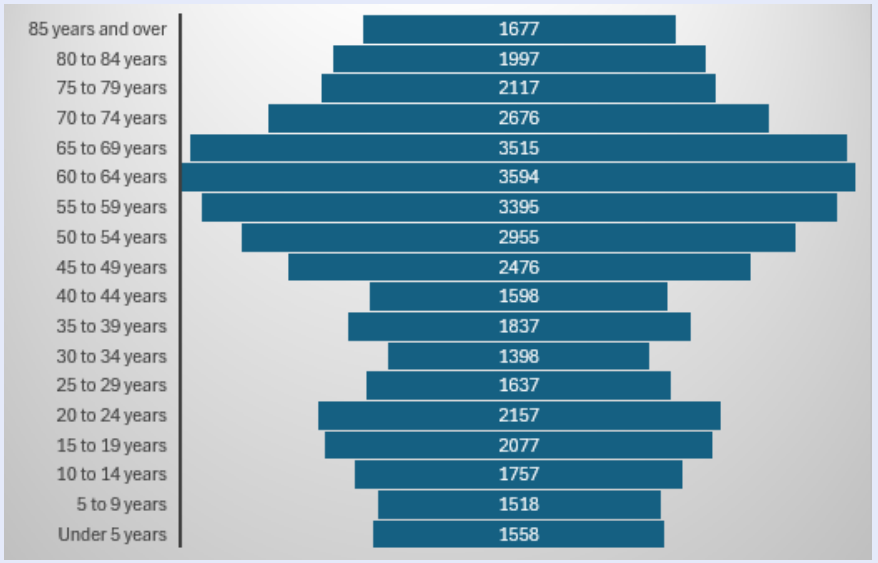
City of Prescott Population by Age

(2022 American Community Survey 5-year Estimates)

2000 CITY OF PRESCOTT POPULATION AGE (2000)



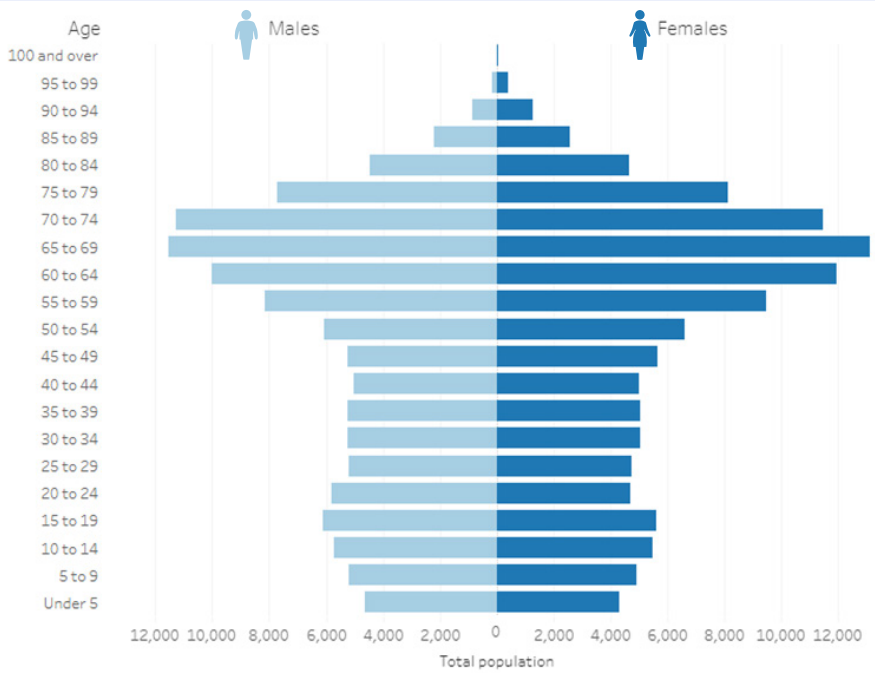
2010 CITY OF PRESCOTT POPULATION BY AGE (2010)



* figures may not reflect incomes not tracked by HUD

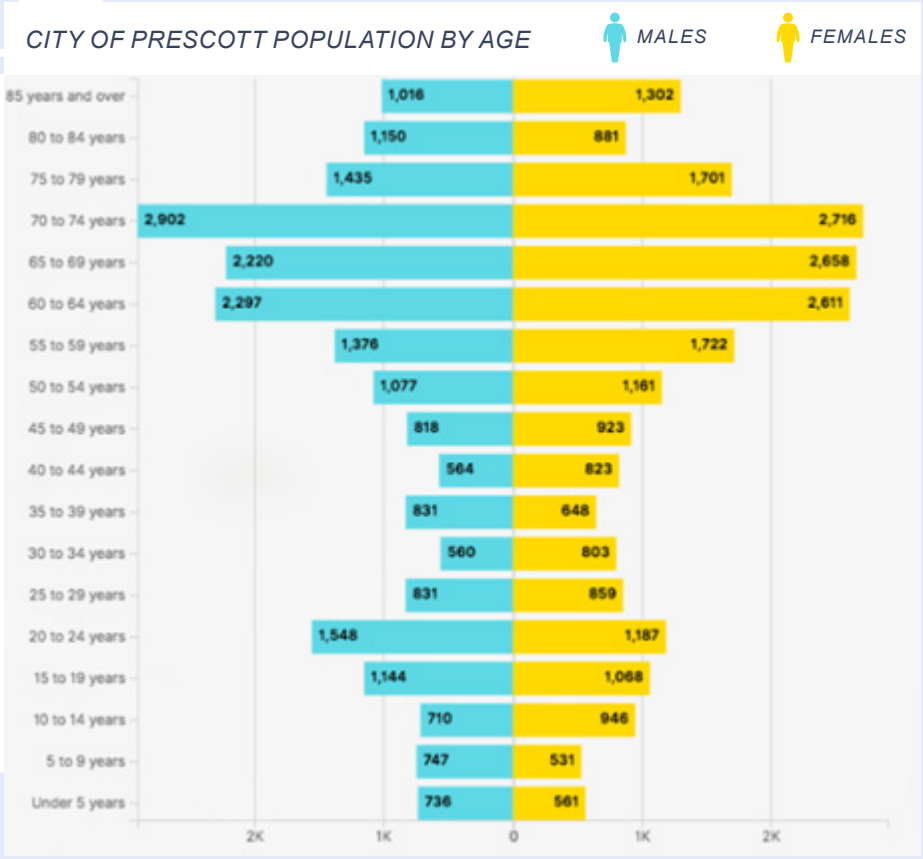
2020 YAVAPAI COUNTY VS. CITY OF PRESCOTT CENSUS DATA

POPULATION	MEDIAN AGE	% UNDER 18 YEARS	% 65 YEARS AND OVER	% FEMALE
236,209	55.5	15.7%	33.8%	50.9%



United States Census Bureau | U.S. Department of Commerce U.S. CENSUS BUREAU census.gov

2020

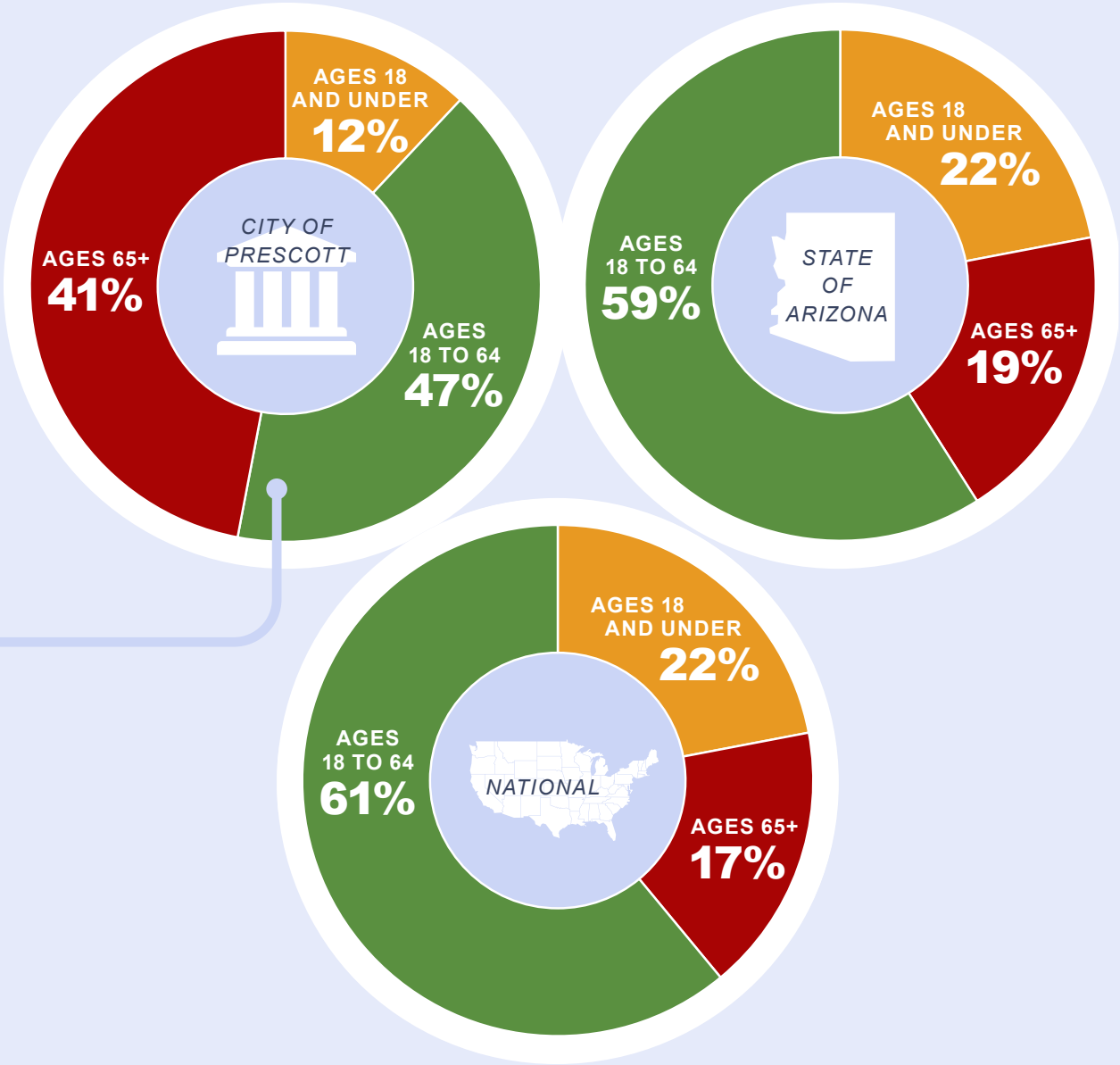


47%

Working age individuals makes up 47% of Prescott's total population.

A small and shrinking working-age population can have a significant impact on Prescott's labor market and economy, including a potential increase in cost of labor, increasing wage premiums for skilled labor due to demand, and fewer workers to pay taxes and provide vital services in the public sector.

AGE GROUPS BY % OF POPULATION



CHAPTER 1

RESILIENCY AND SUSTAINABILITY

With the increased impacts of climate extremes, reduced trends in annual precipitation, and being surrounded on three sides by a National Forest, it is becoming more and more obvious that we need to cultivate **resilience.** Becoming more resilient and sustainable means that we are better able to prepare, adapt, and get stronger in response to internal and external pressures and stresses. This not only allows people, businesses, neighborhoods, and the whole community to maintain essential functions and bounce back relatively quickly, but also spring forward toward improved environmental, social, and economic health and well-being. This focus allows us to simultaneously promote economic vitality, environmental integrity, and healthy communities.

Resiliency and sustainability involve many considerations, including wildfire risks, environmental planning, water availability, climate, and energy. Balancing land uses within a community is essential to providing residents with a full range of services, employment opportunities, and housing choices. This balance is vital for maintaining a resilient community. Currently, housing affordability for essential workers is a high priority, as the lack of affordable housing negatively impacts employee recruitment for local governments and private industries. This issue continues to hinder the hiring of qualified staff for essential services in government, healthcare, education, and other sectors. Consequently, Prescott faces crowded roads filled with workforce commuters, higher service costs, fewer service options, and a flattening tax base. All stakeholders must take action to prevent the degradation of services for Prescott residents.

Maintaining a balance, especially with workforce housing, has been an ongoing concern for Prescott, as noted in the 1990, 1997, 2003, and 2015 General Plans. Providing for the housing needs of a balanced community has been and remains a challenge in Prescott due to the growing percentage of retired residents, many of whom are able to afford higher-priced housing, thus incentivizing the market to produce housing out of reach for working families. In addition, the steady increase in land costs further drives up the cost of housing. In the last decade, market-based housing development in Prescott consistently favored (and continues to favor) larger single-family homes in large and smaller lot mass-graded subdivisions. However, with Prescott remaining a retirement destination, smaller houses on smaller lots and multifamily rental housing options may occupy a greater market share in the next decade.

Beyond the question of housing balance, it is important to consider the availability of commercial and industrial land in the city. Prescott is comprised of approximately 68% residential property, 10% commercial property, and 9% industrial property. The remainder comprises open space and master planned development properties. There is no “ideal” balance among these land use components. The key is to maintain sufficient undeveloped commercial and industrial lands to provide the necessary expansion of services to support anticipated residential growth. Approximately half of all commercial and industrial-zoned land within the city remains vacant at the time of this writing.

The Prescott Fire Department

The Prescott Fire Department is the oldest in Arizona. It was established in 1885, and today it is a modern and highly professional career fire department. The Department has a wonderful history of firefighting traditions and values a creative and proactive workplace. It is involved in numerous joint partnerships, including automatic aid with the Central Arizona Fire and Medical Authority, United States Forest Service, and Yavapai-Prescott Indian Tribe.

The Prescott Fire Department provides all risk services to our community. Fire personnel are the first responders to deal with epidemic disease, bio-terrorism, hazardous materials, and other threats to safety. They are trained in emergency medical response; structural and wildland fire fighting tactics; confined space- and high-angle rescue; hazardous material mitigation; fire prevention techniques; and are involved in large-scale incident management at the local, county, and state levels.

The City was the first community in Arizona to adopt the Wildland Urban Interface Code with local amendments. Prescott Fire Department leadership is committed to aggressively addressing the threat of wildfire to our community and promotes fire-adapted community strategies. This proactive approach to fuel mitigation and educating our citizens regarding wildfires has placed the City in a leadership role locally and nationally.

The current question is not "if" a fire will occur but "when."

In 2019, the Department completed a comprehensive community risk assessment that is the foundation for assessing the risks faced by the community.

A major update to the community risk assessment was completed in 2024 and adopted by the Council in November of 2024. The document can be found at: **https://prescottfire.org/services/documentsandresources/**.

In 2023, the Department established a 5-year strategic plan (**https://prescottfire.org/wp-content/uploads/2024/12/PFD_Strategic_Plan_2024_Update_v24.4_08-27-24.pdf**) that is updated annually to establish a redefined organizational identity and update its mission, vision, and values based on stakeholder comments.

Seven strategic issues were identified that the Department must address to serve the community effectively. These challenges are all equally important and relate to the following:

1. **Staffing and Infrastructure –** There is a need for increased capital infrastructure and associated staffing to meet growth in the city.
2. **Occupational Safety –** Existing station infrastructure and policies need to incorporate current evidence-based research related to the fire service that influences the well-being of personnel.
3. **Data Collection and Analysis –** The department must improve the utilization of data collection and analyze it to drive organizational performance management.
4. **Community Growth –** Public safety resource allocation has not substantially increased, while the demand for services in the community has doubled.

5. **Sustainable Funding –** To maximize the impact of voter-approved public safety funding and address increasing citywide demands, the general fund must be balanced to sustain public safety resources while fulfilling overall City priorities.

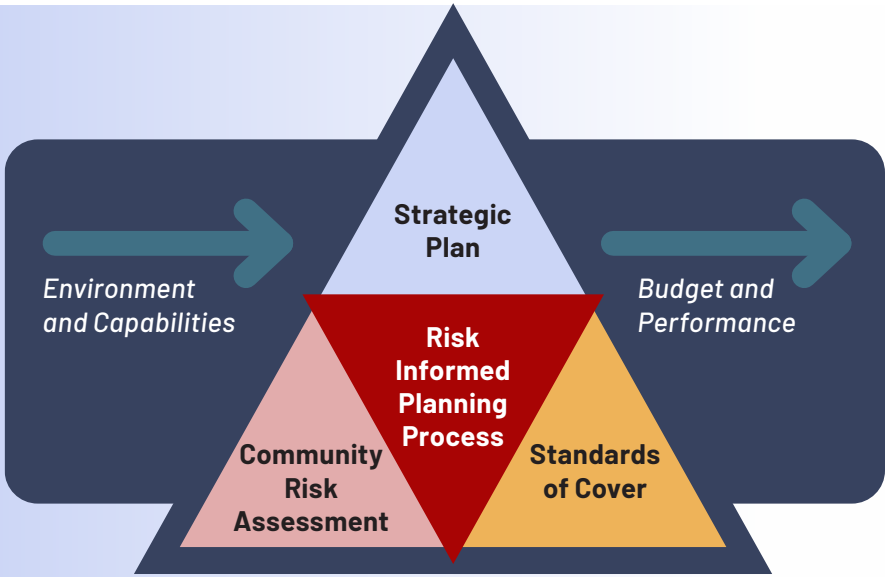
6. **Resource Viability –** The current resources allocated to the Department are insufficient to effectively manage its current responsibility. Therefore, they must be addressed before meeting the demand for expanding capabilities. The City may consider co-locating new Fire and Police structures to minimize cost.

7. **Workforce Development –** Significant changes in the workforce and the community, coupled with an evolution of the profession's demands, require a dedicated focus on investing in the current workforce and being proactive about recruiting new public safety professionals.

FIRE-ADAPTED COMMUNITY FRAMEWORK

Prescott is in an environment susceptible to wildfire. Some neighborhoods, especially those along the south and west boundaries of the city, are even more prone to wildfires. At-risk neighborhoods and other new construction are required by the adopted City Urban/Wildland Interface Code to implement vegetation management plans and to use more fire-resistant building materials. This code implements much-needed safety measures within the most at-risk areas. Because wildfire is the most significant natural threat to Prescott, it will remain an important factor in all aspects of planning for the City.

Prescott Fire Department leadership is committed to aggressively addressing the threat of wildfire to our community and promoting fire-adapted community principles. This proactive approach to fuel mitigation and educating our citizens regarding wildfires has promoted effective public/private partnerships in fire management.



FIRE DEPARTMENT GOALS AND STRATEGIES

Goal 1: Plan for efficient and effective delivery of fire prevention and response.

Strategy 1.1 Continue to promote fire-adapted community principles and encourage local neighborhoods to achieve Firewise designation.

Strategy 1.2 Reduce the negative consequences of life-threatening emergencies experienced by the community through effective response and mitigation solutions.

Strategy 1.3 Enhance Emergency service delivery through strategic positioning of public safety infrastructure.

Fire Station

Environmental Planning

AIR QUALITY

During the early 20th century, Prescott's clean air and temperate climate drew many respiratory patients to the area for treatment. Today, air quality remains an asset of the community, helping to draw tourists and those seeking lifestyles away from large urban areas with poor air quality. Continued urbanization, with its associated increase in traffic, may degrade Prescott's air quality in the future, potentially hurting tourism, growth, and the quality of life for residents.

CHALLENGES

Although natural air movements bring some air pollution into the area, the community can improve air quality most effectively by discouraging local pollution. The Circulation Element addresses reducing automobile dependence through alternative transportation; however, the overall environment in Prescott is affected by individual auto use.

Dust, smoke, proliferation of plant pollens, and automobile emissions are sources of urban air pollution. Smoke is a problem during winter months because of wood-burning fireplaces and stoves, and at other times, seasonal prescribed burns affect air quality. In the warmer, dry months, dust from dirt roads and construction activities affect air quality. A continuing drought exacerbates poor air quality conditions.

GOALS AND IMPLEMENTATION STRATEGIES

Goal 1: Maintain Prescott's good air quality.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by Council for future decisions could include encouraging the upgrade to Environmental Protection Agency (EPA)-approved wood burning stoves and fireplaces, maintaining road sweeping to reduce dust particulate air pollution, and/or evaluating whether to participate in the Arizona Department of Environmental Quality (ADEQ) Air Quality Flag Program (https://azdeq.gov/FlagProgram). There may also be opportunities to identify and promote alternative transportation strategies to reduce vehicle emissions and by expanding the scope and connectivity of the City's bicycle, pedestrian, and trail circulation systems.

WATER QUALITY

Prescott enjoys drinking water of good quality from deep wells. The City is a water service provider operating a water supply, treatment, distribution system, wastewater collection, and effluent distribution system. These systems are operated in compliance with federal and state water quality regulations.

Prescott is committed to maintaining a sustainable balance in water management, encompassing water quality, use, conservation, importation, and groundwater recharge. Our City plans, water policies, and adopted codes are designed to address these crucial issues. Regular reevaluation and revision of these plans, policies, and codes are essential to ensure we meet our water management goals (the state regulates surface water).

WATER QUALITY GOALS AND IMPLEMENTATION STRATEGIES

Goal 1: Protect surface waters and groundwater recharge areas to maintain the high quality of Prescott's water.

Goal 2: Enhance stormwater use and management for aquifer recharge and optimization of water treatment infrastructure.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by Council for future decisions include investigating the creation of a low-impact development ordinance for infiltration and reuse of stormwater for all new developments. Also, developing a process for identifying potential neighborhood projects and grant funding sources, such as the Community Development Block Grant (CDBG), for green stormwater infrastructure and integrate it into the City's Capital Improvement 5-year project list. Another initiative could be to work with adjacent jurisdictions to integrate and align stormwater standards, policies, and practices across the region and to create a toolkit to support local governments in adopting and implementing stormwater standards, policies, and practices. A Green Stormwater Infrastructure (GSI) program could be considered to identify, construct and maintain GSI. Then, where feasible, integrate GSI into City street reconstruction projects and incorporate GSI into all municipal facilities and parks, also where feasible.

GREEN STORMWATER INFRASTRUCTURE

The goal of GSI is to "slow it down, spread it out, and soak it in" and is an integrated solution to stormwater management with numerous benefits:

- Reduces stormwater pollutants and localized flooding
- Conserves water by directing rainwater to streetside landscapes and parks
- Supports riparian vegetation and wildlife while replenishing local groundwater aquifers
- Enhance traffic calming efforts and pedestrian/bike safety features
- Grows an urban/neighborhood forest with the benefits of mitigating extreme temperatures and heat island effects

Green Infrastructure, or Low-Impact Development (LID), is a comprehensive environmental conservation and sustainable development approach. It directly applies to local water concerns, stormwater management, and watershed health. GSI integrates natural ecological and engineered systems for managing stormwater, harvesting rainwater, and recharging aquifers. These design and management protocols reduce flooding events, prevent contamination of surface waters with pollutants from the built environment, and conserve groundwater. Additionally, they provide aesthetic, recreational, and wildlife habitat benefits and lead to reductions in water treatment costs and infrastructure burden. **The use of GSI features and management practices could significantly contribute to a sustainable water supply, considering that about 30% of water use in the city is for landscaping.**

LAKES

The City owns or leases land associated with four bodies of surface water:

1. **Upper Goldwater Lake**
2. **Lower Goldwater Lake**
3. **Watson Lake**
4. **Willow Lake**

All four water bodies are man-made reservoirs that have historically served as community water supplies for City water customers or the agricultural industry in the region. **Lynx Lake** is owned and managed by the Prescott National Forest.

Upper and Lower Goldwater lakes are the smallest of the four, with historic legal documents stating the combined capacity to be 620 acre-feet. Lower Goldwater Lake was used to supply water to the City by supplementing the water pumped from Del Rio Springs. Neither Upper nor Lower Goldwater Lake is used for the City's water supply. Goldwater Lakes are now public recreation amenities maintained by the City's General Fund. These lakes are upstream of the community, reducing the population center's effects; however, it is subject to natural processes such as siltation.

Watson and Willow lakes also have an extensive history. They were originally built to store and release water from annual precipitation for the downstream agricultural industry. The most current document (Sever and Transfer 98-001) for Watson and Willow lakes state their legally claimed storage capacities to be 4,600 and 5,980 acre-feet, respectively, with the right to continuous fills and refills. Unlike the Goldwater lakes, Watson Lake and Willow Lake

are subject to natural processes and the effects of the upstream population center. It was not until 1998 that the City purchased these lakes from the Chino Valley Irrigation District following a voter-approved bond measure for $15M. The official ballot language associated with City Resolution 3033 describes property and water rights for water resources and recreational purposes. Since the purchase, reservoir operation has had a complete shift in their operation. Water is now stored from year to year for water supply, recreation, and fish spawning needs. Releases still occur pursuant to requirements regarding surface water right holders and for the storage and recovery of supplies to support City water customers. Due to the water storage and recreation uses of these lakes, they currently require both City General Fund and Water and Wastewater Enterprise Funds expenditures.

It is recognized that surface water bodies in the City's jurisdiction require continued operation and maintenance at federal, state, or locally imposed standards. Each reservoir is subject to varying influences from outside agencies, nature, and the effects of the nearby population. Since both Watson and Willow lakes have no continuous flow-through and are not drained annually, siltation and accumulated contaminants present challenges to their vitality. In 2004, the Environmental Protection Agency designated the Watson Lake reservoir as impaired because of high levels of nitrogen, low dissolved oxygen, and high pH.

As part of the Watson Lake Water Enhancement Project, City Council approved a proposal to install four floating, solar-powered aerators at their November 28, 2023, meeting. The floating circulators are designed to circulate the water to prevent and control water quality problems in lakes and were installed in February of 2024.

LAKES GOALS AND IMPLEMENTATION STRATEGIES

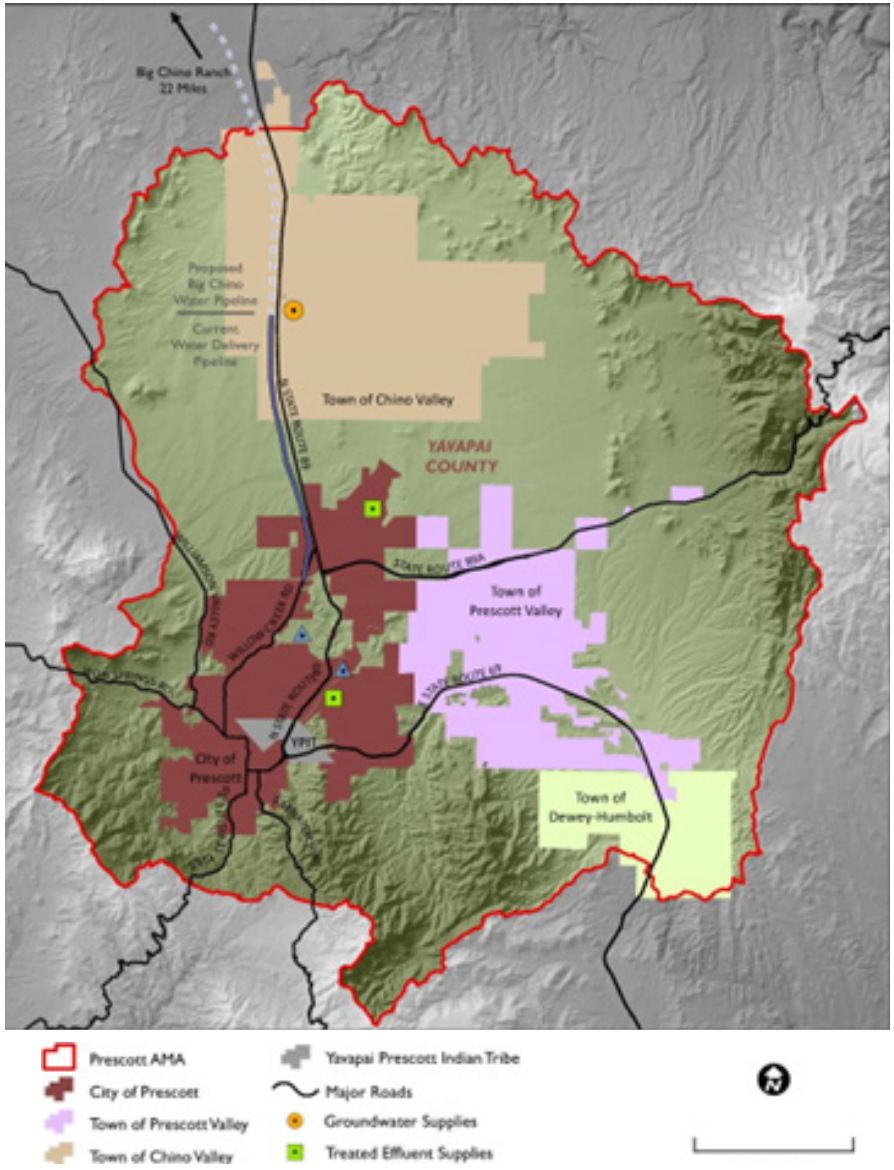
Goal 1: Improve the water quality of publicly owned reservoirs for full body contact.

Strategy 1.1 Protect the lakes and their watersheds from sources of pollution.

Strategy 1.2 Develop and preserve open space, trails, and park areas that complement the lakes and the surrounding species and environment.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by City Council for future decisions include developing an up-to-date Lake Management Plan for Watson, Goldwater, and Willow lakes.

PRESCOTT ACTIVE MANAGEMENT AREA (PRAMA)



WATER RESOURCES

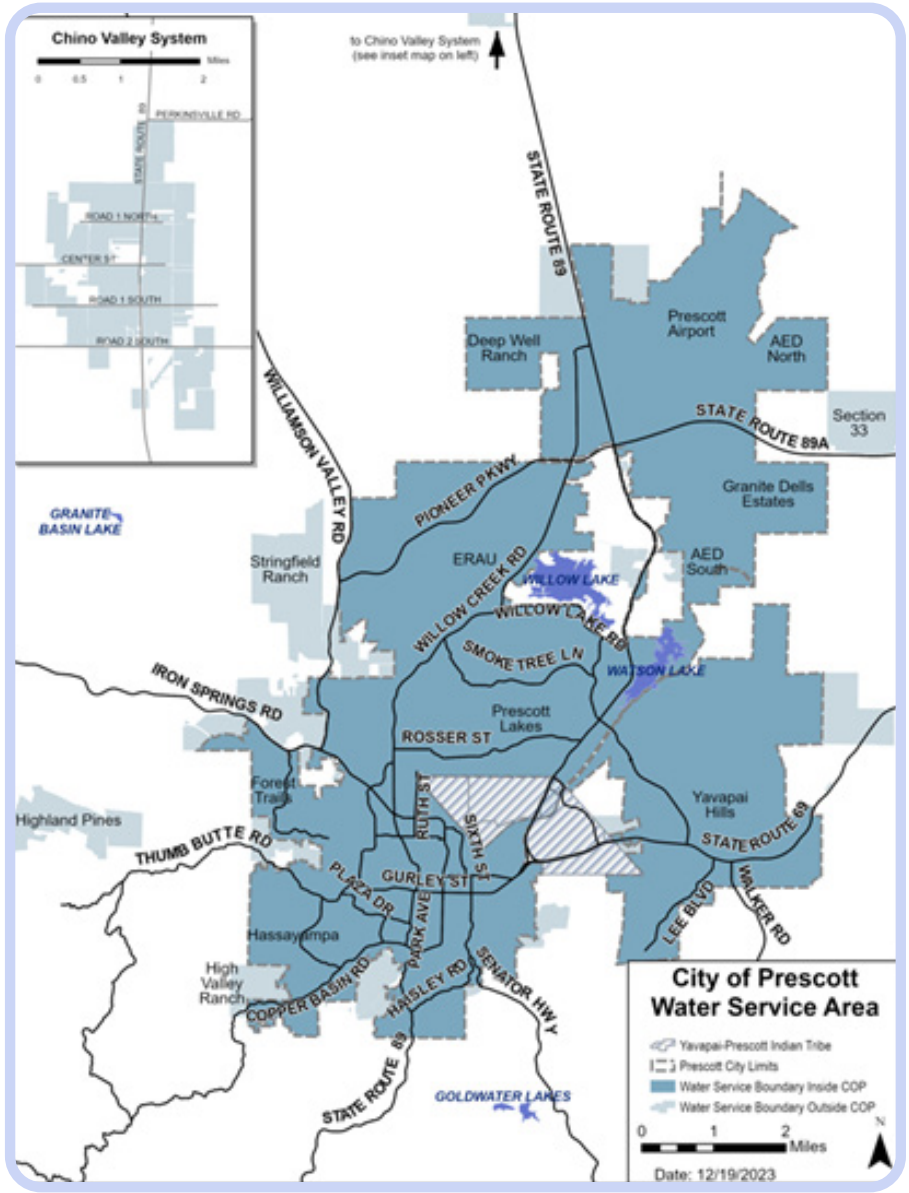
Water availability is crucial to maintaining a high quality of life with a healthy economy. Water supplies are regulated by the Arizona Department of Water Resources (ADWR) and situated within the Prescott Active Management Area (PrAMA). The PrAMA also includes the Towns of Prescott Valley, Chino Valley, and Dewey-Humboldt, portions of unincorporated Yavapai County, and the Yavapai-Prescott Indian Tribe Reservation, as shown on the map to the left.

Communities within the PrAMA withdraw groundwater based on Arizona Revised Statutes and Arizona Administrative Code. Further, ADWR Management Plans establish water management strategies emphasizing conservation, replacement of existing groundwater use with renewable supplies, recharge, and water quality management by all identified water use sectors including municipalities.

Two key historic actions that affect the PrAMA are the statewide 1980 Groundwater Management Code and the 1998 PrAMA Declaration of Groundwater Mining (being out of safe yield). The latter instituted the Assured Water Supply rules. For more information on ADWR statutory authorities, visit www.azwater.gov.

Since 1999, the City has maintained a Designation of Assured Water Supply (DAWS). The legal document issued by ADWR, a Decision and Order (D&O) of Assured Water Supply sets forth current, committed, and projected demands, and the water supplies to meet those demands.

WATER SERVICE AREA



In the City's case, this document relates to the water service area shown on the map to the left. The City's current D&O was issued in 2009. In December 2021, the City filed a required update which is currently under ADWR review. The map to the left shows the anticipated water demands included in the 2021 D&O application as of June 2024.

2021 D&O DEMANDS

Water Resource Management Model Demands

AFY quantities are provisional based on ADWR review of City's 2021 Decision and Order application.

Current Demand	9,328 AFY
Committed Demand	3,534 AFY
Projected Demand	1,667 AFY
Total Demand Estimate	14,529 AFY

Current Demand means the 100-year water demand for existing uses within the service area of a designation applicant or designated provider, based on the annual report for the previous calendar year.

Committed Demand means the 100-year water demand at build-out of all recorded lots that are not yet served water within the service area of a designation applicant or a designated provider.

Projected Demand means the 100-year water demand at build-out, not including committed or current demand, of customers reasonably projected to be added and plats reasonably projected to be approved within the designated provider's service area and reasonably anticipated expansions of the designated provider's service area.

Source: WRMM 2020

ADWR requires that water supplies are shown as continuously and legally available for 100-years to be included in the D&O. Per the 2021 D&O application, the City is currently anticipating 17,544.93 AFY, a combination of groundwater, and stored and recovered (surface water and treated effluent) supplies.

Approval of the D&O will set the legal water supply for the City and establish the demands for the set period, typically 10-20 years. With this information, the City can evaluate potential growth as established in the General Plan and create a long-term water management plan to support that growth. This is why it is vital for the City to complete the D&O process.

There are a number of subdivisions that the City has contracted water to, either through a Water Service Agreement or a Development Agreement. These commitments fall in either the committed or projected demand category, depending on whether each development has obtained a plat or not.

The anticipated numbers shown in the 2021 D&O Demands on the previous page are based on the City's Water Resource Management Model (WRMM) (**https://www.azwater.gov/hydrology/groundwater-modeling/prescott-regional-model**). The WRMM is discussed more in the Planning for the Future section on page 37. Although the WRMM tracks actual and estimated demands, the City will need to plan carefully to ensure that any future annexations, economic development efforts, and large projects are thoroughly and accurately accounted for and that supplies will meet the needs of future projects.

Goal 1: Maintain Designation of Assured Water Supply (DAWS)

Strategy 1.1 Develop a long-term water management plan and tools to improve measurement and analysis.

Strategy 1.2 Continue to develop a comprehensive study for the Big Chino Water Ranch including economic, social, and environmental impacts of potentially adding this water supply to the City's portfolio.

LOCAL SUPPLIES AND INFRASTRUCTURE

Water supplies recognized in the City's 2009 D&O include groundwater (currently from the Little Chino Sub-basin aquifer and transportation water from the Big Chino Sub-basin aquifer with conditions), surface water, and treated effluent supplies used for recharge and recovery. Groundwater is the largest water supply within the City's water portfolio, and it is currently pumped from two well fields operated by the City's Public Works Water Operations Division.

The Intermediate Pump Station and Chino Valley Water Production Facility improvements are scheduled for completion in the first quarter of 2025. The addition of these facilities will constitute a major capacity increase to the City's pumping and water storage capacities while also reducing water pressures by approximately half for over 75,000 feet of transmission mains.

The City has surface water supplies through its water rights associated with the Watson Lake and Willow Lake reservoirs. The City has a legal entitlement to discharge up to 3,861.26 acre-feet per year (AFY), plus 965 AFY for Transportation Losses (not to exceed 4,826.26 AFY) from the reservoirs for municipal use. The City implements this water right by routing surface water from the Watson Lake and Willow Lake reservoirs to the recharge basin facility near the Airport Water Reclamation Facility (WRF). Since surface water supplies are subject to variation in precipitation each year, the City's recognized water volume in the D&O is lower than the City's water right. This provides a buffer for years of low precipitation where the City chooses to recharge lower amounts to maintain a recreational and environmental pool in the reservoirs.

Treated wastewater (effluent) or reclaimed water, like surface water supplies, is used for reducing demand on the groundwater supplies. The City provides reclaimed water to golf courses, and for construction and industrial uses. Like surface water supplies, reclaimed water that is not contracted for direct use is sent to the recharge facility for underground storage and replenishment of the aquifer.

The City has operated the Sundog Wastewater Treatment Plant (WWTP) since 1934 and the Airport Water Reclamation Facility since 1988. Combined, these facilities are permitted to treat up to 10.75 million gallons per day (MGD) of domestic and industrial wastewater. Between 2000 and 2022, the City delivered an average of 3,759 AFY of effluent. Proposition 400, approved by Prescott voters in 2005, requires all effluent generated by development in newly annexed areas equal to or exceeding 250 acres to be used for permanent recharge. For more information on the City's wastewater operation please visit the City website at: **www. prescott-az.gov/sewer-and-wastewater/wastewater-operations/**.

Related to the infrastructure, the maintenance cost of keeping aging systems functioning, both potable and non-potable will be a challenge that the City will continue to face in the coming years. To ensure all newly constructed pipelines will have the longest service life possible, Ordinance No. 2021-1743 was passed requiring the use of ductile iron pipe (DIP) for all water main installation and prohibiting the use of Polyvinyl Chloride (PVC) pipe.

The challenges of aging infrastructure and establishment of new infrastructure will require effective coordination of water operations and water resource management to establish forward planning and integrate policies that ensure the sustainable and equitable distribution of water resources. This coordination is essential to address the needs of all existing and future water users while considering environmental, social, and economic factors.

BIG CHINO WATER RANCH (BCWR)

In 1991, Arizona Legislature authorized the importation of groundwater into the PrAMA from the Big Chino Sub-basin as a substitute for Central Arizona Project water that had been allocated to Prescott, but could not physically be brought north for use. In 2004, the City and the Town of Prescott Valley entered into an Intergovernmental Agreement (IGA) for the purchase of BCWR located approximately 18 miles northwest of Paulden. The project consists of 11 wells, a pump station, and 30 miles of pipeline for the transportation of water from BCWR to the Water Production Facility in Chino Valley. A summary of project highlights is included below:

- In the City's 2009 D&O, a portion of the City's water portfolio has the legal right to import up to 8,067.4 AFY from the Big Chino Sub-basin (ARS §45-555E and F).
- Proposition 401 known as the Prescott Tax Payer Protection Act, was voted on and passed in 2009. This requires the voter approval of certain high-value projects set at $40 million in 2011, but this number is adjusted every year based on the Bureau of Labor Statistics Consumer Price Index (CPI). The CPI was adjusted to $57.5 million as of December 2024.
- By 2010, construction plans were prepared and some easements for pipelines were obtained. The project was put on hold because of ongoing legal action regarding the Verde River and changes in the City's strategy for water supplies.
- In 2010, an Agreement in Principle (AIP) was signed by City, the Town of Prescott Valley, and the Salt River Valley Water Users' Association and Agricultural Improvement and Power District (SRP). This effectively stopped legal proceedings and shifted emphasis toward the scientific study of the Big Chino Sub-basin and the Upper Verde River.

- In September 2012, the City, Town of Prescott Valley, and SRP entered into Comprehensive Agreement No. 1. This agreement allowed for the construction of monitoring equipment and preparation of a groundwater flow model for the Big Chino Sub-basin and Upper Verde River.

Future efforts include completion of testing the groundwater flow modeling with Comprehensive Agreement No. 1, preparation of pumping scenarios to determine the source of all groundwater pumping impacts to the Verde River, and evaluation of mitigation measures, if any, required to mitigate impacts to the Upper Verde River from BCWR.

REGIONAL WATER SUPPLY PLANNING

Population growth and development anywhere within the PrAMA will affect the aquifers and the PrAMA goal of reaching safe-yield. Development patterns and policies in other jurisdictions within the PrAMA differ from those of the City. The City anticipates the need to continue to work regionally to achieve and implement a successful management strategy. This should include continued partnering with Yavapai County, Town of Prescott Valley, Town of Chino Valley, Yavapai Prescott Indian Tribe, and other recognized entities, such as SRP. It is also important that the City clearly communicates with the public over water planning efforts. To achieve or even approach safe-yield, regional efforts in conservation and water planning from all water users within the PrAMA including Regional Master Water Planning and Regional Storm Water Recharge strategies will be necessary.

Further Strategies for Goal 1: Maintain Designation of Assured Water Supply (DAWS)

Strategy 1.3 Investigate potential future supply types such as stormwater and maximizing use of treated effluent for direct use, indirect use, and/or evaluation of the potential for advanced water purification.

Strategy 1.4 Continue to develop the Water Conservation program to lower outdoor water use, identify grant opportunities for conservation programs, and develop additional metrics to measure results. See www.prescottwater.com to learn about the Prescott water conservation program.

Strategy 1.5 Seek partnerships and opportunities for collaboration on regional water issues such as stormwater recharge and water conservation efforts.

PLANNING FOR THE FUTURE

Water planning is ongoing and requires significant time horizons for both physical supplies and their associated infrastructure. Below are several examples of the City's planned efforts in two categories: **data systems** and **management**.

Data Systems

To meet the intent of the adopted 2025 General Plan, the City and its consultants continue to work toward long-term water resource management and updating to more current tools and approaches. The first step was building a data repository that links land and water demands and running various scenarios (e.g. changes in either customer demands or available supplies, policy implications, etc.) to assess various possible futures. The Water Resource Management Model (WRMM) was created for this purpose.

The initial version of the WRMM was based on the City's water service area boundary. Next, a version which incorporated the 2025 General Plan boundary was created. The final version was created to handle the data as required by state statute and rules for updating the City's DAWS. The WRMM is updated annually to include the previous year's billing data. Currently, the WRMM is used to provide City Council with information to understand supply and demand (data for) the determination of water budgets. In the future, when more detailed procedures are developed for uses of the WRMM, it will become a more useful tool for setting water budgets, complying with DAWS regulations, and meeting the objectives of the General Plan.

Other critical tools the City utilizes for water resource management include:

- **Water and Wastewater (Infrastructure) Models:** The City will continue to regularly update its infrastructure model.
- **Big Chino Groundwater Flow Model:** In partnership with the Town of Prescott Valley and SRP (Comprehensive Agreement No. 1), a model will be completed in late 2024. This model will advance a needed future water supply while also working to protect Upper Verde River flows. See the BCWR section for additional information.

Watson Lake

Management

City Codes and Water Policy: On April 26, 2022, City Council approved a new water management policy as a guide for new developments and how water is allocated to them. The intent is to support responsible growth, development, and ADWR's goals and management strategies to work towards safe-yield. On March 26, 2024, the Amended 2022 Water Management Policy was adopted by City Council based on recommendations from the Mayor's Commission for Water Policy Review and Monitoring and City staff to bridge the City until completion of the next D&O and provide efficiencies in the processing of Water Service Applications.

For more information on the water policy and to view current water budgets visit: **https://prescott-az.gov/water-resource-mgmt/water-policy/**.

Water Conservation (Demand Management): The City's existing water conservation program encourages Water Smart practices. Conservation measures presently yielding water savings include tiered water billing rates, direct use of treated wastewater effluent, maintaining financial incentives for conservation, and furthering public education. For more information, visit **https://prescottwater.com/**.

Advanced Metering Infrastructure (AMI): The City has begun to update the water system to incorporate smart water metering technology known as AMI. This technology is an integrated system of water meters, communication networks, and data management systems that enable two-way communication between meter endpoints and utilities. AMI features a network of smart water meters and intelligent infrastructure that provides continuous and historical data to improve system intelligence, visibility, automation, and control. These systems increase water conservation by enhancing meter reading efficiency, assuring long-term meter

accuracy, improving customer service processes, transparency of water use and leak detection to homeowners, and supporting security to deter tampering. In 2023, the City was awarded a $3M Water Infrastructure Finance Authority (WIFA) grant for the implementation of AMI throughout the City's Water Service Area. City Water Operations is continuing to pursue additional WIFA grant opportunities.

Per- and Polyfluoroalkyl Substances (PFAS): Since the EPA has released the final rules and Maximum Contaminant Levels (MCLs) for chemicals known as PFAS, City Utilities staff have been evaluating the impact these rules will have on future City Water Operations. For more information see **epa.gov/pfas/pfas-explained**. Current treatment strategies being considered include ion exchange resin, granular activated carbon, nanofiltration, and reverse osmosis.

Water Resources Long-Term Management Plan: On November 21, 2023, the Mayor's Commission for Water Policy Review and Monitoring finalized a companion recommendation to the amended 2022 Water Management Policy as listed below.

It is recommended that the City begin the process to develop a long-term water management plan, incorporating the water resource management model and appropriate legal documents.

With the Commission identifying disconnects in the 2022 policy, it is evident the City is lacking a long-range water management plan to carry the City's water health and safety when there are changes from one elected and leadership body to another. The 2022 policy may temporarily bridge the City, while a long-term plan is developed and aligns with its pending DAWS, which is currently under review with ADWR.

Alignment with the City's General Plan is important due to the City's service area extends outside of its General Plan area.

The strategic aspect of doing a long-range water management plan was approved by City Council on March 26, 2024. The development of a long-term water management plan will need to consider many aspects including water supplies, demands, management strategies and goals, conservation, climate adaptation, emerging contaminants, and implementation and monitoring. Many of the aspects discussed in this General Plan will need to be included when planning and partnering with PrAMA members.

CLIMATE AND ENERGY

CLIMATE

In February 2023, a collaborative research team from the University of Arizona and New Mexico State University created a Climate Profile for the Quad Cities Region which was released and can be viewed at: https://qcclimatecollaborative.org/climate-action-hub. The report's primary conclusions predict increasing regional temperature, more extreme heat waves, and more intense rainfall events but little change in total annual precipitation.

THE IMPORTANCE OF CLIMATE ADAPTATION PLANNING

Climate adaptation planning is planning to adjust to new or changing environments in ways that take advantage of opportunities and reduce negative effects. The Climate Assessment for the Southwest (CLIMAS) Climate Profile emphasizes the importance of continuously identifying risks and vulnerabilities, assessing and selecting action options, implementing short- and long-term strategies, and monitoring and evaluating the local outcomes of each strategy.

The Climate Profile highlights several areas of impact across the region:

- Direct stress from heat and lack of moisture will negatively impact forest health by reducing tree growth and increasing tree mortality.
- Warming is already driving an increase in the number of wildfires, the area burned, and an overall longer fire season.
- With larger storm events, areas in the Quad Cities area may become more flood prone.
- Stream flow levels and soil moisture—key drought indicators—are likely to be negatively impacted.
- Falling aquifer recharge rates are being seen across the Western U.S., and aquifers in the Quad Cities area will likely be similarly affected.
- The agriculture sector, including farming and ranching, will be impacted. Rangelands are vulnerable as forage quality and quantity are likely to suffer. Hotter temperatures can also increase heat stress on livestock and contribute to disease proliferation.

Planning for climate adaptation has already begun in many places across the country. 33 states and over 600 local governments have climate adaptation plans. The Quad Cities Climate Collaborative released a companion report to CLIMAS's Climate Profile in early 2023, Local Climate Action Options for the Quad Cities Region (https://qcclimatecollaborative.org/climate-action-hub). This report was written to help members of the community translate the Climate Profile findings and suggestions into action at the local level. It is intended to be a "living document" in the sense that it can change over time as solutions are implemented and new information becomes available. A broad-based working group of local stakeholders representing community organizations and local governmental agencies contributed to the compilation and final production of the document.

Our economy, public health, infrastructure, and the natural systems where our communities are embedded are interdependent. To sustain even one of these critical elements, we must sustain them all. The suggestions in the Climate Profile and the "Local Climate Action Options" report are offered from a framework of sustainability—i.e., solutions that simultaneously maintain environmental integrity and economic vitality.

ENERGY

Increasing the use of, and access to, renewable energy such as solar, wind, and geo-thermal and promoting energy efficiency will provide economic benefits and environmental resiliency, preserving our natural resources in alignment with the General Plan vision of a sustainable community that preserves our environmental, cultural, and historic character. The combination of transportation and building energy consumption accounts for significant greenhouse gas emissions; therefore, our community needs to focus on the built environment: man-made structures, roads, and the infrastructure that supports them.

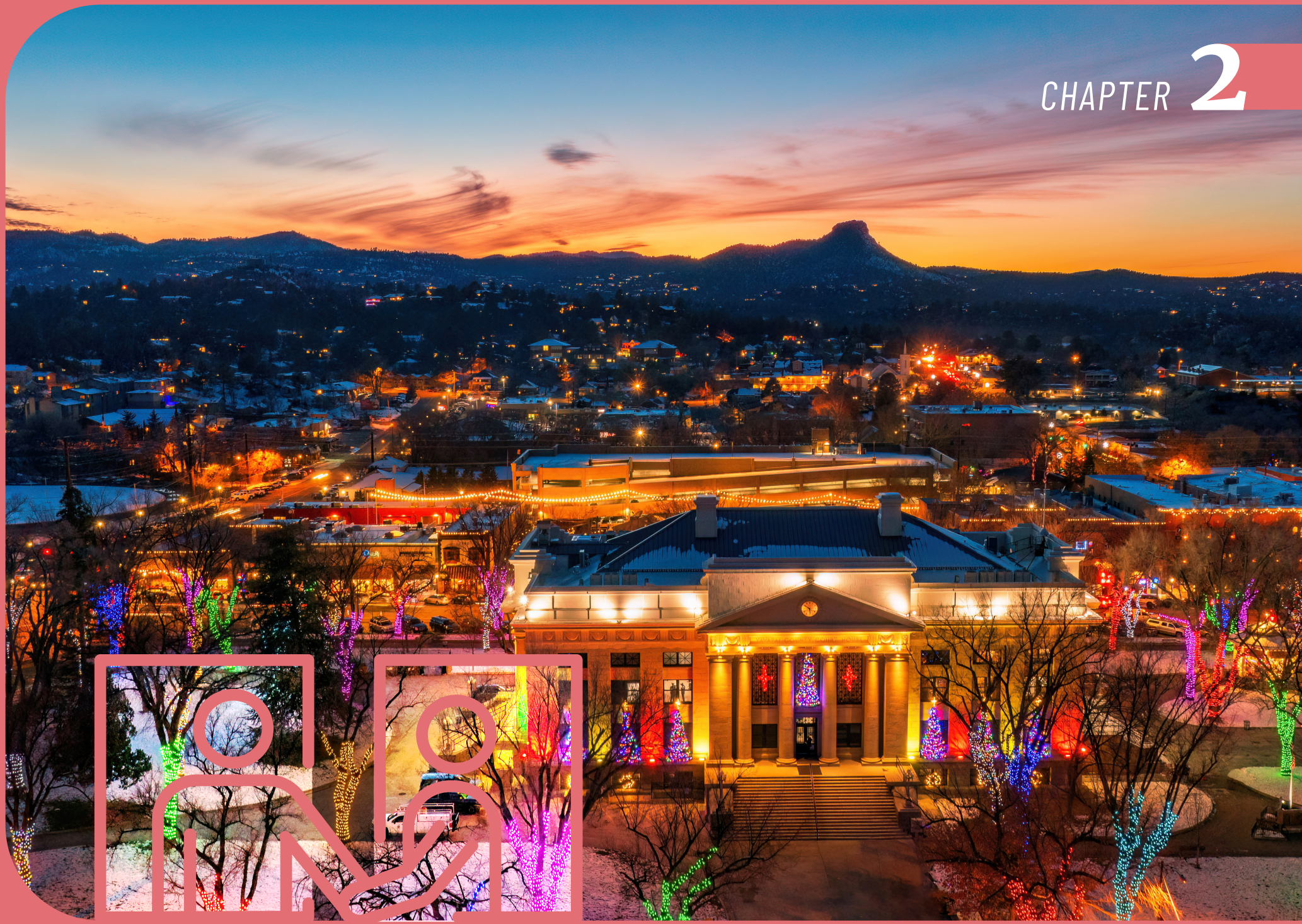
Using tools available for evaluating economic impacts associated with the development, construction, and operation of electric vehicle charging stations, including the necessary data to help communities apply for funding. The economic benefits of installing charge points go beyond tourism. For example, businesses or governments hosting charging stations can earn up to $23,000 annually, depending on location, while increasing foot traffic to local businesses.

ENERGY GOALS AND STRATEGIES

Goal 1: Promote energy efficiency.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by Council for future decisions include investigating cost-effective and energy-efficient systems for City-owned facilities and evaluating energy partnerships and programs for Prescott residents.

CHAPTER 2



A COMMUNITY CONNECTED

A regional approach to growth management, wildlife corridors, open space, recreation, transportation, and land planning is important to the protection of natural resources, water, and effective, sustainable use of the land.

Regional coordination and cooperation can reduce incompatible land uses at jurisdictional and planning boundaries and may also reduce infrastructure demands upon individual jurisdictions by allowing adjacent communities to provide complementary services. Providing complementary services rather than duplicated or competing services is more practical and cost effective. For example, one community may develop a park near a common planning boundary, while the adjacent community creates a hiking trail.

For regional roadway coordination, the Central Yavapai Metropolitan Planning Organization (CYMPO) is the principal forum for local government cooperation. Managing and improving the regional roadway network is important to all jurisdictions in the area. Prescott, as a primary economic driver in the region, must maintain an active role in CYMPO and should promote regional land use planning as an integral part of regional transportation planning.

Keeping our neighborhoods and businesses connected involves several multifaceted elements, including:

- Maintaining appropriate street connectivity
- Ensuring adequate cellular communications coverage throughout the community
- Establishing widely available access to the internet
- Open space, trails, and wildlife corridors, which provide meaningful connections within our natural environment

Street connectivity disperses traffic to reduce congestion and provides vital travel routes in case of emergencies like wildfires. It is important to require new developments to include extensive roadway connections to counter the market pressures to create exclusive, limited access communities. While these communities seemingly offer security in normal times, they can become traps in an emergency. Street connectivity also encourages and facilitates commercial activity by providing easier access to open space and trails from residential neighborhoods to businesses.

It is common belief that close proximity of cellular facilities to residencies negatively impacts property values. Yet, recent studies identified good cellular connectivity provides access to public safety services and facilitates home-based work and entertainment, which positively impacts property values. The Federal Communications Commission has identified cellular communications as vital “backbone” infrastructure for the country. More efforts are needed to balance resident concerns and engage the public in decisions regarding the construction of cellular facilities.

One of the most identified attractions for new and existing residents is our surrounding natural environment. Providing widely available access to open space areas, wildlife corridors, and trail systems creates a sense of shared values in Prescott’s natural character and provides meaningful connections to our natural environment.

Transportation Planning

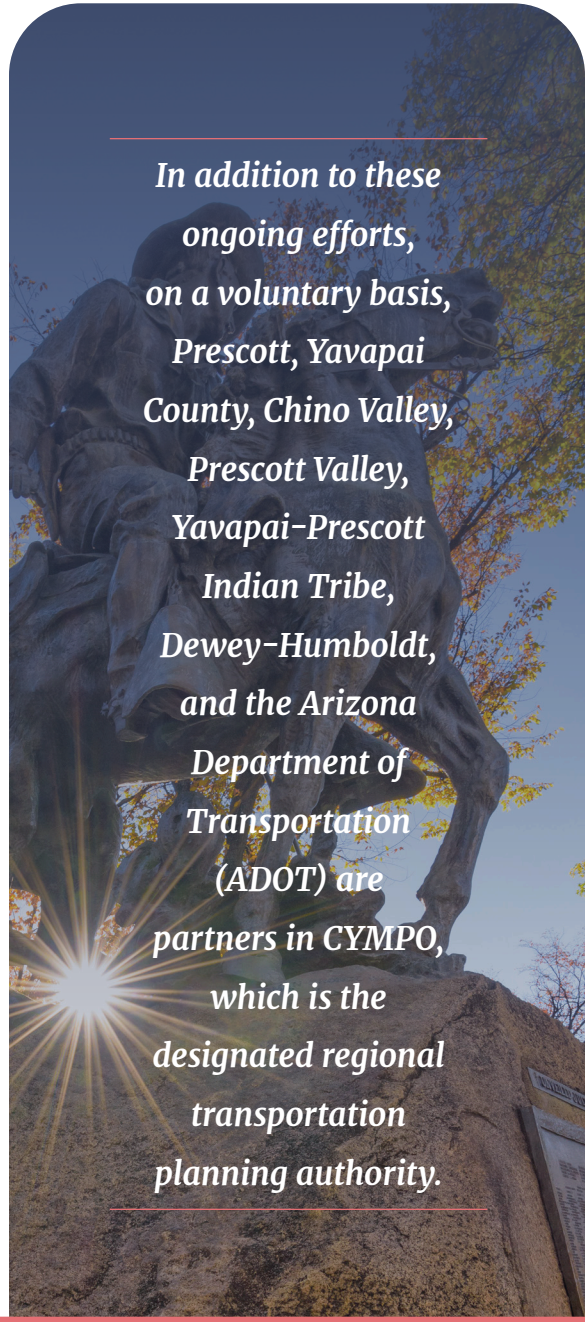
Transportation planning within Prescott is integrated into the City's capital improvement budget and is coordinated with both land use planning and development review. Transportation needs are a required component in Specific Area Plans (SAPs) where Transportation Services and the Police Department examine traffic calming approaches to provide neighborhood safety and emphasize traffic enforcement. Further, the City's Pedestrian Bicycle and Traffic Advisory Committee (PBTAC) is often a first step to review community transportation and safety issues. PBTAC is an active participant in traffic, including pedestrian and bicycle infrastructure, as well as a stakeholder in cooperative efforts with other entities.

Retrofitting existing roadways with improvements is an important part of transportation planning, requiring careful consideration of the potential impacts on neighborhoods and linkages to wildlife corridors. Large future development plans are also reviewed to ensure the roadway network and proposed connections are considered in the Regional Transportation Plan (RTP) and other planning studies. The RTP and other development plans are included in this section.

CENTRAL YAVAPAI METROPOLITAN PLANNING ORGANIZATION (CYMPO)

With the 2000 Census, the combined population of the Prescott/Prescott Valley area reached more than 50,000, a population threshold that triggered the establishment of a metropolitan planning organization to coordinate regional transportation planning and administer federal and state transportation funding.

CYMPO is the designated regional transportation planning authority with Prescott as an active participant. CYMPO's mission is to provide leadership in planning and promoting a comprehensive multimodal transportation system that will provide for regional mobility and connectivity that also encourages a positive investment climate and fosters development sensitive to the environment. CYMPO provides a forum for local elected officials and transportation experts to plan multimodal infrastructure within the CYMPO Planning Boundary and to make use of and prioritize federal funding opportunities to deliver valuable transportation-related projects to the region. Without the formation of an MPO, the region would be ineligible to obtain and use any federal funding within the urbanized boundary.



CYMPO regularly conducts studies and develops comprehensive regional multimodal transportation plans that include and affect the City. In April 2020, CYMPO adopted the 2045 RTP, which contains the most recent traffic analysis and management planning information for the major roads in Prescott and surrounding Central Yavapai County area.

A copy of this plan, as well as additional information regarding transportation planning in the Prescott area, can be found on the CYMPO website at **https://www.cympo. org**. RTPs are updated every 5 years.

The RTP establishes that growth within Prescott and throughout the region will create long-term traffic management challenges. The study, updated approximately every 5 years, is the blueprint for long term regional transportation planning and improvements. Many of the study's regional improvement recommendations over the last 20 years have been achieved, including:

- Widening of SR 89 for 14.5 of the 17 miles between north Chino Valley and Prescott
- Side Road improvements
- Williamson Valley Road widening
- Yavpe Connector
- Fain Road widening
- SR 89 interchanges

The study also recommends alternative transportation components (public transit, carpooling, bikeways, trails, etc.) and forecasts that an investment in these systems could reduce projected traffic counts throughout the CYMPO planning area.

CITY OF PRESCOTT APPROVED MASTER PLANS WITH CONNECTIVITY

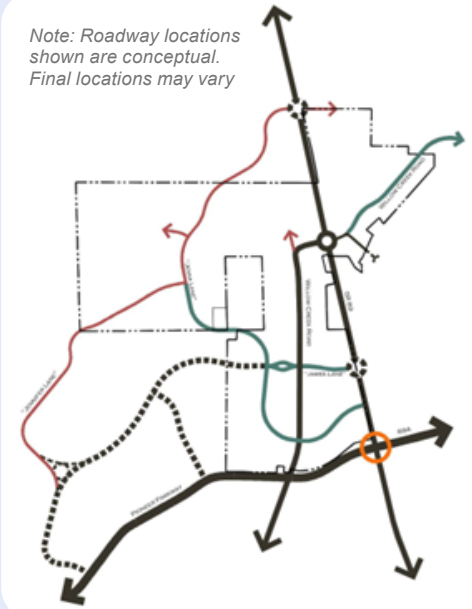
Over the last 10 years, master plan developments were approved within the City that would create new connections once they are completed. Here are examples:

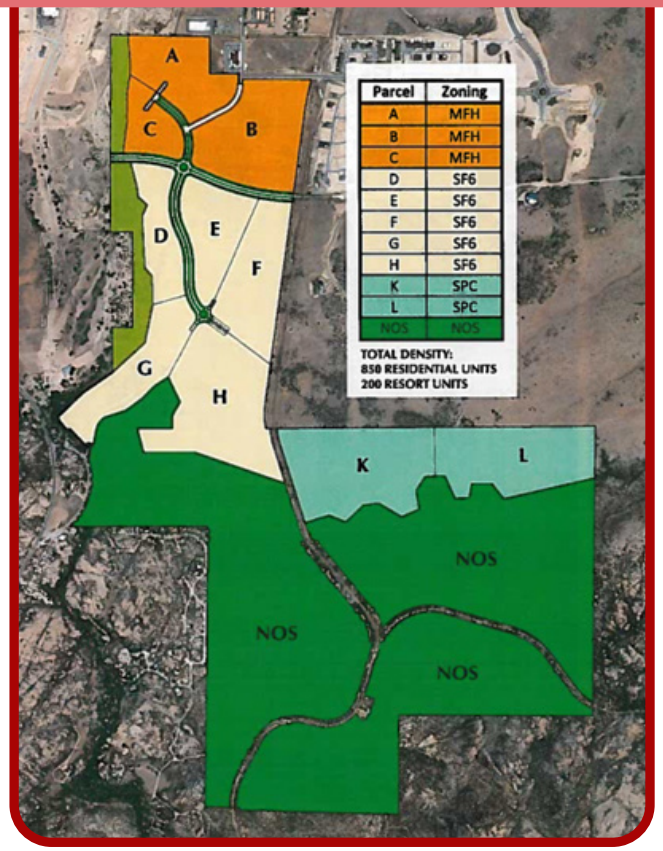
Deep Well Ranch Master Plan

The Deep Well Ranch Master Plan was adopted to create a 1,620-acre Specially Planned Community (SPC) in the vicinity of PRC, north and west of SR 89 and SR 89A in Prescott.

A circulation plan was included and provides the general alignment of several arterial and collector roadways that will connect SR 89 with Pioneer Parkway and Willow Creek Road. These roadways will be constructed by the Deep Well Ranch as development in the area occurs.

In addition to the roadway system, intersection spacing and access has been planned at specific locations in the southeast portion of the Deep Well Master Plan.





AED SOUTH DEVELOPMENT ROADWAY LAYOUT

Arizona Eco Development (AED)

The City approved an agreement with AED to create a Development Agreement (DA). This DA lays out the specific terms and conditions for the annexation and development of residential and commercial properties along SR 89, in areas north and south of SR 89A as well as north and within the Granite Dells. Only the preliminary layout of the roadway system has been provided; however, the DA does include obligations that provide for the extension of Phippen Trail across Granite Creek between SR 89 and Granite Dells Parkway. The other arterial and collector roadways will be constructed by AED as development in the area occurs.

Granite Dells Estates (GDE)

GDE, a developing master planned community comprised of residential dwelling units, general business parcels, open space, and a large unsubdivided tract is located about 1.5 miles south of SR 89A near the Granite Dells Parkway and Dells Ranch Road roundabout in Prescott. Primary access is provided from the north at the interchange of SR 89A at Granite Dells Parkway. Granite Dells Parkway is a planned ultimate six-lane arterial roadway that will extend north into section 33 and southwest across Granite Creek connecting to Phippen Trail and SR 89. Dells Ranch Road is a four-lane arterial planned to connect east to Prescott Valley. This connection will be made once the Jasper Development in Prescott Valley completes its connection north to SR 89A at the future Great Western Corridor.

EXISTING VEHICULAR TRANSPORTATION SYSTEM

The roadway network in and through the city consists of highways and arterials carrying regional traffic, as well as arterial, collector, and local streets carrying traffic. SR 69 is a four-to-six-lane arterial highway and provides regional access to the city. Traffic is controlled through signalized intersections. SR 89A, located to the north of the city, provides access at the SR 89 and Willow Creek Road intersections. SR 89 travels through Prescott and continues north

providing access to communities such as Chino Valley, Williams, and Flagstaff. The local and arterial street system was established as development occurred and is primarily aligned based on existing topography. The designation of a truck route system using the existing system set the expectation for residents related to commercial vehicle travel patterns.

Truck Route System

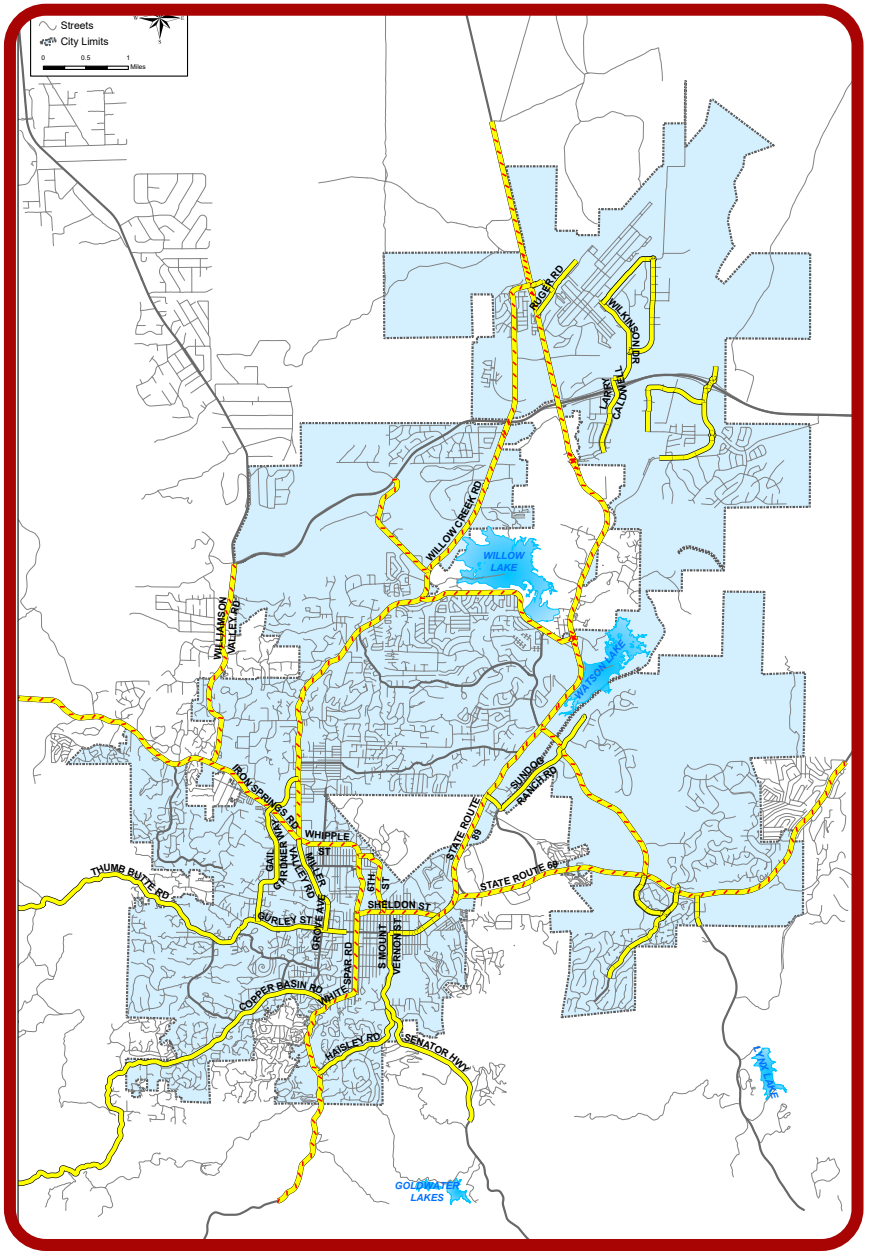
The designation of truck routes is intended to route truck traffic to streets where they would cause the least amount of neighborhood intrusion and where noise and other impacts would not be considered nuisances. Roadways providing access to freeways are the most likely candidates for truck route designation. The designation of truck routes is not intended to prevent trucks from using other roads or streets to make deliveries. The designated truck routes, both through and local, are shown on the map to the right.

TRANSPORTATION SYSTEM IMPROVEMENTS

Streets Infrastructure Improvement Plan (IIP)

To meet the future demands generated by city and regional growth, the City has developed a Streets IIP (https://prescott-az.gov/capital-improvement-projects/capital-improvement-program/) to identify needed capacity improvements on select roadways and intersections. These are funded through development impact fees dedicated for these improvements and placed in the City's Capital Improvement Program during the annual budget process. For more information on these projects, view the IIP linked above.

PRESCOTT TRUCK ROUTE SYSTEM MAP



TRANSPORTATION GOALS AND STRATEGIES

Arterials

Arterials, *in principal, are for longer distance travel between two points, and direct access to property is a subordinate function. In order to maximize a satisfactory operating level of service without requiring additional lanes, traffic management must concentrate on moving traffic quickly through controlled intersections.*

Goal 1: Establish and maintain a system of arterial streets.

Strategy 1.1 Coordinate with ADOT and CYMPO to complete the update of the Central Yavapai County Regional Transportation Study and related future planning.

Strategy 1.2 Develop a City Transportation Plan for adoption and implementation of recommended goals and strategies to improve arterial traffic movement and safety.

Strategy 1.3 Support improvements of arterial streets by maintaining pavement quality.

Strategy 1.4 Balance the needs of pedestrian, bicycle, and future public transit modes when expanding intersections.

Strategy 1.5 Enhance the aesthetics of street corridors, when possible, to match surrounding neighborhoods.

Strategy 1.6 Promote interconnectivity of transportation networks to improve circulation efficiency, disperse traffic, and reduce impacts on individual streets.

Strategy 1.7 Minimize and reduce, where feasible, direct driveway access to arterials for flow and safety.

Collectors

Collectors *generally serve a dual purpose of moving vehicles and individuals from place to place and accessing fronting property. Commercial collector streets facilitate travel between high-traffic generators. Access locations are often controlled or shared.*

Goal 1: Adapt, design, or retrofit residential collector streets to facilitate travel and maintain safe and attractive neighborhood environments.

Strategy 1.1 Balance connectivity goals with quality-of-life considerations.

Strategy 1.2 Minimize direct access to collectors for new residential lots.

Strategy 1.3 Design residential collectors and adjacent sidewalks to facilitate efficient multi-modal circulation within the neighborhood while discouraging through or speeding traffic, especially from arterial to arterial. Consider trails and wildlife corridors in designs.

Strategy 1.4 Design streets to meet the needs of emergency vehicles in a neighborhood-friendly way while allowing safe pedestrian access and safe on-street parking when provided.

Goal 2: Require adequate vehicular and pedestrian access and connectivity within and between residential neighborhoods and adjoining commercial areas

Strategy 2.1 Promote street interconnectivity for all modes of transportation. When possible, locate new connector road alignments to enhance access and connectivity.

Strategy 2.2 Identify minor collector streets.

Locals

Locals *comprise the highest total mileage of city streets and have the primary purpose of providing direct access to adjoining properties. These streets range from short cul-de-sacs to the traditional grid system downtown. Most residential lots will have at least one entrance onto the local street.*

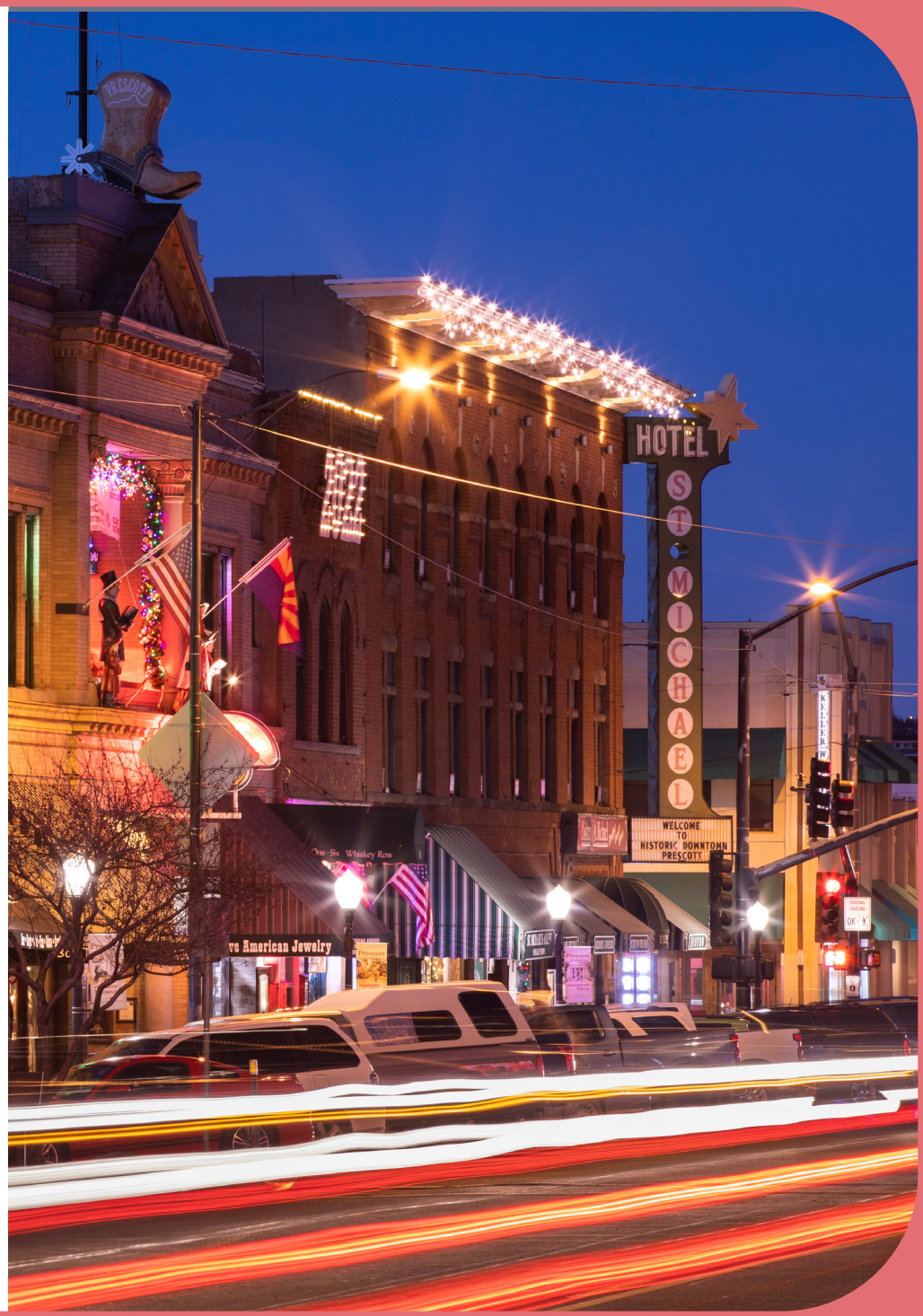
Goal 1: Local street designs should provide access for residential and commercial properties as well as emergency vehicles. Safety should be maintained for wildlife, residents, pedestrians, and bicyclists while enhancing the neighborhood environment.

Strategy 1.1 Develop a Traffic Calming Design Guide to be applied to new residential street construction.

Strategy 1.2 Continue to utilize the adopted policy for traffic calming to retrofit residential streets.

Strategy 1.3 Create and allow the use of a variety of local street cross sections. This will provide flexibility during design and promote diversity of design and neighborhood character.

Strategy 1.4 Encourage the retrofit of existing local streets to enhance safety, consider the character of the neighborhoods, and reduce four-way intersections.



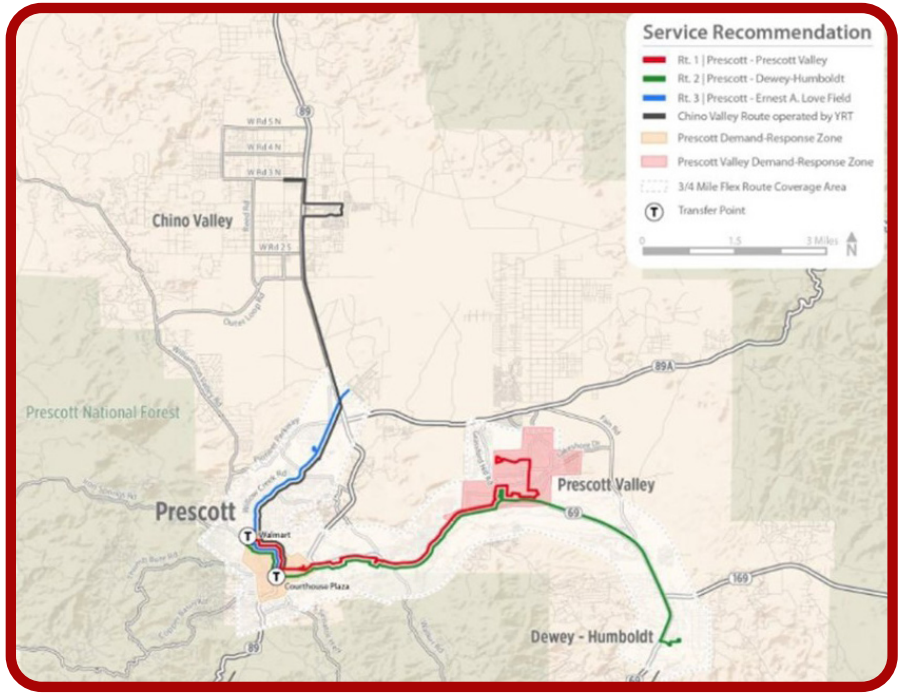
PUBLIC TRANSIT

Effective transit systems rely, in part, on clustered development, where higher densities contribute to a larger population base. There is a focus on creating more opportunities for compact development in this General Plan. The aging population in Prescott, coupled with the increasing trend of developing higher density senior housing, emphasizes the need for transit to serve the population that no longer drives.

The City has actively engaged in various public transit planning efforts over the years, including the 2007 Regional Transit Needs Study, the 2009 Transit Implementation Plan, and the 2017 Yavapai County Regional Mobility Management Implementation Plan. In 2019, the City participated in the development of the Central Yavapai Transit Implementation Plan Update (TrIP Study) as a member of CYMPO. The study recommended the initiation of a public transportation demonstration program for the Central Yavapai region. This program would incorporate on-demand response (microtransit), fixed-route (fixed schedule), and deviated fixed-route (hybrid) transportation modes for a three-year period, as illustrated in the TrIp Study Service Recommendation figure shown to the right.

CYMPO is responsible for developing and implementing a regional transit system. CYMPO's mission is to provide leadership in planning and promoting a comprehensive multimodal transportation system for regional mobility and connectivity, fostering development sensitive to the environment, and encouraging a positive investment climate.

TRIP STUDY SERVICE RECOMMENDATION



CYMPO has conducted studies on the feasibility of a regional public transit system. The Regional Transit Needs Study and the Transit Implementation Plan suggest a combination of basic fixed and flexible route transit services, including a park-and-ride component. The Yavapai Regional Transit Authority, a local nonprofit organization, currently provides limited transit service between Prescott and Chino Valley. If the Yavapai Regional Transit Authority expands its services, it could potentially address a portion of the regional transit needs.

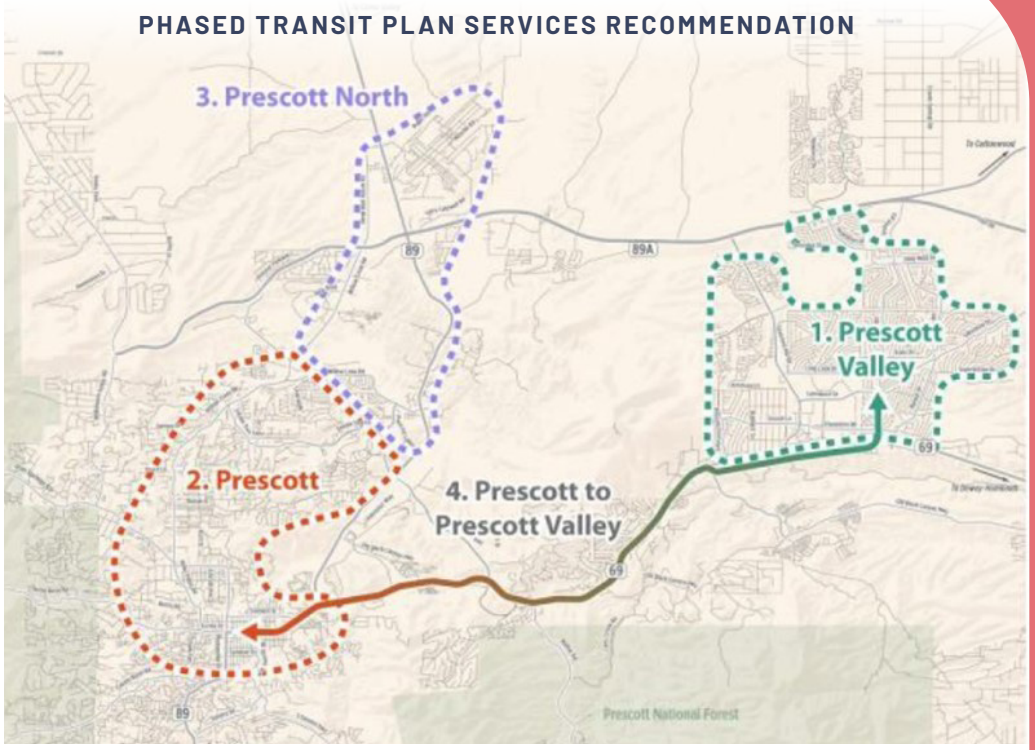
CYMPO is seeking state and federal funding to implement a public transit system. Limited funding from the county for transit in other jurisdictions has been provided. While services may be contracted out to private providers, adherence to state and federal guidelines for publicly funded transit is essential. Exploring additional funding sources for public entities or nonprofit organizations providing transit services is crucial. This is especially true in an uncertain economy where finding a capable provider and securing assured funding are significant challenges.

Shortly after completion of the TrIP Study, CYMPO completed an update in the spring of 2020 using CARES Act federal funding. This was to allow the City or Town of Prescott Valley to lead the Central Yavapai Phased Transit Plan (https://www.cympo.org/studies/). Based on a desire by the Town of Prescott Valley to fill this role, the City did not implement a system at that time. The Phased Transit Plan may be implemented as shown on the Phased Transit Plan Services Recommendation figure on the following page if the City determines the community's desires for this expanded service and funding is available.

Phased Transit Plan Service Recommendation

1. **Implement a Shared-Ride Public Transportation Network in Prescott Valley only via microtransit.**
2. **Implement a Shared-Ride Public Transportation Network in Prescott via microtransit.**
3. **Monitor and manage existing service and/or make small expansions in the region.**
4. **Add a connecting service, potentially a fixed route, for trips between Prescott Valley and Prescott.**

PHASED TRANSIT PLAN SERVICES RECOMMENDATION



TRANSIT GOALS AND STRATEGIES

Goal 1: Explore alternative transportation opportunities and connections.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by City Council for future decisions to include supporting and participating in regional public transportation when financially feasible, as well as considering ancillary facilities such as park-and-ride lots and bus turn-outs.

OPEN SPACE

The City and the immediate surroundings are rich in scenic and recreational assets enjoyed and valued by generations of our citizens and visitors. This section embraces current and future efforts to protect and enhance open space; conserve the natural beauty of our terrain and vegetation; and provide wildlife corridors for the benefit of both people and wildlife. Past favorable economic circumstances allowed a significant focus upon direct purchase land acquisitions. This was combined with donated parcels and easements, all of which are worthy of perpetual protection. Some of these conservation efforts date to the 1980s and were then known as natural parkland conservation. As past, present, and future lands come into City oversight, they provide opportunities to expand recreational destinations to complement the City's lakes, greenways, diverse park system, extensive recreational trails, and a nature center.

Goal 1: Use tools, as described below, to maximize the benefits nature affords us.

Strategy 1.1 Utilize long term leases, easements, licensing agreements, developer agreements, private donations, land exchanges, intergovernmental cooperation, and public/private partnerships in securing targeted land use, in addition to the purchase of property by the City.

Strategy 1.2 Integrate existing and desired recreational assets into a network physically connected and functionally related, rather than simply adding stand-alone parcels to our inventory.

Strategy 1.3 Identify and prioritize open space efforts based upon the prehistoric, historic, ecological, cultural, recreational, scenic, and economic values to be derived and balance with other community needs.

Strategy 1.4 Plan, manage, and expand the recreational assets of our community to attract visitors, boost our economy, and improve the quality of life for our residents. This will be a cooperative and partnering endeavor between the City, non-profit organizations, and other government entities.

The vast majority of undeveloped land, whether publicly or privately owned, is not officially designated as open space. These areas may be developed in the future. To conserve open space, Prescott encourages property owners, if they wish, to rezone these areas to a Natural Open Space district, which restricts uses and encourages landowners to maintain their land in a natural state. Other means of conserving open space exist through easements, deed restrictions, and development agreements, which are recorded legal documents used to manage the use of a property. Several parks, lakes, trails, and facilities have legal restrictions to conserve open space.

PUBLIC AND PRIVATE OPEN SPACE

The term Open Space is used in many forms and has different meanings in common usage. Typically, open space is used to describe undeveloped land with distinctions between public and private open space. From a regulatory point of view, cities are composed of only two types of property—public and private. This critical distinction between public and private property has been the basis of urban design since land ownership emerged. In early cities, public streets gave access to private property. For a list and maps of open space parcels refer to the City of Prescott website: https://prescott-az.gov/rec-services/recreation-areas-prescott/.

Public Open Space

City-owned public lands include lakes, streams, undeveloped natural areas, parks, trails, and greenways. Examples include Acker Park, portions of the Granite Dells, Downtown Prescott Greenway Trail, and the new Regional Park and Preserve purchase success. These areas typically protect important viewsheds, natural resources, and provide passive recreational opportunities for trails and other uses. Federally owned public open space is provided by the adjacent Prescott National Forest and the joint City-County leasing of Pioneer Park from the U.S. Department of the Interior - Bureau of Land Management.

A more specific type of public open space is known as a preserve. These are lands set aside and protected from development by purchase, covenants, City charter clauses, and/or state or federal laws. Some existing preserves include the hill, and areas east of Thumb Butte, Boyle-DeBusk Open Space Preserve, White Spar Creekside Park, Watson Woods Riparian Preserve, new Regional Park and Preserve, and portions of Watson Lake and Willow Lake.

Private Open Space

Some of the most scenic and unique areas within Prescott are privately owned. Many landowners recognize the natural qualities of their lands and take voluntary steps to protect and conserve open space through rezoning, conservation easements, donation, or sale of development rights. Areas set aside as privately-owned protected open space may or may not be accessible to the public depending on the specific arrangements. The City strives to provide public access to privately held open space areas by entering into joint-use agreements with private property owners.

As privately-owned lands are developed, open space areas may be protected through the Planned Area Development (PAD) process, whereby a minimum of 25% of the PAD area is set aside as protected open space. Typically, PAD open space areas are steep slopes, ridgelines, drainages, or parks. Previous City codes allowed golf courses as open space; however, the current code states new golf courses may not be considered open space.

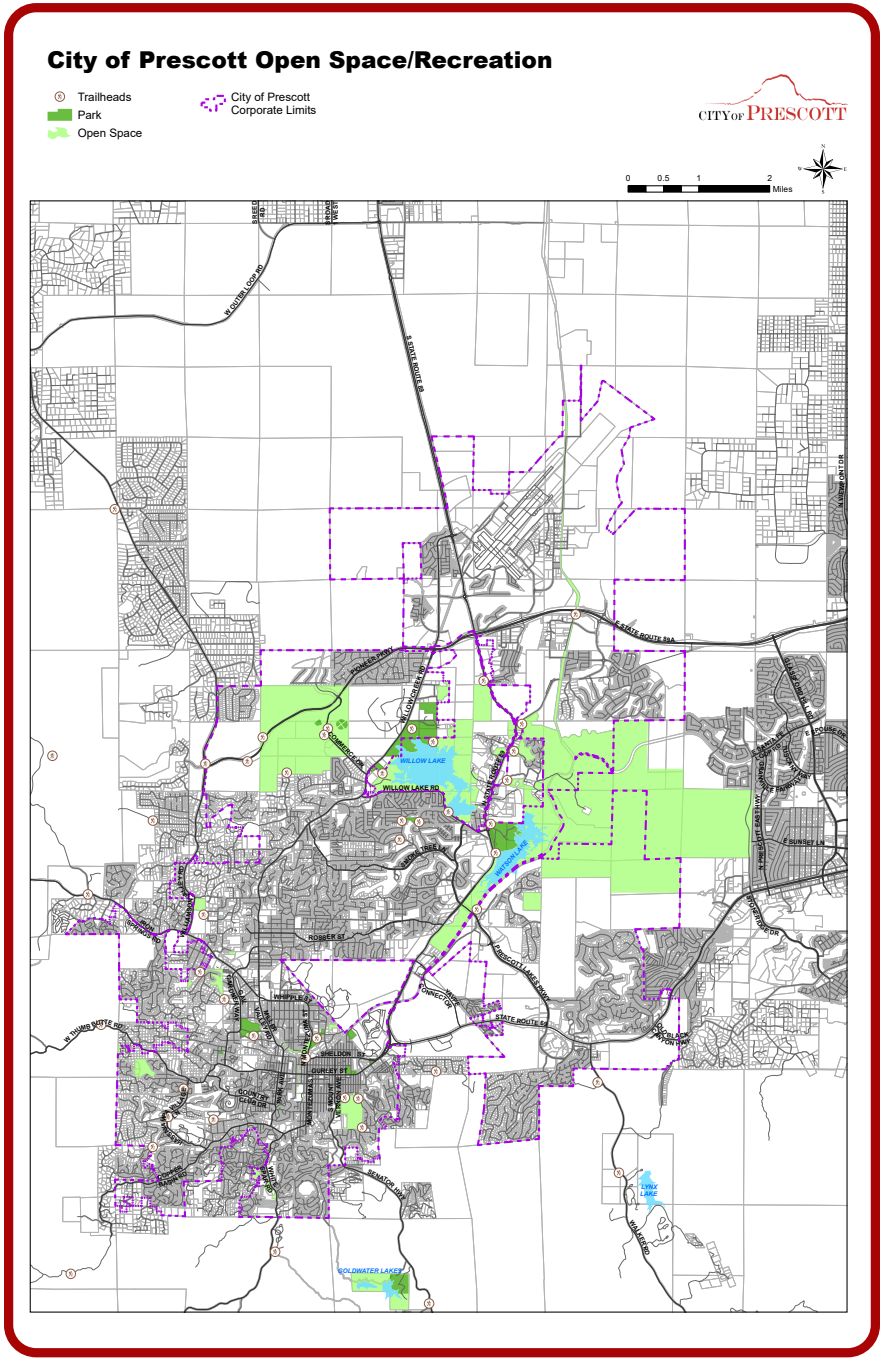
State Trust Lands are held in trust for 13 designated beneficiaries. The land, managed by the Arizona State Land Department (ASLD), is the asset that funds the Trust. State Trust Land that is suitable for development may ultimately be sold for development and leased for grazing, agricultural and/or mineral uses as an interim revenue-generation and land management tool. While State Trust Land may be used for recreation via a Recreation Permit, it should not be considered a permanent open space asset unless acquired or leased for that purpose. Currently, these lands are temporary and unprotected viewsheds unless steps are taken toward conservation. Several state referendums have been introduced in recent years, without success, to allow state lands to be more easily preserved as open space. Citizen efforts to address open space concerns statewide affect Prescott due to the many acres of nearby Arizona State Trust Lands.

OPEN SPACE POLICY

The Recreation Services Department is currently focused on the following geographical areas: 55-mile Prescott Circle Trail, Prescott Greenways, Prescott Peavine Trail to Chino Valley, Willow Lake to Watson Lake via Granite Dells, multiple trails to Glassford Hill with connectivity to Prescott Valley through the new Regional Park and Preserve, recreation pathways City-wide, and the completion of larger interconnected trail networks in order to benefit the Mile-High Trail system. The acquisition, dedication, and stewardship of open space as a community amenity is also an economic development asset which supports the tourism industry.

The proportion of land dedicated to protect open space within the community had increased, reflecting a major shift in attitude regarding the importance of open space, essentially beginning with public and private actions regarding trails in the 1990s. As pristine areas with trails and access to the national forest began to develop, the public requested that access points remain untouched. This was accomplished through agreements made between the City, developers, and National Forest officials. Protecting significant geological prehistoric features, natural areas, and viewsheds resulted in a number of private/public partnerships.

Open space is acquired based on biologic, geologic, recreation, cultural, prehistoric, historic, scenic, and riparian characteristics of the land, as well as, tourism and economic assets for the future. Open space includes areas of scenic beauty, recreation, preserves for riparian areas, wildlife, vegetation, and cultural resources. The character and function of open space differs on a case-by-case basis depending on the individual property and the purpose of the acquisition.



Annexations should have an open space component to provide wildlife and trail connectivity and meet standards for open space as provided for in the Prescott Land Development Code. New open space assets are identified during the annexation process, and stewardship plans are adopted by the City Council. In adjoining areas, open space may be maintained through intergovernmental agreements.

OPEN SPACE POLICY GOALS AND STRATEGIES

Goal 1: Preserve appropriate open space in and around the city.

Strategy 1.1 Develop a plan and/or policy for open space preservation, acquisition, use, and maintenance.

Strategy 1.2 Connect open space areas to provide continual wildlife and trail connectivity, including the identification, enhancement, and development of wildlife corridors and crossings.

Strategy 1.3 Seek collaborative ventures among private, public, and non-profit sectors for expanding, improving, maintaining, funding, and providing stewardship for open space.

Strategy 1.4 Consider the creation of an Open Space Advisory Commission.

WILDLIFE CORRIDORS

The conservation of wildlife habitats and wildlife corridors will benefit indigenous wildlife and migratory species impacted by human growth and development. There is a particular need in the Prescott area for wildlife corridors to interconnect pronghorn antelope herds and other wildlife. Augmentation of wildlife habitats and wildlife corridors through acquisition and conservation of open space during the subdivision platting process is an important step.

Fragmentation of animal habitats disturbs ecosystems. This affects wildlife distribution, breeding success, predator/prey dynamics, foraging success, and seed dispersal. Development can result in environmental degradation from structures, roadways, and utility corridors, which cause increased pollution stressors to wildlife (air, water, noise, and light). Roads, freeways, transit systems, and infrastructure put in place to connect people, reduce connectivity for wildlife, and increase wildlife roadway mortality. Development competes with wildlife for natural resources such as water, and changes local habitat suitability by influencing noise, light, air, and temperature regimes. Habitat fragmentation leads to changes in species diversity and can lead to local, regional, or species-level extinction of native flora and fauna.

It is important to retain wildlife habitat connectivity as Prescott grows to the north in the form of protected wildlife corridors. Wildlife corridors of natural landscape also provide other ecosystem services such as urban cooling, water capture and recharge, and scenic nature viewing for residents and visitors.

CHALLENGES

Growth of new subdivisions and other developments alter wildlife habitats. An evaluation of flora and fauna within development areas is a benefit when planning appropriate corridors to provide safe migration routes. These areas should connect with other open spaces such as parks and trails and be designed so that they may be used by migrating wildlife as part of an interconnected cluster of corridors.

WILDLIFE CORRIDORS GOALS AND IMPLEMENTATION STRATEGIES

Goal 1: Improve protection of species through the interconnectivity of open spaces and wildlife corridors.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by City Council for future decisions include collaborating with CYMPO on a regional study of wildlife corridors and working with federal, state, and local jurisdictions to improve wildlife crossings, restore floodplains that enhance wildlife habitat, and enhance regional connectivity of open space and wildlife corridors.

DIGITAL CONNECTIVITY

Digital connectivity plays a vital role in education, healthcare, business, civic engagement, safety, and everyday life. In 2023, the Arizona Commerce Authority conducted a year-long study to create Arizona's Digital Equity Plan. This plan attempts to act as a roadmap to address issues that face each region, making sure every individual and community is represented. To ensure universal broadband is available across Arizona, the state is committed to ensuring availability through infrastructure investments, supporting affordable broadband plans for all Arizona families, and providing inclusive digital skills training.

With Arizona's population widely distributed across rural, remote, urban, and tribal regions, our sprawling deserts and mountainous terrain create opportunities and obstacles to creating universal digital access. Key themes from the study are:

- Affordability
- Importance of knowledge and digital literacy
- Localization of services and community engagement

Residents in Yavapai County had the highest response rate and demonstrated an interest in bringing reliable connectivity to the County. The top concern is the lack of competition in internet services. Without competition between service providers, high costs remain the main issue related to digital access and reliability of internet connections.

During the Covid-19 pandemic, the community discovered an increased need for internet access to learn and work remotely. It became clear, our digital infrastructure was lacking in many of the areas of Yavapai County. This resulted in no service or frequent disruptions or slow speeds for many people. Others tried using Wi-Fi devices that use cellular data or booster antennas, but that proved to be insufficient and unreliable due to lack of data capacity. Dead zones for Wi-Fi and cell data exists in many parts of the region. Mountainous terrain requires more towers for connectivity.

Innovations in information technology and marketing over previous decades have profoundly changed commerce and business models worldwide. Technology offers new opportunities to foster home-based businesses and remote work. The global pandemic accelerated this trend and revealed weaknesses in broadband infrastructure. Subsequent federal and state dollars have flowed to increase broadband connectivity, especially in remote rural areas. Prescott's broadband infrastructure has not benefited, even as large amounts are spent elsewhere. Encouraging more robust, competitive high-speed/high-bandwidth internet access in Prescott will allow the City to market to technology companies while promoting the advantages of a small town, exceptional climate, and award-winning historic and natural assets.

DIGITAL CONNECTIVITY GOALS

Goal 1: Proactively plan for new technology and alternative connectivity solutions such as cellular networks and/or satellite internet.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by City Council for future decisions could include encouraging public and private participation in proactively establishing locations for new towers before nearby development happens, streamlining approval processes, investigating cell tower alternatives, and/or developing an emergency communication plan.

CHAPTER 3

Land Use and Growth Areas

Prescott's land use base comprises the typical residential, commercial, and industrial land use types. Prescott has a traditional downtown of mixed uses, mostly of retail commercial businesses. Other important components include 13 local and 13 National Register historic districts, creeks, trails, lakes, and an airport. Prescott's Land Development Code (LDC) encourages mixed-use areas, which combine commercial and residential uses. There are also transitional areas within the City where the land use character is changing due to new development or redevelopment of existing buildings being adapted for different uses.

Diversity of neighborhoods is one of the many features that make Prescott a great place. Prescott's earlier neighborhoods are rich with different architectural styles, historic landscaping, and structures significant to Prescott's heritage. These attributes defin neighborhood character. Preservation with sensitivity to private property rights is important in maintaining the historic character of these resources. The first subdivisions were designed with traditional small lots in a grid pattern. These are the characteristics which also define walkable and sustainable neighborhood design.

Infill construction and renovation in existing structures can provide medium density residential opportunities close to work and services in the downtown area. Later subdivisions on the fringes of the city core were also platted with small lots. In some areas, opportunities for moderately affordable housing exist in these neighborhoods and should be protected to help meet the housing needs of a balanced community.

Some transitions are from single-family residential to multi-family, while other transitions are from residential uses to commercial uses. Although much less common, it is also possible for commercial use areas to transition to residential uses.

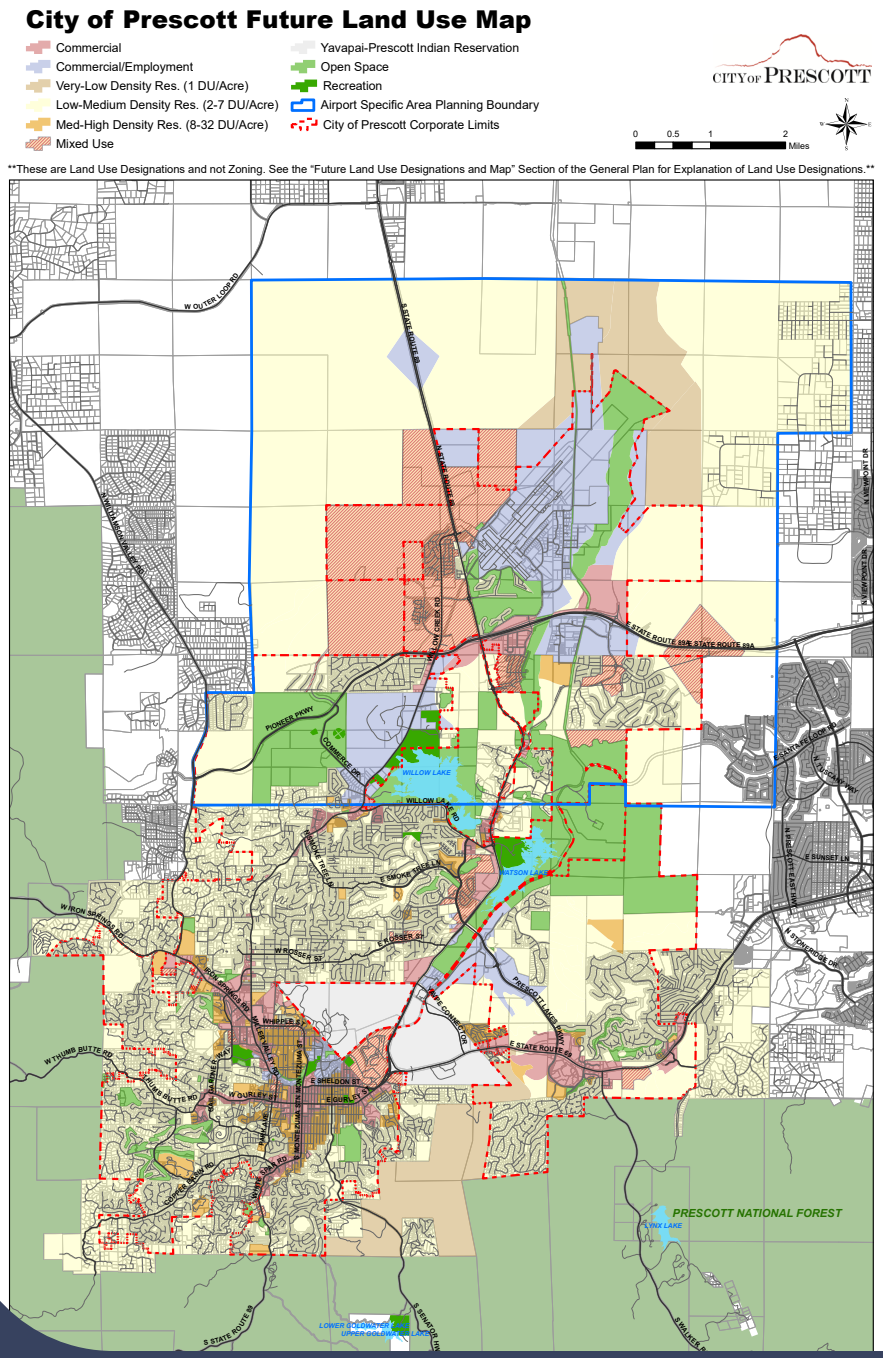
As the community grows, land uses in some areas evolve, come under development or redevelopment pressures, and are subject to water supplies and availability. These transitioning areas are often the locations where significant land-use conflicts can occur. Internal pressures on land uses usually come in the form of new development in or near established neighborhoods.

Involving residents in decision-making processes is important to ensure all interests are considered and a broad consensus can be sought.

AGGREGATES

The City is required (per SB 1598 modifying ARS 9-461.05) to include information in the General Plan regarding sources of currently identified aggregates, policies to preserve aggregates sufficient for future development, and policies to avoid incompatible land uses. "Aggregate" refers to cinder, crushed rock or stone, decomposed granite, gravel, pumice, pumicite, and sand.

Currently, a single source of aggregate exists within the city limits. Sand and gravel are mined from Granite Creek on the east side of the airport north of SR 89A, for use in the manufacturing of concrete. The Land Development Code allows mining of



aggregates in industrially zoned areas with an approved Special-Use Permit. Several conditions of approval must be met to protect adjacent land uses and remediate the site; however, federal and state laws allow mining of aggregates without local approvals.

Planning Hierarchy

Prescott's planning occurs in a hierarchy of planning layers, each with associated key planning documents controlling each level. The top layer is this General Plan. The General Plan represents a high-level look at the current and anticipated condition of the City over a 10-year time span. For land use purposes, this plan should provide guidance to decision makers when budgeting for infrastructure, considering development project applications, contemplating potential annexations, and acting on rezoning requests.

Prescott also uses SAPs when closer focus is warranted for certain, more limited geographic areas experiencing change via growth, demographics, or external pressures such as development in adjacent jurisdictions. There are three SAPS, each created for different purposes.

1. The **Prescott East Area Plan** was the direct result of the annexation and development of the area that comprises Yavapai Hills, The Ranch, and the concentration of commercial development including the nearby commercial area along SR 69.
2. Later, the **Willow Lake South Area Plan** was adopted because of the development of Prescott Lakes and nearby properties.
3. The third and largest in area is the **Airport SAP** that was developed to influence land development around and near PRC. These plans need to be revisited to see if they are still needed or need to be updated.

The next layer of planning is at the neighborhood level. These plans are typically driven by redevelopment pressures or pressures from development near the neighborhood. Unlike the General and Area plans, neighborhood plans are much more focused on cultural and community cohesiveness and less about future land-use planning.

Future Land Use Designations and Map

EXPLANATION OF LAND USE DESIGNATIONS

To assist in guiding growth and development consistent with the community's vision, it is important to understand the intent of the different land use districts designated on the Land Use Map (LUM). The following definitions relate to the designations on the LUM and should be used when interpreting the map uses. The residential land uses are characterized as a range of dwelling units per acre (DU/AC).

Please note where SAPs exist and where their land use designations differ or conflict with the land uses indicated on the LUM, the SAPs shall be deemed the more specific and shall control planning decisions. However, in no case shall the designated residential density be less than 1 DU/Acre, per A.R.S. 9-461.06.

RECREATION

Recreation areas are designed to accommodate a wide variety of outdoor recreational improvements and related facilities used for active, outdoor recreation.

OPEN SPACE

Open space areas are passive recreational land that conserve natural and scenic community resources and bars land uses that would obstruct those resources or jeopardize unique features of the land, such as protected plants, wildlife, and archaeology. Open space is land with conservation values that qualify it to be preserved permanently from development. In contrast to intensive recreation facilities (e.g., parks, ball fields), open space implies land that is preserved in a natural, or near-natural, condition where activity is passive and on trails (e.g., hiking, birding, running, bicycling and horseback riding). Supporting recreational facilities in open space areas are typically limited to trails, picnic areas, interpretive facilities, restrooms, and parking lots.

MIXED-USE

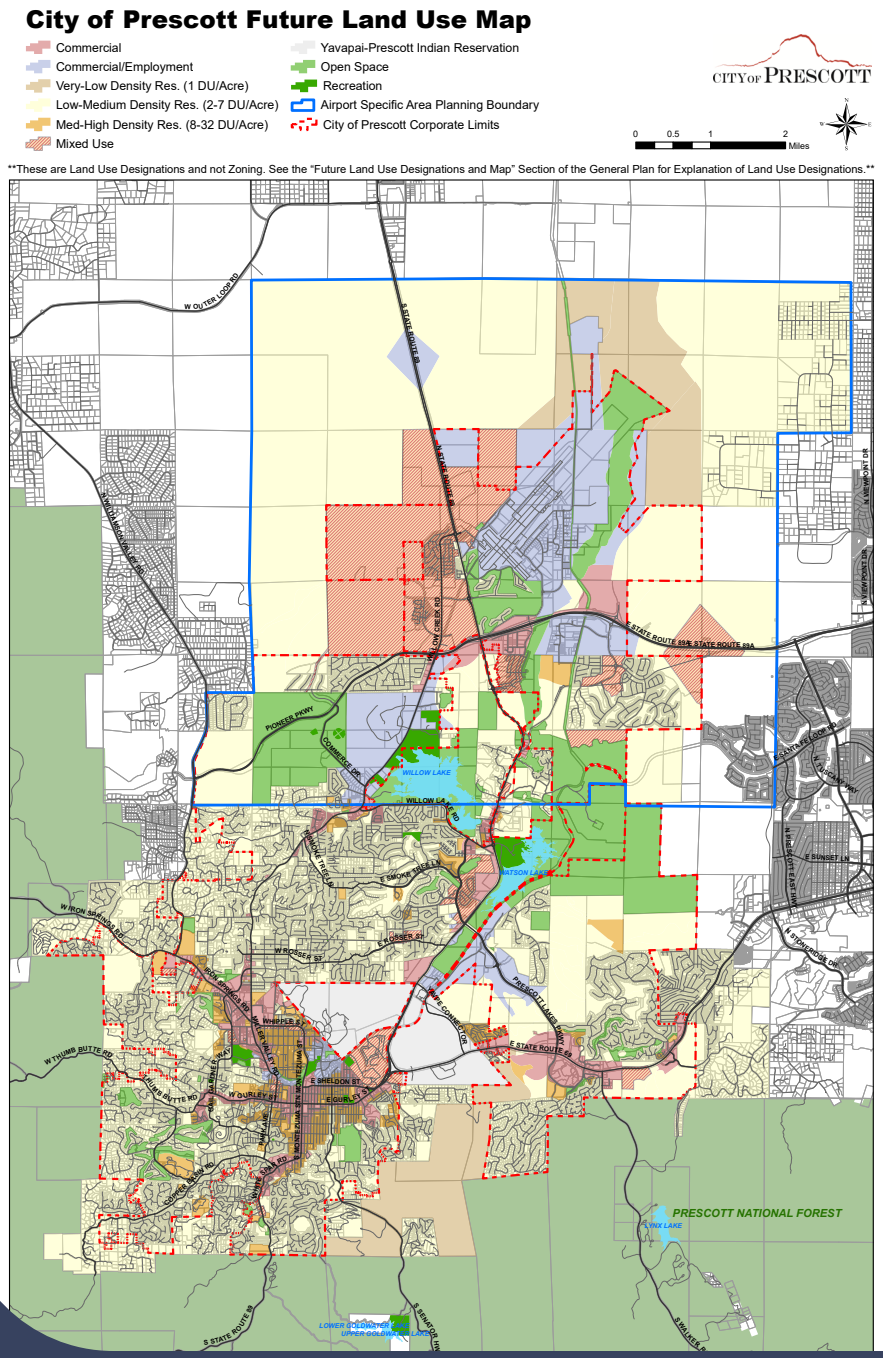
Mixed-use areas are generally located at an existing or anticipated circulation nexus and/or placed between higher intensity uses and adjoining residential land uses. The Mixed-use designation is intended to be compatible with the surrounding area while providing a mix of commercial, employment, public, and residential uses. It is anticipated that these areas will support neighborhood-oriented commercial uses and may include master-planned and developed mixed communities intended to replicate the traditional downtown mixture of commercial and residential uses of all density categories. Residential uses are permitted, but subject to density and buffering standards set out by the overlying zoning districts.

COMMERCIAL

The commercial designation denotes typical community or regional commercial uses. Intended uses include office, retail, service, civic, lodging, health-related, and other similar uses as permitted by the appropriate zoning designations. Residential uses of all density categories are permitted, but subject to density and buffering standards set out by the overlying zoning districts.

COMMERCIAL/EMPLOYMENT

The commercial/employment designation refers to areas where professional offices, tourism, recreation, service uses, warehousing, and industrial uses are generally appropriate. This use requires appropriate buffering considerations from adjoining residential areas. The specific allowable uses are determined based upon the zoning of each particular site and will consider adjacent land uses, traffic impacts, and the intensity of any proposed development. Residential uses are not anticipated in this designation.



VERY LOW-DENSITY RESIDENTIAL (1 DU/AC)

The Very Low-Density Residential category is intended for large-lot single-family housing in a rural setting. Development in these areas will consist mainly of detached single-family homes on 1-acre lots or larger. The basic character of development is rural, with most natural features of the land retained. Typically, keeping horses or other livestock is permitted, possibly in association with preexisting and ongoing farming or ranching. Public service demands are not as great as in higher density, more urban development. No commercial or industrial development is anticipated.

LOW-MEDIUM DENSITY RESIDENTIAL (2-7 DU/AC)

The Low-Medium Density Residential category is intended for predominantly single-family detached residential development. Residential densities of up to seven dwelling units per acre are typical of this category. In general, these areas are quiet, residential single-family neighborhoods, but in some areas a mix of single-family, duplexes, and townhouses would also be appropriate. This designation may also include supporting land uses such as neighborhood shops and services, parks and recreation areas, religious institutions, and schools. A full range of urban services and infrastructure is required. The Low-Medium Density Residential category would also allow residential development as described for the Very Low-Density Residential category.

MEDIUM-HIGH DENSITY RESIDENTIAL (8-32 DU/AC)

The Medium-High Density Residential category may include duplexes, manufactured and modular homes, apartments, townhomes, and other forms of attached or detached housing on smaller lots. The density range for this category is 8-32 dwelling units per acre. This category may also include supporting land uses such as neighborhood shops and services, parks and recreation areas, religious institutions, and schools. A full range of urban services and infrastructure is required. The Medium-High Density Residential category would also allow residential development as described for the Low-Medium Density and Very Low-Density Residential categories.

Goal 1: Promote preservation, rehabilitation, and adaptive re-use of historic buildings, landscapes, and neighborhoods.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by City Council for future decisions could include assisting property owners, public and private, in the use of national, state, and local regulatory mechanisms for the protection of property values and for benefits available to owners of historic properties.

Goal 2: Involve residents and property owners in the planning process and policy development for their area.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by City Council for future decisions could include reviewing and updating existing Neighborhood Plans to get resident input on unique circumstances or challenges within developed neighborhoods, such as traffic safety or zoning incompatibility.

Goal 3: Analyze transition and special study areas for their potential to help meet community challenges such as economic development, workforce housing needs, historic preservation and open-space conservation, and traffic connectivity.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by City Council for future decisions could include developing incentives and modifying development standards to better direct appropriate land uses in transition and special study areas while protecting nearby residential uses and/or incentivize infill development and redevelopment at densities compatible with the surrounding neighborhood zoning, character, and infrastructure.

Goal 4: Support flexibility in setbacks, parking requirements, site coverage, and height in return for compatible development design which maintains the character of transitioning areas and advances implementation of neighborhood and land-use plans for the area. Parking requirement flexibility should be accompanied by thorough evaluations and analysis of the conditions and needs of the surrounding neighborhood.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by Council for future decisions could include initiating rezoning, where appropriate, to support the character, goals, and uses identified in SAPs or neighborhood plans adopted for transition areas; initiating new neighborhood plans and/or special purpose plans with the involvement of residents and property owners; and/or defining areas where zoning overlay districts, including Historic Preservation Districts, or other tools for specific neighborhood protection as appropriate.

Goal 5: Promote the development, preservation, and maintenance of landscaped trails and open spaces within neighborhoods, as well as to commercial and service locations, to assure pedestrian circulation and access to existing open spaces.

Historic Preservation

PREHISTORY

Indigenous people preceded the establishment of Prescott by thousands of years. Though the Paleoindian and Archaic periods are sparsely documented, we do have evidence of peoples occupying the area in the Middle Archaic Period (5000-1500 BC) and several sites and evidence of people occupying the area in the Late Archaic Period (1500 BC-700 or 800 AD).

Many of these sites are in modern day Chino Valley and along the slopes of the Black Hills. Evidence indicates that indigenous people during this time were highly nomadic and depended on hunting and seasonal gathering.

The Post-Archaic Period was a formative period (200-600 AD) in which indigenous people transitioned from mobile hunter-gatherers to more permanent farming populations. The Prescott Culture resided in the area from 600-1600 AD and were located on the periphery of the Sinagua, Hohokam, and Chonina culture areas. They favored hilltop enclosures and sites and participated in limited agriculture supplemented by hunting and gathering.

Spanish explorer Antonio de Espejo passed through the area in the late 1500s in search of gold and silver, and this was when the first interactions with the Yavepe were documented. The Yavepe people, now known today as Yavapai, were mainly hunter-gatherers, moving seasonally in a large swath of area east of the Colorado River and south of Flagstaff. These are now the Quad-City and Verde Valley areas. Today, the Yavapai Prescott Indian Reservation spans 1,395 acres near the Ft. Whipple Military Reserve and has a population of 309 according to the U.S. Census Bureau 2017-2021 American Community Survey.

HISTORY

The founding of Prescott in 1864 as the first territorial capital of Arizona was a significant historic event. Under President Lincoln's command, eight territorial officers were sent to the West in the Fall of 1863, including John Goodwin, who was later established as the Arizona Territorial Governor. The officers soon landed in uncharted Central Arizona. Gold had recently been discovered in the area, 6 miles southwest of present-day Prescott, which put the area on the map for settlers seeking fortune. With favorable reports of the mines pouring in throughout the remainder of 1863 and early 1864 and the military presence of Ft. Whipple, Prescott was chosen as the city's official name and was established as capital on October 4, 1864. A fire destroyed much of downtown Prescott in 1900, and an exhaustive rebuilding campaign was initiated immediately thereafter. Most of Prescott's existing, significant historic buildings date from the post-fire construction period.

TODAY

Prescott's focal point, the Courthouse Plaza and surrounding downtown area, discussed in the Economic Competitiveness and Prosperity section, is not only the historic and economic center but, also the artistic and cultural center of the city. Interest in cultural activities has expanded in the past couple decades, as seen in the increasing numbers of tourists, resident artists, events, and participants. The Downtown is anchored by three outstanding historic, cultural venues: The Elks Opera House, Sharlot Hall Museum, the Museum of Indigenous People, and The Prescott Center for the Arts. The Western Heritage Center, a non-profit showcasing prehistoric and historic artifacts from a variety of local organizations, was established in 2017 in the heart of Whiskey Row along Goodwin Street.

To this day, over 800 National Register properties reside within the City's limits. To help protect these properties, Prescott has established 13 local districts and 13 National Historic Register Districts, which are governed by a comprehensive set of preservation guidelines. These guidelines are titled the Prescott Historic Preservation Master Plan. Preservation is critical to the character and economic

vitality, protection of property values, and overall the community benefit of Prescott. Therefore, enforcement and continued development of the Historic Preservation Master Plan should be a priority for the City. Deference should be given to the Master Plan for guidance on making decisions regarding Prescott's cultural and historical assets.

Prescott's first and current Historic Preservation Master Plan was drafted and adopted in 1998. An update is currently underway. In addition to creating chapters for four more recently added districts (Historic Homes at Hassayampa, Mile High, North Prescott, and Southeast Prescott), a chapter on managing archaeological resources will also be created. The Preservation Master Plan prescribes each District specific guidelines to give property owners; contractors; designers; and City Commissioners, Council, and Staff clear direction to evaluate and protect historic resources. The Preservation Master Plan also provides recommendations for future documentation of historic resources and for the creation of additional preservation overlay districts. This should always be an objective, as the City's historic resources are continually evolving.

Historic and prehistoric preservation are organizing forces in Prescott's land use principles and are key components of the community's economic engine. The historic town square, surrounding historic neighborhoods, and prehistoric sites prepared and/or interpreted for public education are a focus of the region's tourist economy. The tourist economy is an important source of income for all of Northern Arizona.

Preservation can also play an important role in putting housing within greater reach of all residents. By rehabilitating and renovating existing structures on smaller lots, the older, designated parts of the city return to the more pedestrian friendly system of the past, making use of existing infrastructure and landscaping. Adaptive reuse, which involves repurposing historic buildings for a different use while preserving their architectural and cultural heritage, is also highly encouraged. The City should seek to educate the community on adaptive reuse projects and develop strategies to incentivize them, particularly in Historic Districts.

Prescott should place increased emphasis upon educating historic property owners as to what financial incentives are available to them in the form of multiple state and federal tax reduction and credit programs. The State Historic Preservation Office (SHPO) (**https://azstateparks.com/shpo/**) is the guiding hand for these programs, so the relationship between the City and State should also continue to be strengthened to ensure information flows properly and frequently. Service to commit to work collaboratively to fulfill the goal of preserving, protecting, and increasing awareness of heritage resources. Certified Local Governments (CLGs) also maintain local preservation ordinances, a Preservation Commission, and processes to identify and designate.

The City is classified as a CLG by SHPO. A CLG designation signifies that a municipality has entered into an agreement with SHPO and the National Park Service to commit to work collaboratively to fulfill the goal of preserving, protecting, and increasing awareness of heritage resources. CLGs also maintain local preservation ordinances, a Preservation Commission, and processes to identify and designate significant historic properties worthy of preservation. CLGs must also retain professional staff to administer their program and a process of design review to ensure that designated properties are appropriately preserved and considered in planning.

HISTORIC PRESERVATION AND CULTURAL ASSETS GOALS AND STRATEGIES

Goal 1: Preserve Prescott's historical and cultural assets.

Strategy 1.1 Develop a 5-year plan for Prescott's Historic Districts that includes an inventory of properties that are eligible for the National Register of Historic Places and evaluates revisions to Prescott's historic districts.

Strategy 1.2 Complete the Prescott Historic Master Plan update.

Strategy 1.3 Consider possible incentives, funding, partnerships and programs for maintenance and/or improvement of historic properties.

Strategy 1.4 Consider enhanced protections for archaeological resources.

Recreation

PARKS AND RECREATION INVENTORY

The City's park system began with City Park, now known as Ken Lindley Field. This was a Works Progress Administration project in the early 1930s, employing local workers to combat the Great Depression. In the 1960s, the City aggressively pursued Federal Land & Water Conservation Funds for the acquisition and development of parks. The City began utilizing various State funding sources in the 1990s, including the State Lake Improvement Fund and the Heritage Fund provided for by State lottery revenues. Lands were specifically acquired for parklands or open space to be conserved in perpetuity. The Willow Lake and Watson Lake reservoirs, purchased from the Chino Valley Irrigation District in 1998 through a voter approved initiative, are dual purpose—for water supply and recreation.

PARKS AND RECREATION ACTIVITIES

A variety of recreational activities occur in areas owned and/or managed by the City (https://prescott-az.gov/rec-services/recreation-areas-prescott/), including field and court sports, kayaking, paddle boarding, skateboarding, cycling, in-line hockey, hiking, horseback riding, bocce ball, horseshoes, camping, rappelling, birding, playing on playgrounds, picnicking, dancing, living history, live music, orienteering, geocaching, yoga, races, and archery. Residents and tourists can also enjoy the zoo, dog park, nature center, performing arts, and other special events. The Recreation Services Department has a role in providing programs, facilities, and services for these activities and features one of the highest per capita sports participation rates in Arizona.

The City maintains an ongoing dialog with the Arizona Game and Fish Department (AZGFD) regarding improving the lakes as fisheries. Discussions include slot limits for the bass population, removing crayfish to assist fish reproduction and other activities. AZGFD continues to stock trout in area lakes. The health of Prescott's lakes is a complicated and ongoing issue.

PARKS AND RECREATION GOALS AND STRATEGIES

Goal 1: Provide excellent recreation facilities and opportunities that enhance quality of life for residents and visitors.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by Council for future decisions could include updating the Parks and Recreation Master Plan, continuing development of a plan for Glassford Dells Regional Park, developing a plan for the City-owned rodeo/ fairgrounds, identifying financial resources to perform facility improvements, partnering with adjacent jurisdictions to expand compatible regional amenities and connectivity, and clarifying active and passive recreation uses in City codes.

Goal 2: Enhance recreation opportunities for Willow, Watson, and Goldwater lakes.

Strategy 2.1 Consider a plan to reduce algae and weed growth, remove invasive species, control vegetation, enhance wildlife habitat, and prevent recreation conflicts with wildlife needs (e.g. watering holes, fish spawning, etc.).

Strategy 2.2 Work closely with the AZGFD to continually improve fishing conditions.

Strategy 2.3 Continue to expand recreational opportunities and facilities at Upper and Lower Goldwater Lakes to fully utilize the area and better accommodate recreation demands and resident wildlife.

TRAILS AND GREENWAYS

City trails and greenways currently allow for non-motorized recreation and transportation. Trails and greenways connect destinations within Prescott including schools, businesses, neighborhoods, parks, and other recreational sites. Prescott has received national recognition for the progressive approach to providing a high-quality trail system. Completion of the 56-mile Prescott Circle Trail, Prescott Greenways, and Granite Dells Trail expansion will further enhance the trail system.

Other upcoming projects include:

- Complete the new Glassford Dells Regional Park (including Glassford Hill)
- Complete the North Peavine Trail to the Headwaters of the Verde River
- Complete the Granite Dells Gateway Park
- Complete the Greater Prescott Trails Plan with Prescott National Forest
- Construct the Pioneer Parkway Trailhead with Yavapai County
- Construct the White Spar Trailhead with Prescott National Forest
- Construct Bean Peaks flow trails with Prescott National Forest and the Prescott Mountain Bike Association
- Improve connections to the Prescott Circle Trail

TRAILS AND GREENWAYS GOALS AND STRATEGIES

Goal 1: Expand and improve the connectivity of the trails and greenways.

Strategy 1.1 Prioritize completion of trails that improve internal and external connectivity.

Strategy 1.2 Make all parks and services welcoming and accessible to all levels of users (i.e., adults, children, seniors, etc.) through ADA-rated pathways, clean and accessible restrooms when feasible, seating or benches, running water fountains or water stations, and park features.

Strategy 1.3 Partner with organizations that promote and build trails and greenways that meet City goals and objectives.

Strategy 1.4 Support the linkage of public and private open space and trail systems to serve the community more efficiently. Consider incentives or requirements for new developments to designate open space areas or trails which adjoin or connect existing open space or trails and connect local community neighborhoods to adjacent commercial local services.

Strategy 1.5 Work with CYMPO on the Active Community Transportation-Unified Plan (ACT-UP) (https://www.cympo.org/actup/), which was initiated to help develop a nonmotorized transportation network that links communities, provides travel options, and supports broader regional health, mobility, and equity goals. Working with local jurisdictions, the ATP will help improve, expand, and connect the region's active transportation system.

Pedestrian and Bicycle Circulation

Many Prescott residents and visitors find our temperate climate ideal for outdoor pursuits, including walking and bicycling. The number of recreational trails in and surrounding Prescott have increased substantially since the turn of the century, yet shoehorning bicycle and pedestrian facilities into existing infrastructure constrained by historic and geographic confines remains a challenge. While considerable progress has been made connecting and improving bicycle and pedestrian facilities, many still find walking or biking to specific destinations in Prescott too difficult or dangerous to contemplate. The City's Pedestrian, Bicycle, and Traffic Advisory Committee works with City Staff to address traffic and pedestrian concerns brought forward by citizens.

The on-street system consists mainly of striped bike lanes, signed bike routes, and sidewalks. The striped bike lanes are primarily located on existing arterials and major collectors. Sidewalks are typically provided on new local, collector, and arterial streets; however, a cohesive pedestrian movement network from neighborhoods, business areas, schools, and other destinations remain to be developed. Some progress has been made through the Safe Route to Schools program and the Bicycle and Pedestrian Master Plan, which includes specific policies and locations for recommended projects while addressing related ongoing maintenance needs. Off-street multi-use paths, like our Granite Creek Greenways Trail, should be considered an integral part of the transportation system, as they can supplement our on-street provisions.

The mountain biking community embraces Prescott because of its high-quality recreational trail network. This is a reflection of the considerable volunteer efforts of groups like Yavapai Trails Association, Prescott Mountain Bike Alliance, and The Over the Hill Gang. Evidence of this enthusiasm is the annual Whiskey Off-Road Mountain Bike Event and Festival, which has been run for close to 20 years, and had 2,000 participants in 2023. The Prescott Circle trail is a 56-mile non-motorized trail that circumnavigates a good part of the city, and popular trailheads are located at almost any compass point from the downtown plaza. Some of the more popular trail areas are: Pioneer Park, Granite Dells and the Peavine Trail (including plans for a possible regional park), Lynx Lake and Badger Mountain, Senator Highway and Groom Creek, White Spar area (including the recently opened Bean Peaks trail system), Copper Basin and Mount Francis, Thumb Butte road and the White Rock trail access, Spence Basin, and Granite Mountain.

Better on-street bicycle accommodations may encourage biking tourists who stay in downtown hotels to ride their bikes to trailhead destinations rather than drive. Those same improvements may also encourage Prescott's residents to ride their bikes downtown for events like concerts on the plaza. The recent re-striping of Thumb Butte Road to shift the center line over to allow for a bike lane for slower uphill riders is one example of using paint to provide a better sense of safety for bicyclists. Shared lane signs were placed for the faster downhill traffic. While these improvements are appreciated, they stop at the City limit. Communication and cooperation with Yavapai County would be needed to continue the improvements to Thumb Butte Park.

There is a designated bicycle route between the Mike Fann Community Skate Park and the newly built Granite Creek Park Pump Track due to an increase in bicycle traffic between these two parks. Additional signage to notify motorists of bicycles on the roadway, with the addition of shared-lane markings on Pleasant Street and Willis Street and upgrading the traffic light at the intersection of Sheldon Street and Pleasant Street to detect bicycles are examples of safety improvements which may be made to this designated bike route.

Some years ago, the Public Works Department added a budget line item for sidewalk maintenance. The effort started repairing, replacing, and grinding sidewalk panels in the downtown area, as well as connecting and improving pedestrian ramps and access. While this program has been appreciated and popular, it could be expanded to complete missing sections of sidewalk to improve pedestrian connectivity.

TRANSPORTATION SAFETY PLANNING

The design and operation of highways and streets should enable all users, including bicyclists, pedestrians, transit riders, passenger vehicles, and commercial vehicles, to safely move along and across the roadway. This approach to interdependent, multimodal transportation facilities planned, designed, operated, and maintained to provide safe mobility. Designing streets to the function and context of the neighborhood, whether residential or commercial, and the surrounding environment is appropriate. Each highway or street is unique and dependent upon the context of the street design and neighborhood.

This would then be defined as a street which safely accommodates all users including vehicles, pedestrians, and bicyclists. Basic elements of this approach include sidewalks, bike lanes (or wide paved shoulders), pedestrian crossing opportunities, median islands, and accessible pedestrian signals. Careful planning and development of this type of infrastructure offers long-term cost savings for local and state governments by reducing automotive travel.

Over 1,700 jurisdictions in the U.S., including 37 states and several cities in Arizona, have adopted these types of policies. Similarly, over 50 jurisdictions have adopted a core approach to traffic safety that human life and health should be the highest priority within all aspects of transportation systems. Establishing policies that require the consideration of safety for all users of the transportation system is the best way to ensure protection for the most vulnerable of system users is not overlooked.

CYMPO is responsible for conducting a comprehensive Transportation Safety Plan: a system-wide, multimodal, proactive process that better integrates safety into surface transportation decision-making. Federal law requires that the State and metropolitan transportation planning processes be consistent with Strategic Highway Safety Plans. Transportation projects and strategies must increase the safety of the transportation system

for motorized and non-motorized users. The City ought to explore opportunities to apply any proposed solutions generated by the plan to their own Transportation Planning efforts.

By designing for the safety of all users, fewer collisions occur between vehicles and other forms of transit, thereby protecting life and property, and reducing the need for emergency services. There are also benefits to public health, the environment, and financial benefits to property owners and businesses through increased foot traffic.

The Pedestrian, Bicycle, and Traffic Advisory Committee should explore and promote appropriate Complete Streets or Vision Zero policies for adoption by City Council.

Additional information regarding the off-street trail system may be found in the Open Space section.

Link to City Trails and Outdoor Recreation Map:
https://prescott-az.gov/rec-services/recreation-areas-prescott/trails/mile-high-trail/

PEDESTRIAN AND BICYCLE GOALS AND STRATEGIES

Goal 1: Ensure new pedestrian and bicycle circulation facilities are designed and constructed to improve pedestrian and bicycle visibility, where safe and practical for Council consideration; user comfort; and logical connections between residential neighborhoods and common destinations.

Strategy 1.1 Update the 2015 Bicycle and Pedestrian Master Plan to reflect current conditions and serve as a guide for future bicycle and pedestrian needs for City Council approval.

Strategy 1.2 Strengthen collaborations with a focus on enhancing pedestrian and bicycle access to local schools.

Strategy 1.3 Maintain current League of American Bicyclists Bicycle-Friendly Community status while evaluating cost impacts and requirements of pursuing a higher ranking.

Goal 2: Accommodate multimodal transportation options in new developments and roadways where safe and practical.

Strategy 2.1 Design pedestrian infrastructure to provide safe access for children, the elderly, and handicapped.

Strategy 2.2 Include bikeways, sidewalks, and on-street bicycle facilities/lanes consistent with the Pedestrian and Bicycle Master Plan in the design of all new roadways.

Strategy 2.3 Study off-street multi-use routes along creeks, drainages, utility easements, and through recreation spaces, wildlife corridors, parks, and open spaces, after evaluated through cost-benefit analysis or other data measurements by City Council for future consideration.

Strategy 2.4 Design new and reconstructed roadways to provide multimodal facilities which safely accommodate all users including vehicles, pedestrians, handicapped, and bicyclists, after evaluated through cost-benefit analysis or other data measurements by Council for future consideration.

DarkSky Community

Prescott's clear, dark night sky is an environmental asset the community wishes to protect. The Land Development Code primarily regulates commercial outdoor lighting by addressing light fixture types and light output. In some cases, light output is measured in lumens, such as in residential lighting, recreational lighting, and sites with internally lit signage. Parking lot lighting is required to be high-pressure sodium; however, there have been requests to allow light emitting diode (LED) lighting. New energy efficient technologies, such as high-intensity discharge (HID) and LED make it difficult to regulate light output solely by energy consumption and to require specific existing technologies in some applications.

Residential lighting may be addressed in the Land Development Code, where a balance may be met between lighting that is both adequate for residents and wildlife friendly, yet preserves the nighttime sky. Exterior lighting provides safety, security, visual enjoyment of outdoor living spaces, and requires careful consideration to not infringe upon a neighbor's enjoyment of the dark, starlit sky.

RESIDENTIAL HOME LIGHTING

Should Prescott desire to become a DarkSky community, new exterior residential lighting fixtures should match commercial lighting requirements to be DarkSky-compliant. Light sources should not be visible across property lines. Safety lighting should be allowed to illuminate vehicle and pedestrian circulation areas.

RESIDENTIAL LANDSCAPE LIGHTING

Landscape lighting or low-level path lighting should serve as the primary form of exterior lighting. Street, walkway, driveway, and landscape lighting should be of low luminosity, low profile, and be a concealed light source meeting DarkSky requirements.

Minimal lighting within residential yards is encouraged, except in the case of up-lighting key trees and plants, down-lighting is encouraged because it has less impact on the night sky. All yard lighting should utilize low-luminosity sources. Landscape light fixtures should be non-reflective, solidly mounted into the ground, and provide indirect ambient light for visibility. Landscape and security lighting fixtures should be installed at a height not to exceed 10 feet above ground level. If wired systems are used, they may be installed on a timer to save energy and turn off when not needed for pedestrian or vehicular circulation.

DARK SKY GOALS

Goal 1: Investigate the principles of Dark Sky Communities and possible certification that can be evaluated through cost-benefit analysis or other data measurements by Council for future consideration.

Tree City USA

In 1976, the Arbor Day Foundation started Tree City USA, which is one of their oldest programs. The vision was for a greener, healthier America which could inspire change on a nationwide level. Trees clean our air, filter our water, and slow storm surge and flooding.

Incentives for communities to become a Tree City USA Community (https://www.arborday.org/programs/treecityusa/):

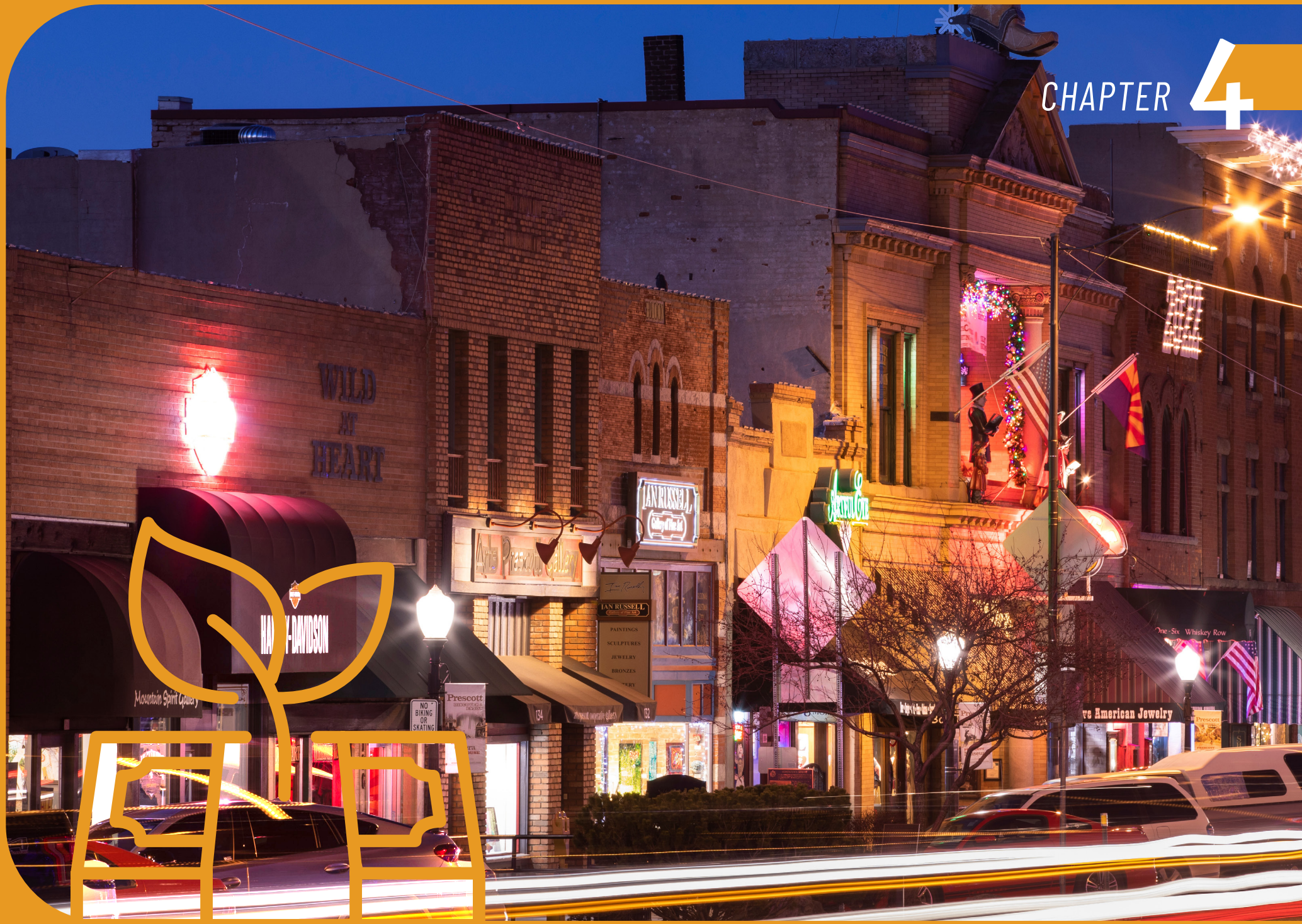
- Trees help absorb the sounds of traffic in urban areas by 40%.
- Neighborhoods with trees are 7-9°F cooler than those without.
- Trees reduce energy costs up to 25% by shading buildings and protecting them from winter winds.
- Homes with trees have higher property values.
- Green space plays a major role in improving mental and physical health.
- Planting and maintaining trees absorbs carbon dioxide in the atmosphere, mitigating the effects of climate.

In a survey conducted in 2022, residents were asked if Prescott should seek a Tree City designation, over 59% of the survey respondents responded affirmatively. For Arizona, the program is managed under the Arizona Department of Forestry and Fire Management (https://dffm.az.gov/forestry-community-forestry/urban-community-forestry/recognition/tree-city-usa). City staff reviewed what is required to apply, and the program provides a four-step framework to maintain and grow a program.

TREE CITY USA GOALS

Goal 1: Review framework criteria of Tree City USA and possible designation that can be evaluated through cost-benefit analysis or other data measurements by City Council for future consideration.

CHAPTER 4


WILD
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Prescott
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ECONOMIC COMPETITIVENESS AND PROSPERITY

Land Use

Business, commercial, and industrial development create employment opportunities and income for Prescott residents. Successful income-producing strategies are not based only on the number of these development areas, but rather on having the right size and types of business ventures, in the right locations, and with available infrastructure and energy.

Downtown Prescott accounts for a significant amount of the City's sales tax base. It remains a primary visitor attraction, supporting vibrant tourist and retail uses featuring arts, entertainment, hotels, restaurants, coffee shops, bookstores, and museums. The downtown supports an important historic residential area as well as continuing uses for Federal, County, and City government. The vision for downtown is to preserve the physical, historic, and visitor-friendly attributes so it may continue to be a major economic force and tourist draw for the City. The goals and policies of the Downtown Specific Area Action Plan (adopted by the City in May 1997) are reinforced in this General Plan.

Currently, the largest areas set aside for industrial uses are in the vicinity of the airport and in the Sundog Ranch/Industrial Way area. Smaller industrial areas are in Sandretto Hills, Miller Valley Road, and the Sixth Street area north of Sheldon Street. Additional commercial and industrial areas may be created through annexation. It is important to expand opportunities for commercial, industrial, and business uses in order to attract higher-paying jobs and to promote Prescott as competitive in the regional marketplace. A balanced income-producing area will have a mix of housing and ensure that future site development is carefully managed to avoid negative impacts.

Airport land-use protection must be addressed to continue the economic vitality of the Prescott Regional Airport (PRC). Residential subdivisions are south and east of the airport. Additional subdivisions, both within the city and in unincorporated areas, are possible near PRC. Development issues raise the need for regional cooperation to address airport land use, noise, and other concerns to ensure that further residential or other incompatible land use infringements on the airport do not occur.

Land Use Goals and Strategies

Goal 1: Preserve or enhance a beneficial mix of open space, recreation, residential, commercial, and industrial properties.

Strategy 1.1 Ensure that the annexation of land will reinforce and support a beneficial mix of land uses and residential support services (e.g., medical, restaurants, cleaners, childcare, etc.).

Strategy 1.2 Increase available sites with commercial and/or industrial land uses and zoning.

Goal 2: Promote land use strategies that achieve City economic development goals while also respecting historic preservation and quality of life considerations.

Strategy 2.1 Encourage the update, creation, and implementation of SAPs to guide the development of areas where needs have been identified.

Strategy 2.2 Support a balanced variety of commercial centers in Prescott, both existing and new, including some sites small enough to be affordable to smaller local firms and Village Center concepts to encourage a mix of residential and light business uses.

Strategy 2.3 Promote use of land available adjacent to PRC.

Strategy 2.4 Explore partnerships with property owners to deliver shovel-ready parcels.

Strategy 2.5 Conduct a parking study of the downtown area to determine the need for additional parking areas and/or infrastructure.

Strategy 2.6 Ensure appropriate access and multimodal circulation are planned for business/commercial sites.

Strategy 2.7 Verify adequate and flexible buffers and ensure screening for adjacent existing neighborhoods when siting commercial uses. This is to adequately mitigate noise, light, and other negative impacts, especially from major commercial centers. Encourage retention of native vegetation.

Economic Development and Tourism

Prescott's economic development mission is to facilitate the establishment of a balanced local economy, create quality jobs, and enhance the local tax base. This can be achieved by supporting quality industrial and commercial development, targeted business attraction, redeveloping target areas, affecting expansion and retention efforts, and providing tourism support.

Prescott's economy includes retail sales; tourism; education, healthcare, professional services; real estate; light industrial; manufacturing; construction; and federal, state, county, and municipal government. The historic downtown, airport, industrial parks, and regional commercial developments along SR 69 Corridor are recognized as economic centers for the City.

Sales tax remains the primary source of City income. Since the 1990s, economic development has been emphasized in the City, including partnerships with the private sector to expand the availability of commercial and industrial space and fund associated infrastructure improvements. Manufacturing and industrial employment, as well as professional services, technology, warehousing, and logistics are important to the economy and aid in the retention of younger working-class families.

EXISTING CONDITIONS, TRENDS, AND CHALLENGES

Industrial, commercial, and residential development must be balanced to maintain a healthy growing economy, while avoiding undesirable impacts on nearby residential neighborhoods and the natural environment. Commercial retail development must keep pace with population growth, especially in the north Prescott area.

DOWNTOWN

A downtown SAP was adopted in 1997. It called for a partnership between the City and downtown businesses, resulting in the formation of the Prescott Downtown Partnership, Inc., which acts as an advocate for downtown merchants and also functions as a liaison between the City and the private sector. A downtown renovation project was initiated in 1998 to enhance the visitor experience by replacing sidewalks and adding pavers, landscape planters, lampposts, benches, and waste receptacles as pedestrian-friendly amenities. There is ongoing coordination with Yavapai County when scheduling events at the Yavapai County Courthouse Plaza. With the completion of the Granite Street Parking Garage in 2005, the City has invested more than $8.5 million in the downtown's infrastructure and assets. In 2018, a Granite Creek Area Master Plan was developed, addressing the revitalization of the Granite Creek Trail, and encouraging infill development along the corridor. In 2023, the Granite Creek Trail improvement was completed, but other elements of the master plan are still in progress.

Between 2019 and 2023, beautifications and improvements were made to the Whiskey Row Alley, this included adding a unique Prescott mural, string lights, new traffic striping, and updated waste receptacles.

A Historic Preservation District continues to protect the historic integrity of the buildings surrounding the Yavapai County Courthouse Plaza. Downtown Prescott remains a significant visitor attraction with its combination of historic structures, cultural amenities, community events, and a mixture of businesses. Other historic districts exist near the downtown, providing residential and commercial cultural benefits.

In 2018, the City adopted a downtown Entertainment District surrounding the Courthouse Plaza to give the City Council more flexibility when approving businesses and projects in the area.

In 2000, the City sold the Elks Opera House to the Elks Theatre and Performing Arts Center, an Arizona non-profit that also purchased the remainder of the building from a private party. As a condition of the sale, the Performing Arts Center is required to maintain the restored space and manage the property as a community asset open to the public. The Elks Opera House is listed in the National Register of Historic Places and is a City registered historic building

In 2012, the City purchased a portion of the Elks Building at 117 E. Gurley Street that houses the Elks Opera House, which has been the home of live performances, movies, and meetings since 1905. The City and the Elks Opera House Foundation completed the restoration of this theatre with City, State, and national grants. There were also gifts and other considerable contributions from private foundations and individuals. The restored theatre space was dedicated on July 24, 2010.

WORKFORCE DEVELOPMENT AND OPPORTUNITIES

Development has moved commercial centers and employment to major arterial corridors. Suitable sites for industrial development have been created in the PRC area with promotional efforts to attract employers. Other commercial corridors have been designated along arterial roadways within SAPs, identifying those areas for commerce and industrial growth. These areas include the North Prescott area, Granite Dells Parkway area, Commerce Drive, SR 89 and James Lane, and SR 89 south of Prescott Lakes Parkway.

To maintain a sustainable economy, a diverse retail/commercial presence is needed at locations throughout the city to provide employment, goods, and services near neighborhoods. The redevelopment of vacant sites left by the relocation of retailers, offices, and other employers, is needed to attract new businesses back into residential neighborhood areas.

Underemployment, meaning workers' education and skills are not being fully utilized, can be mitigated through business attraction, retention, and expansion, providing jobs requiring higher education and skills. Training for desirable skills can be addressed by educational institutions and employers working together to improve workforce development and providing skill preparation programs.

Educational partners, including Embry Riddle Aeronautical University, Yavapai College, and Prescott College provide employment and training. The Career and Technical Education Center (CTEC) facility at Yavapai College provides technical training, including both general curriculums and customized training for employers.

The Arizona At Work Office, operated by the Northern Arizona Council of Governments, provides basic skills training and assistance to business recruiting workers.

Sustaining a Business-Friendly Environment

COMMERCE AND INDUSTRY

Large-scale commercial development trends have resulted in the creation of regional commercial areas such as the Pine Ridge Marketplace and the SR 69 corridor. The downtown commercial area includes restaurants, banks, boutiques, professional offices, and tourist-related businesses which form the core of the city. Other commercial areas include the Depot Market Place, Lakeview Plaza, Prescott Commerce Center, Costco and Trader Joe's shopping center, Village at the Boulders, Willow Creek Shopping Center, and the Sandretto District auto dealerships.

In the past 10 years, Prescott's downtown has thrived, benefiting from a steady increase in visitation, a robust special events calendar, and support from local citizens. Pine Ridge Marketplace has new ownership, and investments in outbuildings like the former Sears (now Espire Sports) has revitalized the area with strong plans for the future.

It is important to attract, maintain, and support small businesses in neighborhood commerce areas. Smaller roadway corridors support businesses and provide interconnectivity to regional areas. The less intense, neighborhood-oriented commercial areas are a more sustainable form of development, providing goods and services to areas of the community without requiring long consumer travel times. Redevelopment has potential in areas such as Miller Valley Road/Grove Avenue, Montezuma Street/Whipple Street, Montezuma Street/White Spar Road, and along Iron Springs Road. Area plans and the Land Development Codes support and encourage this pattern of development through the designation of smaller-scale, less intense commercial areas.

Industrially zoned land is readily available in Prescott. Prescott has sites available for the construction of industrial and business parks. The oldest industrial parks in the city are the Sundog Road Business Park off SR 89 and the 6th Street Business Park near downtown. These parks are nearly built out with little vacant land and boundaries that encroach on nearby neighborhoods. New industrial parks are located in and around PRC. In 2019, the City built the Corsair Connector in the airpark area, significantly reducing travel time from one end of the airpark to the other and encouraged more development. Since 2020, several dozen properties, mainly 1-4 acre parcels around the airpark have been acquired and developed, primarily by small and medium-sized light manufacturing companies. Existing companies are expanding in the same area as well.

Most industrial commercial opportunities require new construction, as there remains a low inventory of existing buildings for sale or lease. This has led to limited speculative development of commercial industrial buildings in the area.

Geographical groupings encourage the clustering of interdependent and/or complementary businesses within the same area. To some extent, this was the traditional commercial development style until the road and rail networks allowed the dispersion of interdependent businesses. Building upon the interdependency concept allows local communities to focus economic development efforts more efficiently by recognizing how business groupings interrelate.

PRC is both a transportation asset and an economic focal point for the City and the region. This is in part because of its close proximity to and use by Embry-Riddle Aeronautical University (ERAU) and other aviation-related businesses. As demand for new pilots continues, the City is working with ERAU to develop a new flight training facility on the northwest side of the airport, called the SAFE complex.

The importance of this economic impact to the City stems from direct airport operations, such as a large number of hangar tenants, general aviation services, flight training operations, cargo services, Forest Service fire-fighting operations, and the Federal Aviation Administration (FAA) tower. Much of the land near PRC is designated for industrial and commercial uses related to the airport and includes a significant number of the region's manufacturing and technology jobs.

COMMERCE AND INDUSTRY GOALS AND STRATEGIES

Goal 1: Continue the industrial and commercial character in the airport vicinity.

Strategy 1.1 Support and maintain the land uses established in the Airport SAP, Airport Vicinity Overlay (AVO), Land Development Code, and the Land Use Map in this General Plan, and amendments thereto, which may be adopted from time to time.

Strategy 1.2 Coordinate with adjacent jurisdictions to assist in the implementation of the Airport SAP land uses within their corporate limits or anticipated to be within their jurisdictional limits based on mutual boundary agreements.

Strategy 1.3 Periodically review and update the Airport Business Plan and Airport SAP to ensure these plans are current and protect the airport vicinity overlay.

Goal 2: Encourage the development of commerce and industry sites at locations specifically targeted for commercial development, employment centers, and neighborhood-oriented businesses.

Strategy 2.1 Support appropriately sized and placed commercial and industrial development areas through the implementation of adopted SAPs and the Land Use Map in this General Plan.

Goal 3: Establish a regulatory environment that is welcoming to commerce and industry.

Strategy 3.1 Eliminate unnecessary regulations and streamline development permitting procedures, wherever possible, without sacrificing community health, safety, character, or welfare.

Ensuring a Strong Tax Base

Due to State law, the City relies primarily on the transaction-privilege sales tax and state-shared revenue, with only about 4% of revenue derived from property tax to provide services such as police, fire, library, and parks and recreation. Therefore, the City must work with other Arizona municipalities to seek means of changing state laws that restrict establishing diversified taxing revenue options to meet community needs. Dependence upon transaction privilege tax revenues puts local governments at risk of being unable to meet basic community needs during economic recessions or downturns when consumers are likely to generate less sales tax revenues.

RETAIL, INDUSTRIAL, AND COMMERCIAL DEVELOPMENT

Business development in Arizona has never been stronger. Billions of dollars are being invested in major manufacturing operations, primarily in the Phoenix metropolitan area and southern Arizona. These major companies will bring hundreds of supply chain partner companies to Arizona, and Northern Arizona specifically is well-positioned to compete with these companies. As the regional business market continues to grow over the next 10 years, major business location and/or relocation decisions will be made. To maintain revenue, Prescott must position itself to strategically capture a reasonable share of future regional development. Part of the economic development strategy must include retail recruitment as part of a healthy mix of new and expanding businesses.

TOURISM PROMOTION THROUGH DESTINATION MARKETING AND MANAGEMENT

The City Tourism Office is known to visitors as “Experience Prescott” (https://www.experienceprescott.com/).

Experience Prescott’s Vision

Prescott is a welcoming and year-round destination attracting visitors seeking to experience authentic Western heritage and unparalleled natural beauty.

Mission

We attract visitors to Prescott and enhance our community’s quality of life by inspiring a love and respect for our natural beauty, rich history, and hometown atmosphere.

Tourism is an important sector of the local economy. The City Tourism Office began as a Destination Marketing Organization (DMO). DMOs are organizations charged with representing a specific destination and helping the long-term development of communities through a travel and tourism strategy. This strategy targets potential visitors with certain demographic, geographic, and sociological profiles. Tourist development and promotion is a competitive activity.

While the City’s Tourism Office began as a DMO, recent years have indicated the need to transition to a Destination Management Organization. Destination marketing will still be an approach; however, the following seven guiding principles will work to promote the destination, support the growth of the tourism industry, and enhance the quality of life for residents.

The seven guiding principles from the Experience Prescott Strategic Plan are:

1. **Engage resident and industry stakeholders.**
2. **Enhance, enrich, and simplify the visitor experience.**
3. **Emphasize the quality of visitors over the quantity of tourists.**
4. **Consider the impact of our work on existing infrastructure and community resources.**
5. **Support the responsible use of our natural resources and assets.**
6. **Seek to enhance our quality of life and increase economic opportunity.**
7. **Preserve our community's exceptional hospitality and create an environment that is welcoming to all.**

The transient occupancy (bed) tax is being used for the promotion of tourism and the development of recreational uses. Between 2017 and 2022, the economic impact of tourism visitor trends consistently and steadily increased. Travelers to Prescott spent an annual average of $205 million on lodging, food, beverage, retail, entertainment, and local transportation. The $205 million in estimated spending at local establishments created an economic impact of $300 million statewide in 2022. Tourism dollars generate $101 million in labor income or payroll at hotels, restaurants, retailers, and other service businesses in Prescott, as well as local businesses that are suppliers to the hospitality industry. These travelers generated an estimated $17 million in state and local tax revenues in 2022, including $6 million in City sales and transient occupancy taxes, and an additional $11 million in County and State sales tax.

The City's cultural heritage is an important draw for tourists, along with recreational opportunities offered by area golf courses, parks, lakes, trails, and the Prescott National Forest. Prescott is also known for its events, which are put on mainly by community groups with financial help from sponsors, keeping Prescott a center for entertainment and culture in Yavapai County. Visitor attractor events include signature long-time and year-round events. Prescott offers a variety of event venues for public and private events.

HISTORIC DOWNTOWN

Through concerted efforts by the City, the Chamber of Commerce, the Prescott Downtown Partnership, and citizen historic preservation supporters, the downtown area continues to be the focal point exhibiting Prescott's character.

The Downtown Business District is a priority economic development and redevelopment area. Downtown is characterized by a traditional mixed-use development pattern typical of many small-town centers, with retail, hospitality, light industrial, professional offices, government, and residential activities. Retail in the downtown area is largely tourism-oriented. The mix also includes arts, culture, entertainment, and hospitality services.

Preservation of the downtown as a historic and economic asset requires continuous attention. The growth and diversification of Prescott's economy will continue to create competitive challenges for downtown businesses. Challenges in the coming years include responding to changes in ownership of key properties downtown, providing adequate circulation, consistent parking management, and maintaining downtown vitality.

Efforts to enhance the character of downtown are needed to retain

its historic attraction as a tourist destination and to retain the mix of businesses to support tourism and local citizen shopping and service needs. The City's Historic Preservation Master Plan encourages and guides preservation efforts for historic sites throughout the city, many of which are located in or near downtown. These efforts have yielded good results, for example the restoration of historic buildings and a low vacancy rate downtown. This demonstrates that keeping pace with economic climate and protection of historic character are not mutually exclusive.

Preserving historic assets, identifying new business potential, adding to the arts/cultural amenities, and promoting the enhancement of buildings and streetscapes are recommended to increase the economic capacity of the downtown area.

RETAIL, TOURISM, AND DOWNTOWN DESTINATION MARKETING AND MANAGEMENT GOALS AND STRATEGIES

Goal 1: Preserve and continually revitalize the business community.

Strategy 1.1 Create public/private partnerships to re-establish and sustain a mix of tourism and public uses citywide.

Strategy 1.2 Develop strategies to encourage longer stays and more visitor purchases through expanded attractions and enhanced experiences.

Strategy 1.3 Encourage the development of a resort and/or conference center based on the results of future feasibility studies.

Goal 2: Enhance the character and ambiance of Prescott's downtown.

Strategy 2.1 Develop and implement additional functional and aesthetic improvements within the downtown. Such improvements should include the continuation of landscaping, streetscape improvements, and pedestrian circulation improvements.

Strategy 2.2 Encourage downtown businesses to renovate and maintain building facades to enhance the historic character of downtown structures using the Historic Preservation Master Plan as a guide.

Strategy 2.3 Apply the Downtown Specific Area Action Plan to maintain and enhance infrastructure and preserve the downtown as a destination for tourists and residents.

Strategy 2.4 Encourage retention of current government functions (City, County, State, and Federal), in the downtown vicinity, including courts and law enforcement administration agencies.

Strategy 2.5 Support and expand cultural and leisure facilities and activities within the downtown area.

Quality Jobs: Maintaining a Strong Employment Sector

Sales tax revenues support City services such as street maintenance, police, and fire protection. Growth in retail service employment should be balanced with efforts to increase higher-paying jobs in the manufacturing and professional sectors. This will provide employment opportunities for working-class individuals and assist in maintaining a suitable workforce for business attraction and retention in Prescott. Marketing to young families should include housing opportunities, excellent schools, and other inducements.

EMPLOYMENT SECTORS

The strategies in business attraction, retention, and expansion are targeted at growing the economy through the creation of well-paying jobs that provide a career track. Current areas of focus for new and expanding businesses include light manufacturing, aerospace and defense, cybersecurity, warehousing and distribution, medical, retail, and hospitality. Prescott could benefit from increased home-based employment in technical fields such as software development or other computer-based occupations.

Business recruitment in the research/development field is beneficial. This business type tends to pay higher wages with less environmental impacts than other types of businesses. Existing companies in the area, especially small businesses, generate most new jobs. Focus on retention and expansion efforts for existing businesses should be proactive, in addition to the development of new small businesses.

As described in the recently adopted Prescott Economic Development Strategic Plan, our new paradigm for Economic Development is this: We envision Prescott to be an innovative, resilient community where everyone benefits from the clustering of services and amenities. The full Prescott Economic Development Strategic Plan can be viewed using the following link: **https://prescott-az.gov/economic-development-tourism/**

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY (CEDS)

TOP NON-GOVERNMENTAL EMPLOYMENT SECTORS

According to Northern Arizona Council of Governments 2020-2025 CEDS

- Accommodation & Hospitality
- Agriculture & Forestry
- Arts, Entertainment & Recreation
- Construction
- Education
- Finance & Insurance
- Healthcare & Social Assistance
- Information
- Manufacturing
- Mining, Quarrying & Energy Exploration
- Professional & Technical Services
- Real Estate / Rental Leasing
- Retail Trade
- Transportation & Warehousing
- Utilities
- Wholesale Trade

Source: https://nacog.org/wp-content/uploads/2021/07/2020-2025-NACOG-CEDS.pdf

WORKFORCE CHARACTERISTICS

In Prescott, 38.8% of the population is older than 65. This compares to approximately 17.6% in Arizona. The working-age population earns 52.2% of Prescott's aggregated City income, compared with 75.9% for Arizona. In 2023, the median household income (counting all sources, wages, pensions, investment income, etc.) was $66,330, compared to $72,581 for Arizona.

According to the U.S. Bureau of Labor Statistics, in November 2023, the national and state unemployment rates were 4.3%, and Prescott had an unemployment rate of 3.9%. The labor force participation rate for Prescott was 41.1%, compared with 60.5% for Arizona. Prescott has a high retirement-age population, which creates a low labor force participation rate, while also creating a demand for service-level workers who may be commuting from the surrounding area into the city. Therefore, unemployment in the surrounding area affects the available workforce within Prescott.

The latest Quad-City Arizona Area Labor Availability Report was completed in 2020 to determine the availability of workers in the area. The Quad-City area is referred to as the "labor shed" and has a total population of 154,185. The labor shed contains a civilian labor force of approximately 49,973, with a pool of about 2,000 unemployed people who are actively seeking work. Prescott has a better educated labor force overall when compared to the state. The U.S. Census indicates that in 2020, 95.3% of people age 25+ in the city are high school graduates, compared to 87.9% for the state. Also, 37.7% of persons age 25+ have a bachelor's degree or higher, compared to 30.3% for the state.

CHILDCARE

Childcare can be a challenge for members of the workforce. Child development centers and childcare facilities vary in size and scope within Prescott. While some offer progressive curriculum and the latest advancements for preschools, others are more intimate daycare centers that take a more relaxed approach to childcare. Whatever your priorities, there are many facilities to choose from.

EMPLOYMENT SECTOR GOALS AND STRATEGIES

Goal 1: Per the City Council approved Economic Development Strategy Plan, we will encourage the establishment of sector partnerships between local colleges and targeted innovation sector employers to build a cohesive ecosystem that supports business development in key sectors that complement Prescott's demographics, labor force, available sites, and quality of life.

Possible initiatives that can be evaluated through cost-benefit analysis or other data measurements by City Council for future decisions include job training programs, workforce housing development, facilitating industrial development authority bond financing, and efforts to create diverse employment opportunities and higher wages.

Regional Competition and Cooperation

Due to the Arizona tax structure and laws, sales tax, also known as the transaction privilege tax, is the primary source of revenue for counties, cities, and towns. Communities, therefore, compete with one another to attract retail and maximize revenue streams, which in turn supports City services. Tourism is an effective way to boost sales tax revenue. On a regional basis, out-of-state and foreign tourism will boost regional sales tax revenue.

Competition for retail businesses will continue; however, economic development strategies in other areas offer opportunities for cooperation among neighboring jurisdictions. Cooperation is necessary when fostering a regional transportation network, addressing workforce development, and promoting regional assets for businesses seeking to relocate.

There is growing recognition among the greater Prescott communities that we share a common economic future. While a company is located in a particular community, workers commute from throughout the region and bring income back to their place of residence.

REGIONAL COMPETITION AND COOPERATION GOALS

Goal 1: Encourage and participate in regional planning forums to address transportation, housing, and other regional projects.

Growth and Cost of Development

GROWTH MANAGEMENT

Water

The City's adopted Water Policy and the Land Development Code (LDC) are the tools for guiding and managing growth in Prescott. Water resource availability is administered by the Arizona Department of Water Resources. As discussed in the Resiliency and Sustainability Chapter, the supply of water is limited both physically and legally.

Transitional Areas

The LDC has several zoning districts well suited to transitioning areas. Zoning districts like the residential office, neighborhood-oriented businesses, and mixed-use zoning districts will accommodate both residential and low-intensity commercial uses as an area transition from single-family homes to multifamily homes and businesses. As listed in the Land Use section, several transitional areas are subject to commercial development or redevelopment. Effective land-use planning for these areas is a tool for mitigating potential adverse impacts, such as traffic, buffering adjacent residential land uses, and for future infrastructure needs.

Also presented in the Land Use section, the LDC has provisions for SAPs, Neighborhood Plans, and Overlay Districts, which are also useful planning tools for transitional areas and areas with unique circumstances. The plans and districts contain recommendations regarding mitigation strategies and identify special concerns, such as airport avigation easements, which are addressed as development occurs. Neighborhood plans offer existing residents an opportunity to influence the pattern of development and redevelopment occurring in their area. These plans often go beyond land use and density

consideration, also addressing issues affecting the character and quality of life in the neighborhood. The use of Overlay Districts, such as the 1997 Historic Preservation Master Plan, addresses special concerns with unique land uses and developments that span geographic areas or multiple zoning districts.

Open Space and Wildlife

Prescott's citizens value views, greenways, trails, parks, and wildlife corridors in development designs. Growth management plans adopted by the City Council should require open space and trail components be included in new development. Regional cooperation allows Prescott and its neighbors to work together to protect sensitive open space areas and to link internal trails and open spaces together to provide regional access and interconnectivity of all trail systems.

To promote and conserve wildlife corridors, greenways, and parks, growth management requires participation by both the City and developers when considering subdivision plats and Planned Area Developments. New developments that promote sustainability by discouraging urban sprawl and considering open space, wildlife corridor connectivity, and jurisdictional boundaries should be given priority.

GROWTH MANAGEMENT GOALS AND STRATEGIES

Goal 1: Promote a balance of land uses to preserve and enhance neighborhoods, encourage compatible redevelopment, include housing that is affordable at various income levels, and to protect environmentally sensitive areas.

Strategy 1.1 Periodically review, update, or create SAPs, Neighborhood Plans, Overlay Districts, and Redevelopment Districts as conditions change or opportunities arise.

Strategy 1.2 Conduct neighborhood planning processes to address the impacts of growth in development and redevelopment projects within or adjacent to existing neighborhoods.

Goal 2: Pursue strategies to preserve and enhance the unique historic and pedestrian character of downtown.

Strategy 2.1 Promote higher density, mixed uses, multi-modal connectivity, and pedestrian amenities in the downtown and surrounding areas.

Strategy 2.2 Revise traffic circulation patterns, on-street parking, pedestrian paths, landscaping, and outdoor commercial areas to enhance the resident and visitor experience.

Goal 3: Promote sustainable planning concepts for growth, new development, areas transitioning to new uses and include active citizen participation.

Strategy 3.1 Evaluate growth and new development impact on existing and future water supplies using water resource plans and tools described in the Water Resource section of this plan.

Strategy 3.2 Encourage the creation of SAPs for all large undeveloped parcels, including newly annexed areas, which are currently under development pressures or anticipated to be under development pressures in the near future.

Strategy 3.3 Encourage the use of Residential Office, Neighborhood Oriented Business, Mixed-Use and Special Planned Community zoning districts as tools to redevelop transitioning areas.

Goal 4: Encourage infill development on parcels with adequate infrastructure

Strategy 4.1 Promote compact development and higher-density development where feasible and appropriate.

Strategy 4.2 Evaluate an administrative approval process for the review of new developments which maximize efficient use of existing and planned infrastructure and encourage options for all modes of transportation.

Strategy 4.3 Encourage location and clustering of government facilities at designated urban nodes to reduce traffic impacts, support all modes of transportation, and encourage pedestrian-friendly public spaces.

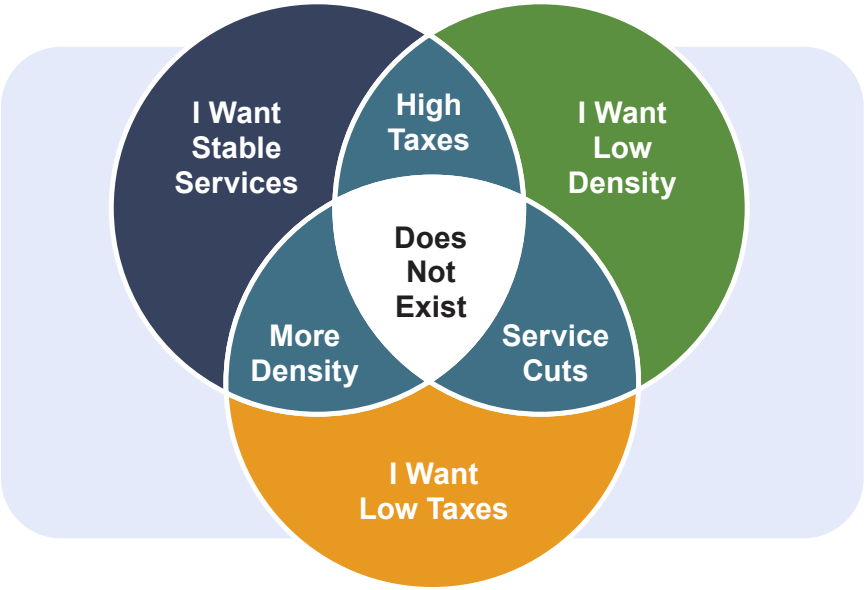
Goal 5: Promote effective management and mitigation of negative growth impacts.

Strategy 5.1 Encourage the donation of scenic easements by private property owners and identify scenic viewsheds worthy of protection.

Strategy 5.2 Consider the creation of a Regional Water Advisory Committee.

COST OF DEVELOPMENT

The levels of service a community wants and the ability to finance those services are often out of balance. Reducing or eliminating services can risk a community's health, safety, and welfare. Cities must balance these risks against the public's desire for new or more services because of the limited ability to generate additional revenue. In Arizona, there are five primary revenue sources: sales tax, local property tax, state-shared revenue, user fees, and development impact fees.



"As we have conversations about the future, it is important to understand the relationship between our service levels and the two ways we support those services—taxes (or tax rate) and density/growth (or number of taxpayers). There's a close relationship between service levels, tax rates, and growth, illustrated fairly well with the Venn diagram. Essentially, we get to pick two and the third becomes a consequence. If we choose high service levels and low taxes, we'll need to find more taxpayers through additional density or growth. If we choose low growth and low taxes, revenues will not be sufficient and our service levels will be forced to decline.

There's something to be said for trying to balance all of these elements, and there's not necessarily a "right" answer, but as we continue to have conversations about the future it will be important to remember this connection between the services we want and the revenues needed to support them."

— Dallin Kimble; City of Prescott City Manager

SALES TAX

Sales tax, also known as a privilege tax, is usually paid by the consumer at the point of sale. It is itemized separately from the base price for certain goods and services, including all construction. The tax amount is calculated by applying a percentage rate to the taxable price of a sale. Most sales taxes are collected from the buyer by the seller, who remits the tax to the City. An advantage of sales tax over other forms of taxation is that it is simple to calculate and collect. The beginning of 2024, the City sales tax was 2%, and the combined tax rate (State, County, and City) is 8.35%.

In November 2024, Prescott voters approved Proposition 478, which increases the City's Transaction Privilege (sales) tax by 0.95% to support additional public safety infrastructure and operational costs. As a result, the City's transaction privilege (sales) tax increased from 2% to 2.95% at that time. Proposition 478 ensures a reduction of the City Tax rate to 2.75% by December 31, 2035, after the Capital infrastructure costs are paid off.

CITY PROPERTY TAX

Primary property tax is a tax levied on real or personal property and is not a viable long-term revenue source for the operation and maintenance of City services due to state constitutional limitations on cities and towns. These restrictions limit annual primary property tax levy increases to 2% plus an allowance for new construction. Without a voter-approved state constitutional amendment to increase the cap from 2%, the community is not able to use primary property tax to generate substantial funds which would decrease reliance on sales taxes.

Secondary property taxes must be approved by voters and are used for bonded debt on capital projects.

INTERGOVERNMENTAL REVENUES

Intergovernmental revenues are funds received from other governmental entities (state, federal, county, tribal, and other cities). They take the form of shared revenues, contributions for specific projects, grants, and funds for joint projects. Prescott has several sources of shared revenues, which are used for general operating costs, street projects, drainage projects, library services, and numerous grant projects ranging from the airport to public safety.

USER FEES

User fees are charged by enterprise funds for services such as water service, sewer service, and recreation fees. It is beneficial to regularly update and maintain user fees to accurately represent the current costs of services.

DEVELOPMENT IMPACT FEES

Impact fees are intended for growth to pay its proportional share rather than placing the entire burden for infrastructure demands created by growth on existing citizens. Examples are police, fire, water, and wastewater fees. Prescott implemented residential impact fees in 1979. A review of the costs to service new residential development must be made periodically and the fees adjusted accordingly. Consideration must also be given to the potential negative effect of impact fees on development. Prescott impact fees were last reviewed and updated in 2024, and were effective January 1, 2025 (**https://prescott-az.gov/utility-billing/current-rate-study/**).

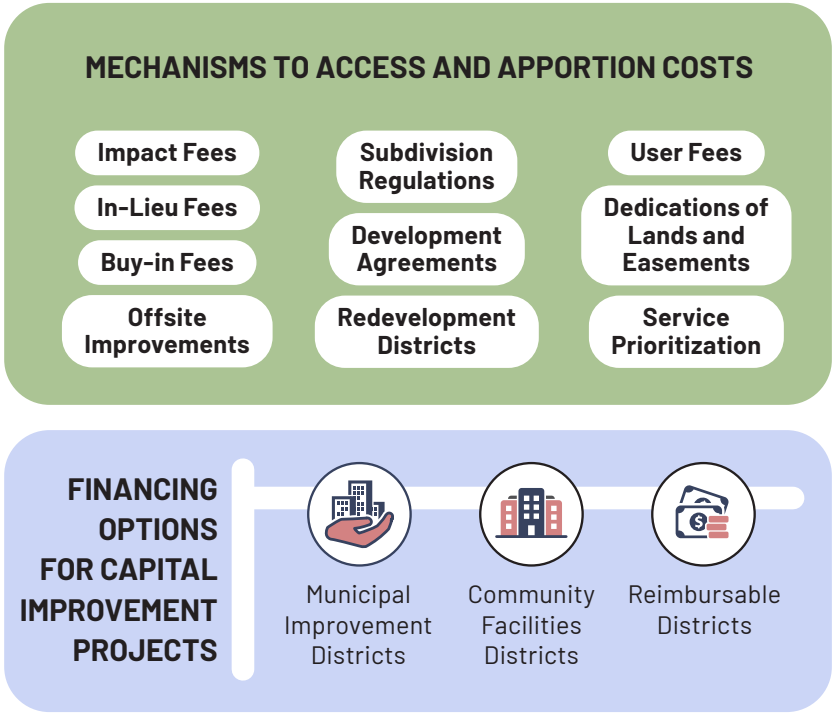
Along with impact fees, building permit fees, and planning application fees are charged to pay planning and inspection costs for the development of new buildings. Building permit fees are reviewed regularly. Periodically, the costs of new residential construction should also be reviewed periodically.

Annexations with Existing Infrastructure

Existing residential areas seeking annexation should bear the cost of bringing infrastructure, such as streets and water and sewer systems and services such as police, fire, and sanitation up to City standards. This is done so that current City residents do not have to bear the cost of bringing infrastructure up to standard for areas initially developed outside of the City. The exception to this policy would be where an overriding public benefit is involved, justifying a taxpayer investment in infrastructure upgrades.

COST ALLOCATION MECHANISMS APPLIED TO NEW DEVELOPMENT

These are the mechanisms, allowed by state law, to assess and apportion the costs associated with new growth and development:



In cases of an overriding public benefit, it may be appropriate for the City to absorb some or all of the cost of new infrastructure or services necessary to accommodate new development or upgrade essential city services through Council negotiated Development Agreements (e.g. in the case of Costco and Trader Joe's). An example might be to establish or extend a major transportation link considered critical to the City's strategic goals. Funding sources could be general fund revenues, primary and secondary property taxes, transaction privilege (sales) taxes, bed taxes, excise taxes, voter-approved bonds, revenue bonds, and municipal corporation bonds.

COST OF DEVELOPMENT GOALS AND STRATEGIES

Goal 1: Continue to require development to pay its fair share using impact fees, buy-in fees, off-site improvement charges, and other legal means.

Strategy 1.1 Require developed areas seeking annexation to bear the costs of bringing infrastructure up to existing city standards unless a clear public benefit is demonstrated justifying a waiver of standards.

Strategy 1.2 Review and update primary revenue sources and cost allocation mechanisms to assess and apportion the costs associated with new growth and development paying for itself.

Strategy 1.3 Consider the use of bonding options for major capital improvements such as the airport expansion or road network and parking improvements.

WORKFORCE HOUSING

Over the past decade, the City of Prescott experienced population growth, especially among the retiree demographic, as well as gradual job growth. Unfortunately, housing affordability and availability for the local workforce did not keep pace with this growth and has become an increasingly pressing issue, negatively affecting commuting traffic on City roadways. Though Prescott prides itself as "Everyone's Hometown," the housing supply skews heavily towards low-density, large square footage, suburban-style single-family homes, with limited, financially attainable workforce housing options.

If unaddressed, lack of workforce housing could constrain future economic growth and undermine quality services as workers face rising housing costs. Recruitment and retention of a strong and stable workforce will continue to erode. Prescott residents are experiencing longer wait times, reduced service levels, and, in some cases, the need to go outside of the area for services. There may also be an overall increased cost of services locally. Prescott may experience less diversity in population, and essential service providers, like Police, Fire, teachers, and healthcare workers, will be disconnected from the community.

This section of the general plan provides a high-level analysis of trends and issues in the local housing market. It sets out strategic goals to increase housing stock of all varieties, incentivize workforce housing production, provide recommendations for policies and programs promoting workforce housing, and educate the community, especially where opposition to any new development might exist. These strategies aim to facilitate mixed income, mixed-density housing development, increase rental and ownership options, reduce cost barriers to housing, and align supply with the needs of current and future residents. Only by taking proactive steps towards a more balanced housing supply can Prescott maintain its longstanding vision as a welcoming and sustainable hometown for all.

GENERATIONAL AND LIFESTYLE DIVERSITY

achieve a sustainable community, Prescott strives to offer a balanced mix of homes for all types of households. Our community needs residents who can support a healthy, thriving economy through service jobs, professionals of all types, as well as retirees. The median age in Prescott is now 60.5 (median age in Arizona is 38.8), and 40% of the Prescott community is above 65 years of age. That represents a significant increase from retirees making up 30% of the community in 2010 and 27% of the community in 2000.

The average number of people per household declined from 2.11 in 2000 to 2.03 in 2010, but seems to have leveled out at 2.02 in 2020. The number of families actively raising children within Prescott is on the decline, while the percentage of people living alone is on the rise. Only 12% of the Prescott population is under 18. With the decreasing school-aged population, two elementary schools have forever closed their doors: Washington Traditional Elementary closed in 2015 and Miller Valley Elementary in 2017. These conditions are the result in part from the aging baby-boomer (post World War II era) generation, as well as from large numbers of retirees who have relocated to Prescott.

Another contributing factor to declining age diversity has been a growing lack of low to moderate-income housing options available in the community. These concerns were noted in the 1990, 1997, 2003, and 2015 General Plans. Providing for the housing needs of a balanced community has been and remains a particular

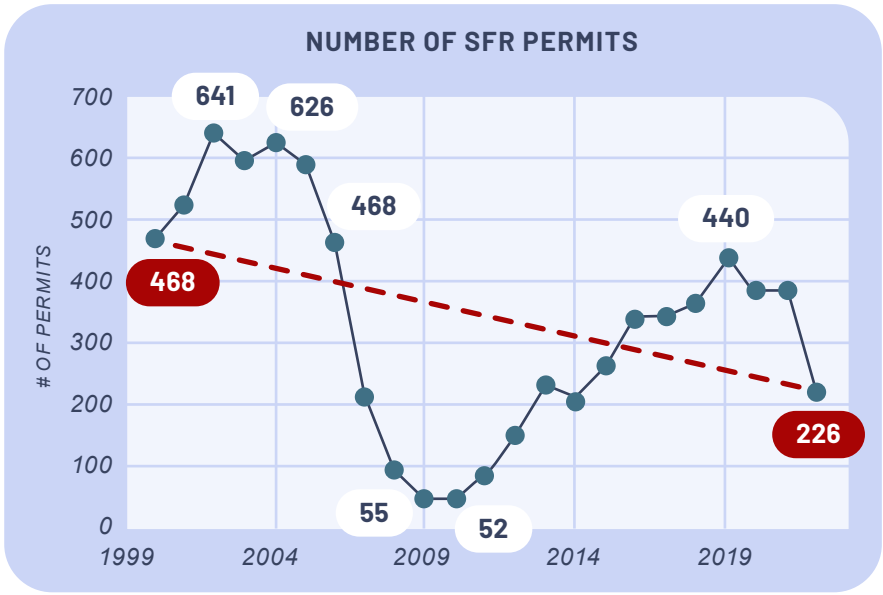
challenge in Prescott due to the growing percentage of the retiree population. Balanced housing needs require the promotion and availability of a variety of housing types and encouraging sufficient numbers of housing units for all income groups. This is a direct result of the aging demographic trends.

In the last decade, market-based housing development in Prescott consistently favored large single-family homes in large lot subdivisions. However, with Prescott remaining a retirement destination, smaller houses on smaller lots may occupy a greater share of the market in the next decade. This trend has continued and must be met with strategic planning and action in order to ameliorate the impacts to the community.

HOUSING TRENDS: VARIETY, AFFORDABILITY, AND QUALITY

Prescott's housing stock varies in price, style, and quality depending on the neighborhood's age and location within the city. The earliest neighborhoods near downtown were built on a compact grid of small lots with modest-sized homes, many with access to mixed use corridors, a pattern still seen today in the city's core. However, starting in the late 1970s, suburban-style subdivisions on larger lots emerged on the outskirts and rapidly expanded through the 1980s/1990s economic boom, providing new single-family housing stock. This lower-density suburban growth continued until constrained by the 2007 economic downturn. According to Census data, total housing units grew from 17,144 in 2000 to 22,159 in 2010, an increase of 29.3%. Housing unit growth slowed to 14.5% between 2010 and 2020, from 22,159 units to 25,367 units.

In the early 2000s, Prescott saw record numbers of single-family housing permits, with totals peaking at 641 in 2002, 598 in 2003, and 626 in 2004. However, permits dropped dramatically during the Great Recession, hitting a bottom of just 52 single-family resident (SFR) permits issued in 2010, reflecting the housing crisis's severe impact on new construction. Though single-family permits rebounded to 233 issued by 2014 as home building resumed post-recession, they peaked again in 2019 with 440 SFR permits issued that year. However, most likely due to the COVID-19 pandemic, the number of housing permits issued once again dropped rapidly. In 2022, only 226 SFR permits were issued, as shown below.



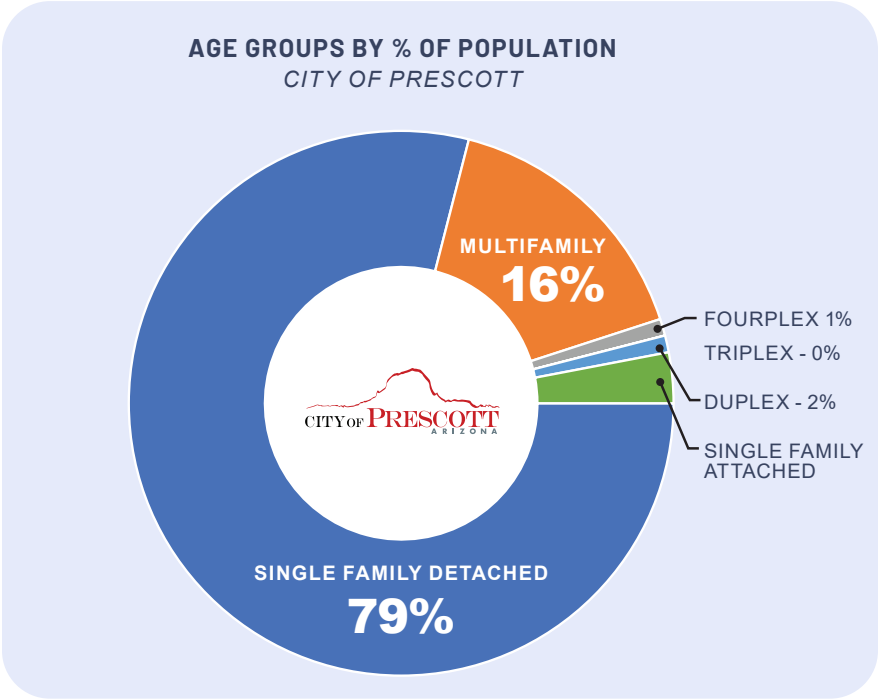
Source: City of Prescott Building Department

Compared to single family residential construction, there was limited multi-family residential development from 2000 to 2014 in Prescott.

According to building permit data, many years saw zero multi-family permits issued, reflecting a lack of focus on this type of housing during this period. With so little multifamily housing construction, Prescott's housing availability was negatively impacted. There were major zoning issues, including a lack of appropriately zoned multi-family sites and difficulties rezoning to higher densities. Impact fees and other costs that substantially increased on a per-unit basis also discouraged multifamily projects. Additionally, community opposition to proposed multifamily housing was significant during this period. Of primary concern were higher densities, traffic impacts, effects on neighborhood aesthetics, property values, possible loss of open space, potential increased crime, and threats to existing neighborhood character. While these are concerns, they are not all necessarily based on fact. Education on the true impact of the development of low- and moderate-income housing should be a focus to build community consensus and steward future healthy, balanced growth.

From 2015 to 2021 there was an encouraging uptick in multifamily permits issued in Prescott; however, in 2022 no new multifamily construction permits were issued (refer to the top graph on the right). The demand for multifamily housing significantly outweighs the limited supply. There have been a few higher-end multifamily projects, senior care complexes, and built-to-rent projects constructed in recent years. A recent development in Prescott is the built-to-rent product. Currently, two built-to-rent projects are moving through the approval and construction process. These units are intentionally built as a rental product that is small and detached with a single-family, cottage-like feel. As the name implies, these built-to-rent projects are constructed on a single large parcel, and instead of being stacked vertically, the units are nestled closely together to maximize density.

In recent years, manufactured home technology has greatly improved, resulting in high-quality, energy-efficient, and aesthetically pleasing housing options that can blend seamlessly with traditional site-built homes. Given these advancements, there is a growing need for greater flexibility in the placement of manufactured housing throughout the city. Updating zoning regulations and land-use policies to reflect these improvements could increase affordable housing options, promote mixed-income communities, and reduce stigma associated with manufactured homes. This flexibility would allow the City to take advantage of infill opportunities, provide more housing choices for the local workforce, and accelerate the creation of new housing units to meet demand. By revising codes, updating design guidelines,



Units per Build-Type, 2000 - 2002. Source: City of Prescott Building Department

and educating the public about modern manufactured housing, the City can leverage this improved technology to address workforce housing challenges more effectively while creating diverse, inclusive neighborhoods.

Overcoming remaining barriers such as zoning issues, extended timelines for current Water Management Policy processes, development costs, and community opposition will be key to further expanding multifamily and other housing options.

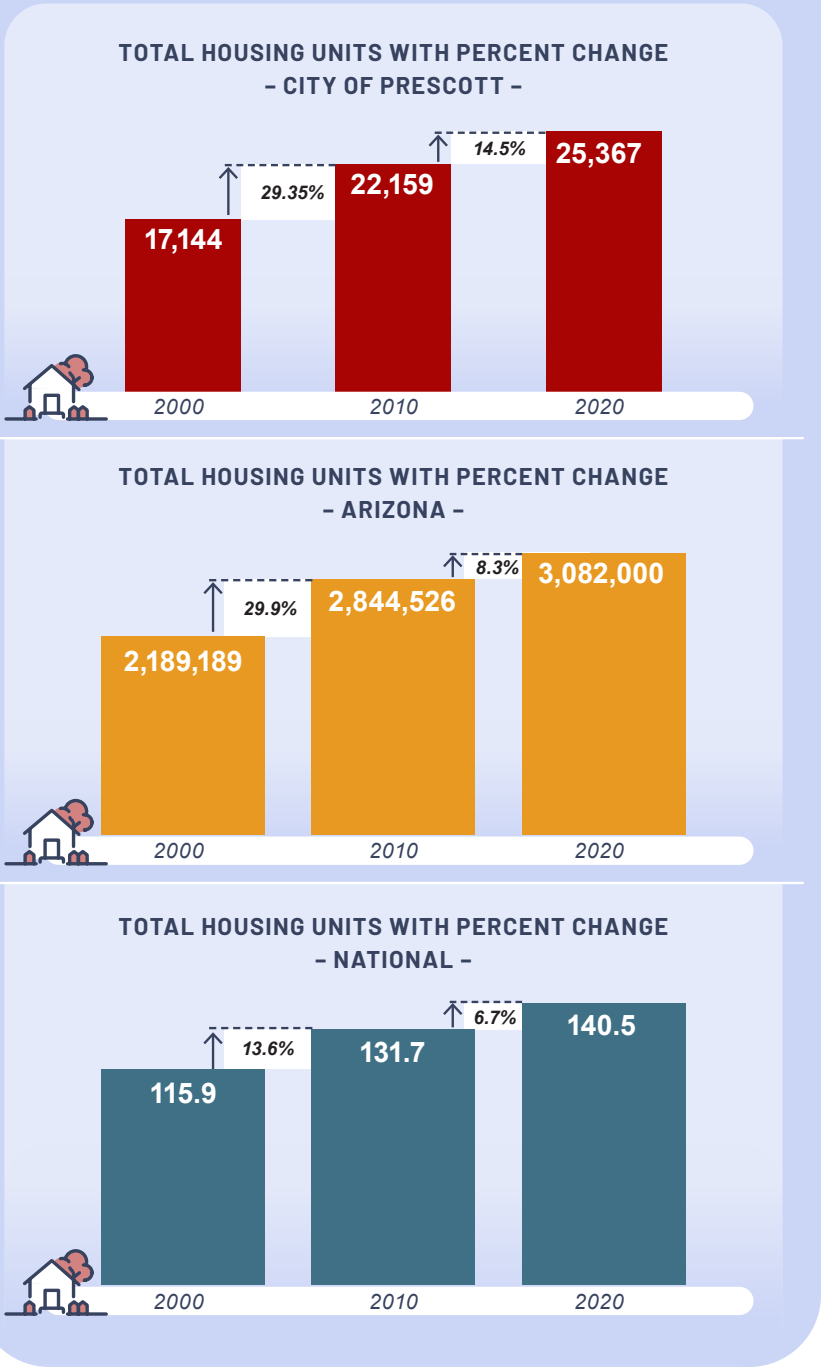
THE ISSUE OF HOUSING AFFORDABILITY IN PRESCOTT

The issue of housing affordability began decades ago, but no real sustainable solutions have been offered as many communities, including Prescott, continue to grapple with this critical use. As of December 2022, the Arizona Department of Housing estimates that Arizona alone is nearly 270,000 units short of the current demand for housing.

In the Fall of 2022, the City's Human Resources Department conducted a city employee survey focused on housing. Out of the 235 employees taking the survey, 41% stated they live in the city limits. The majority of employees living outside the city limits desired to reside in Prescott but found it impossible due to high housing costs. Of those surveyed, 76% stated difficulty finding housing. The City's Workforce Housing Committee estimates a housing deficit for workforce housing of 1,200 to 1,500 units.

According to the Prescott Area Association of Realtors (PAAR), the median price of a home sold in Prescott is **$523,000.** Prescott Valley's median sales price is **$437,000** for the same period.

According to the National Association of Realtors (NAR), the national median sales price is **$391,800**. The figure below shows the median home sales price in the Tri-City area dating back to 2003.



(National data from US Census)

Homeowners and renters in Prescott are spending a greater portion of their income on housing compared to the state average. It is common knowledge that the surrounding towns of Dewey, Prescott Valley, and Chino Valley have acted as bedroom communities for the workforce that supports the services within the city. However, with high mortgage loan interest rates and high average home sales prices, even these communities have virtually no housing options to offer the average working family. Without housing to support the workforce in an area, recruiting that workforce becomes more difficult, especially when potential workers are from out of the area and need to relocate. As with recruitment, retention may also become an issue that impacts service levels for all industries by the lack of a quality workforce as these workers will become displaced to areas with a lower cost of living and more housing options. Therefore, it is vitally important to establish policies that support the construction of housing that is conducive to the workforce, reduce any regulatory hurdles that discourage the potential for workforce housing, and investigate alternative construction methods or materials that ultimately decrease the cost for the homebuyer.

FORMULATING WORKFORCE HOUSING SOLUTIONS FOR THE CITY OF PRESCOTT

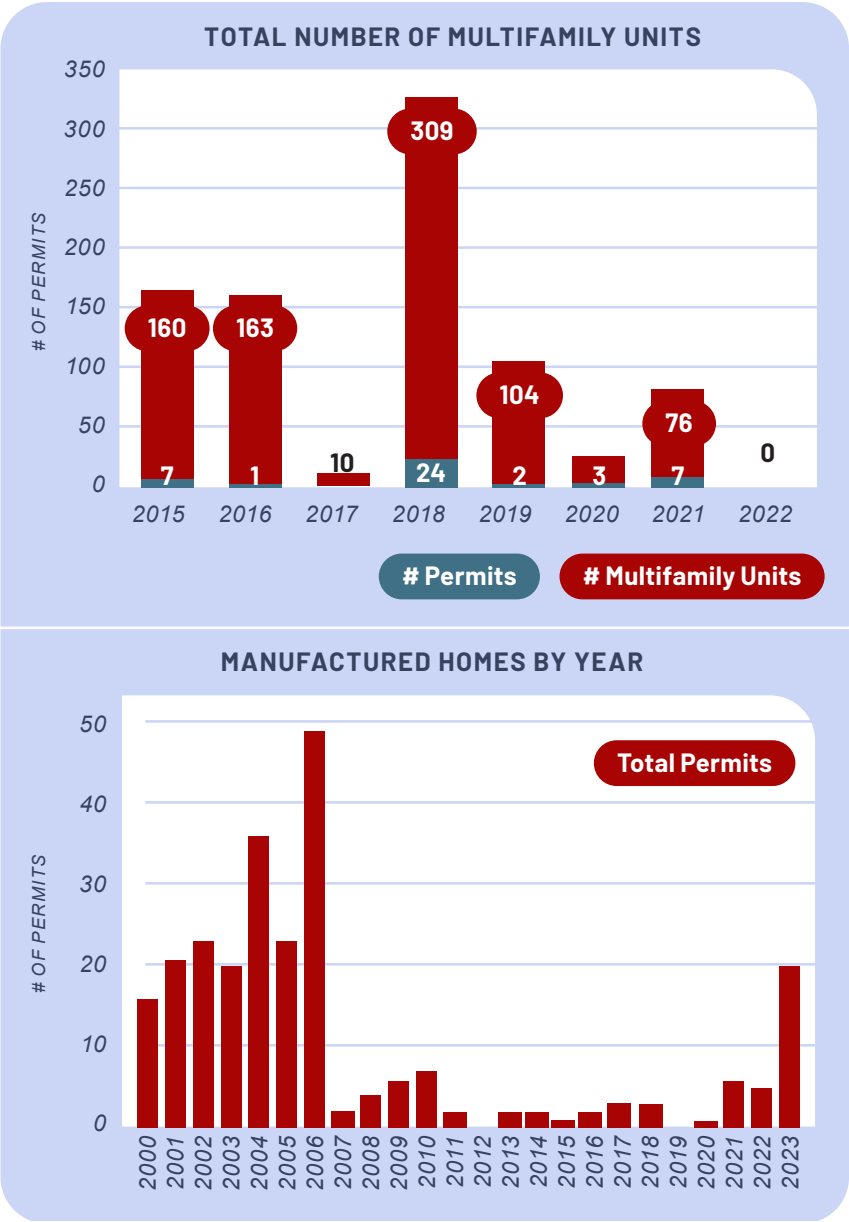
This issue requires the implementation of various strategies to begin moving the needle on the workforce housing crisis. It cannot be solved by just Prescott, neighboring jurisdictions, or private developers and builders. It requires both a regional public effort and private stakeholders to come together with the community to push these types of projects forward.

The City's Workforce Housing Committee is currently working on a housing needs assessment for participating stakeholders and several specific goals and objectives related to the general strategies recommended in this section. In 2024, the City was awarded a grant from the Arizona Department of Housing (ADOH) State Housing Trust Fund (SHTF) in the amount of $200,000 to assist local jurisdictions in the development of a housing plan. This grant will be used to conduct a housing needs assessment and, using that assessment, to create a housing plan and implementation strategy for the plan. It is anticipated that many of these goals, as well as those within this General Plan, will be implemented within three years, with notable improvements to the workforce housing situation in Prescott by the next General Plan update.

Various strategies should be employed to ameliorate this issue, ranging from underlying zoning flexibility and prioritization for these projects within adopted code and policies, to site layout and design approaches, to working with builders to investigate new technologies in construction techniques and methods. Production strategies may be helpful, such as developer incentives targeted to increase the supply of housing for potential workforce households at or below the median income.

The City Council could consider a Workforce Housing Policy. This policy could propose a recommendation that new developments and commercial facilities include a percentage of workforce housing units or a fee-in-lieu of units per project. The policy could also encourage the prioritization of annexations that present higher density workforce housing development and encourage housing products of all types, including single-family, manufactured or factory-built, townhomes, and other multifamily housing products.

To further incentivize workforce housing, the current Water Management Policy could be revised to include prioritizing



Source: City of Prescott Building Department

workforce housing projects. Developers, builders, and lenders are hesitant to move forward on projects that do not yet have all entitlements, in this case, water. Prioritizing the approval of water for workforce housing projects will greatly encourage these developments to move forward.

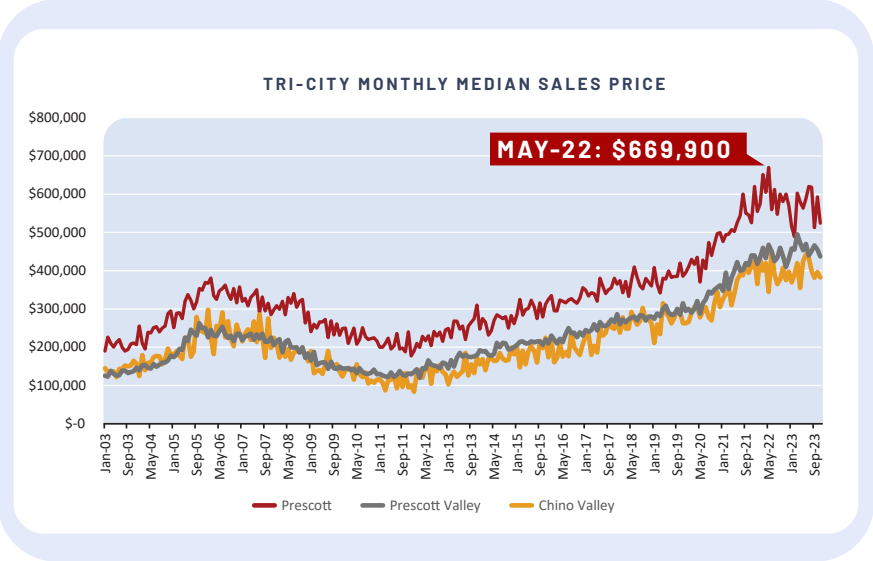
The City can improve its housing stock, which will, in turn, benefit workforce housing, in an expeditious manner by amending its code regarding accessory dwelling units (ADUs). An ADU is a smaller, independent residential dwelling unit located on the same lot as a stand-alone (i.e., detached) single-family home. Other terms for ADUs include guest quarters, granny flats, and in-law units. At this time, ADUs are prohibited from being long-term rentals in all residential zoning districts within the City of Prescott. A long-term rental is defined as a tenancy of greater than 30 days at a time for the purpose of adhering to regulations set forth for short-term and vacation rentals by ARS 9-500.39. A recommendation is to amend the code to allow for long-term rental ADUs.

Additionally, as was stated in the 2015 General Plan, a countywide housing authority may be an effective way to influence the balance and affordability of housing. However, other organizational frameworks could pull many regional stakeholders together, such as forming a community land trust or partnering with a housing counseling agency. Regardless of the type of organization to be formed, Prescott should support the creation of a regional housing organization.

Economic development and the creation of better-paying jobs in the community will raise the average household income and could afford families access to a greater range of housing choices. Various strategies to promote higher-density development and

more compact forms may reduce housing production costs and consumer prices. The rehabilitation, restoration, and preservation of existing housing stock will support a greater diversity of housing options and price ranges, maintain the quality of housing stock, and maximize existing infrastructure investments.

Other challenges to the integrity and character of residential areas must be monitored and addressed as needed. Business uses infiltrating into established residential areas can have adverse effects on the peace and quiet of neighborhoods. Uses that operate in a manner significantly different than traditional single-family homes may require regulation and enforcement to a higher degree than typical residential uses.



URBAN DEVELOPMENT ISSUES

Until the 1980s, most residential subdivisions in Prescott were designed using a 7,500 to 9,000-square-foot lot size. A median lot size of 22,000 or more square feet has been typical in recent years. Likewise, typical dwelling size has undergone a transformation from an average of 1,760 square feet during the 1970s and early 1980s to an average of more than 2,800 square feet by 2000. In late 2007, the economic slowdown caused the construction of new housing to cease. However, new residential development appears to be resuming this pattern in Prescott of high-end single-family residential, in low-density, large-lot subdivisions located predominately away from the city center.

A lower-density form of development can also increase the community's dependence on the private automobile as a means of transportation, with the corresponding increases in traffic volumes and demand on the road network. This continuing preference for large lots and low-density subdivisions is a pattern typical of suburban development which has been termed "sprawl." The lower density, combined with the trend to locate these neighborhoods at the urban fringe (as opposed to infill development), places greater demands on water, sewer, and road infrastructure with more mainlines, longer mainlines, and more lane miles of roads. Most of the initial costs are passed on to the home buyer and result in higher housing costs. However, all City residents inherit the costs for maintenance in perpetuity of expanded infrastructure.

While recent residential growth has followed this suburban pattern, new policies should aim to diversify housing options by promoting higher-density and multi-family development. As is the case with many multi-family developments, higher-density or clustered single-family developments can reduce overall infrastructure improvement costs.

Reducing impediments to infill by clustered or other compact development types can encourage a wider variety of housing types to be built and improve the balance of housing available in the community. There are many vacant lots scattered throughout Prescott that offer opportunities for smaller-scale developments. Many of these in-fill lots of offer existing water, sewer, and road infrastructure that reduce the costs of development. However, there are many large parcels left vacant due to infrastructure design or construction challenges.

EFFECTS OF ZONING

Generally, zoning separates industrial, commercial, and residential uses and assumes that these use categories are incompatible with one another. Traditional zoning controls development density through parameters such as floor-area ratio, dwellings per acre, setbacks, parking ratios, and automotive traffic flow.

Rezoning applications to increase density, allowing more homes per acre, are often met with opposition from neighboring residents. Decreased density encourages sprawl and discourages sustainable compact developments such as high-density single-family subdivisions, clustered homes, manufactured or factory-built homes, or multifamily housing. There is a diminishing supply of developable land zoned for these housing types. Planned Area Development (PAD) provisions of the Land Development Code encourage the production of townhouse, clustered, and patio lot housing units. However, relatively few of these housing types are available in Prescott. Housing affordability and workforce housing will require a change in zoning in most areas to allow the addition of high-density housing choices.

WORKFORCE HOUSING GOALS AND STRATEGIES AS APPROVED BY CITY COUNCIL

Short-Term Goals (1-3 years)

1. **Pursue Match Funding for a Full-Time Workforce Housing Facilitator Position or Engage a Third Party**
2. **Formalize a Third-Party Stakeholder Organization Group**
3. **Create Two Separate Educational Packets, one for developers/builders and the other for the workforce that could use these services and opportunities.**
4. **Research the Best Financial Program Solutions for the City and Stakeholders**
5. **Accessory Dwelling Unit (ADU) Code Revision to increase supply for long-term rentals that can serve workforce housing**
6. **Create a Workforce Housing Policy for Council Consideration**
7. **Finalize City 'Home of My Own' Program via a Memo of Understanding with Yavapai County**
8. **Community Outreach**
9. **Set Up a Fund Account for Workforce Housing**

Long Term Goals (3-5 years)

1. **Facilitate or Partner in Creating a Tangible Product**
2. **Create a Regional Workforce Housing Strategic Plan**
3. **Identify the Number of Units Needed**

HOUSING AFFORDABILITY AND WORKFORCE GOALS AND POLICIES

Goal 1. Promote rehabilitation and preservation of existing housing stock to maximize the longevity of those units and encourage a diversity of housing options.

Strategy 1.1 Implement or continue, under city sponsorship or in partnership with community agencies, programs such as Community Development Block Grants (CDBG) to provide housing rehabilitation funds and grants for owner-occupied dwellings.

Strategy 1.2 Investigate the feasibility of establishing (under city sponsorship or in partnership with community agencies) revolving loan funds for housing rehabilitation.

Goal 2: Promote a balanced community with a diversity of residential types and prices by encouraging infill development of higher-density single-family and multifamily homes.

Strategy 2.1 Seek out developers and not-for-profit organizations specializing in producing attainable housing for the workforce and assist them in locating and obtaining zoning entitlements for housing development to address the deficit in affordable housing for key workforce sectors.

Goal 3: Prepare a conceptual housing plan for the City and partners that includes a full needs assessment and addresses, at minimum, housing availability and variety, housing quality, affordability, and partners.

Strategy 3.1 Conduct a new Prescott Housing Needs Assessment (previously conducted in 2017) to accurately inventory housing needs and availability by unit price and income level affordability.

Strategy 3.2 Work with non-profits, builders, and property owners to proactively identify and plan sites suitable for affordable housing development.

Strategy 3.3 Consider regulatory incentives such as deed restrictions, expedited plan review, density bonuses, parking or setback requirements, or dedicated water allocations to promote and maintain workforce housing development. Parking requirement incentives should be accompanied by thorough evaluations and analysis of the conditions and needs of the surrounding neighborhood.

Prescott Regional Airport, Ernest A. Love Field

PRC/Ernest A. Love Field serves the Northern Arizona region and is owned and managed by the City. This General Plan recognizes the airport as both a transportation asset and an economic engine for the city and the region. PRC is one of the nation's busiest airports in terms of total aircraft operations due to heavy flight training activity and is continually open for public use. In 2024, PRC exceeded 360,000 total operations, with increased flight operations/ training expected in future years, was ranked the 22nd busiest U.S. airport. Future use is expected to exceed 1,000 operations per day.

Currently, SkyWest Airlines provides daily flights to Los Angeles (LAX) and Denver (DEN). Only two airports provide non-stop commercial air service for all of Northern Arizona, PRC and Flagstaff's Pulliam Airport. In 2024, PRC had 25,308 total passenger enplanements with two departures and two arrivals per day. Cutter Aviation is PRC's Fixed Base Operator (FBO). Cutter supports private, corporate, and charter air flights, along with aircraft fueling. There are multiple flight training schools at the airport. Embry Riddle Aeronautical University is the nation's largest, oldest, and most comprehensive aeronautical university, with over 80 fixed-wing aircraft, and has a large campus in Prescott with flight training operations at PRC. The United States Forest Service (USFS) Northern Arizona Prescott Fire Center, and the Henry Y.H. Kime Aviation Facility operations are based at the airport as well. Airport operations are the result of 350 based aircraft, many of which are hangar tenants, transient general aviation aircraft, flight training, air cargo, the forest service fire-fighting operations, and commercial air service. In addition, much of the land at and near the airport is designated for industrial uses and more intense commercial operations related to the airport and includes a significant number of the region's manufacturing and technology business opportunities.

The 2019 Airport Master Plan, the 1997 Airport Business Plan, and the 2001 Airport ASAP were adopted to address airport land use protection, and to assure the continued economic vitality and modernization of the airport infrastructure. The Town of Prescott Valley and Yavapai County each informally agreed to accept the Airport SAP as the basis of their future land use decisions for lands near the airport, but this has not been maintained. Regional cooperation in land use is required to maintain positive interjurisdictional efforts to protect regional assets and will be needed in order to update the plans.

Airport land-use protection must be addressed to ensure compatible development and the continued economic vitality of the airport. Residential subdivisions now surround PRC. Additional subdivisions, both within the city and in unincorporated areas, are

possible near the airport. Development issues raise the need for regional cooperation to address airport land use, airport noise, and other concerns to ensure further residential or other incompatible land use infringement on the airport does not occur.

The adopted Airport Vicinity Overlay (AVO) District into the Land Development Code, provides standards for the avoidance of obstructions that may destroy or impair the airport's utility, create flight hazards, or jeopardize the public investment therein. Included in the AVO are criteria that complies with FAA standards for noise awareness and mitigation. These standards will protect airport viability in support of commercial service, general aviation, and public safety/fire management, that protect the public health, safety and general welfare.

PRC is a substantial transportation and economic asset to Prescott and the surrounding areas. The airport is postured for economic growth and can be further developed in this regard by enhancing air transportation for the region. The 2019 Airport Master Plan, adopted by City Council in 2019, provides a 10-year plan for quality facilities and services to accommodate the needs of many different aviation interests, such as Embry-Riddle Aeronautical University, flight-training schools, airlines, airport-dependent businesses, general aviation, repair shops, fuel and aircraft support services, Med Evac, and recreational and governmental uses. Airport operations rely heavily on federal and state grant funding for major capital improvements and safety projects. Future sharing of funding, operations, oversight, and the airport's benefits with neighboring jurisdictions may achieve greater expansion and economic vitality. This will help fund the needed runway extension and new control tower that are needed to increase safety and efficiency while increasing operations.

This General Plan recommends that the Land Development Code and Airport SAP be amended to acknowledge FAA guidelines and standards reflected in the current Airport Master Plan, to ensure the future viability of the airport and surrounding airspace. Furthermore, it is recommended that the Airport Business Plan be updated to promote the continued vitality of the airport as an economic engine.

AIRPORT GOALS AND STRATEGIES

Goal 1: Expand the regional transportation role of PRC.

Strategy 1.1 Create a new Airport Business Plan to guide the operation and development of the airport to become an economic engine.

Strategy 1.2 Update the 2019 Airport Master Plan in 2026 and the 2001 Airport SAP to address airport land-use protections coordinated through cooperation with surrounding jurisdictions.

Goal 2: Apply compatible land uses within the airport impact zones.

Strategy 2.1 Protect the airport from encroachment of incompatible land uses through amendments to the Land Development Code and Airport SAP, incorporating FAA guidelines and best practices, and the enforcement of land use designations, policies, and zoning designations.

Strategy 2.2 Establish an airport area commercial/employment zoning district, which does not permit residential uses, to assure commercial land and compatible development in close proximity to the airport.

Strategy 2.3 Protect the crosswind runway (12-30), with assistance from ERAU, USFS, commercial and non-commercial airport users.

Strategy 2.4 Assess appropriate locations and densities of residential development within the greater airport influence area, taking into consideration airport activities, surrounding land uses, access, community plans, zoning, and other input from applicable surrounding jurisdictions, property owners, and other interested parties.

Goal 3: Support existing and future employment and business centers.

Strategy 3.1 Evaluate airport sites and identify parcels that are suitable for new employment centers that capitalize on aeronautical access and airport proximity.

Strategy 3.2 Consider improved roadway access for businesses in the airport vicinity.

CHAPTER 5

COMMUNITY QUALITY

Prescott is a desirable place for people to live, work, and play. It is an environment with reputable healthcare and education systems, unique historic character, and diverse cultural amenities, which all contribute to the overall quality of the community. This chapter addresses the importance of each of these contributing factors in keeping Prescott a place where families and neighborhoods flourish.

The Prescott Police Department

The Prescott Police Department strives to serve the citizens of Prescott with respect, fairness, and sensitivity. The Prescott Police Department provides quality police service in partnership with other members of the community through innovative police practices and proactive problem-solving techniques.

The Prescott Police Department consists of multiple bureaus and sections to include: Animal Control, Bicycle Patrol, Community Services, Communications, Investigations, K-9 Patrol, Patrol Operations, Property Evidence, Records Section, Special Operations Bureau, Support Bureau, SWAT, and Traffic Safety.

"Directed Patrol" is a police management strategy designed to increase the productivity of patrol officers through the analysis and evaluation of patrol techniques. Officers are directed to patrol targeted areas and focus on specific activities. Problem Solving Policing Strategies combines multiple strategies for a comprehensive community policing approach. Community Policing consists of two core components: community partnership and problem-solving. The Prescott Police Department is committed to providing the best service in the region.

Business and Block Watch, Shop with a Cop, The Role Model Scholarship (Prescott High School), security surveys, and crime prevention through environmental design are all Prescott Police Department-related educational opportunities for the community, which foster an exchange of information. These programs lead to partnerships, which result in a team approach to the problems that adversely affect our community.

The Community Services Section of the Prescott Police Department is a work group dedicated to community policing and actively works with community members to solve issues in our community. Through the efforts of both community members and officers, a team approach is taken to form ideas resulting in a process where both officers and community members take ownership of the problem. The Prescott Police Department will continue to build relationships and partner with its community members to fulfill its mission to protect life, property, and the rights of those in Prescott.

For more details on the services provided by the Prescott Police Department visit https://www.prescottpolice.org/.

POLICE DEPARTMENT GOALS AND STRATEGIES

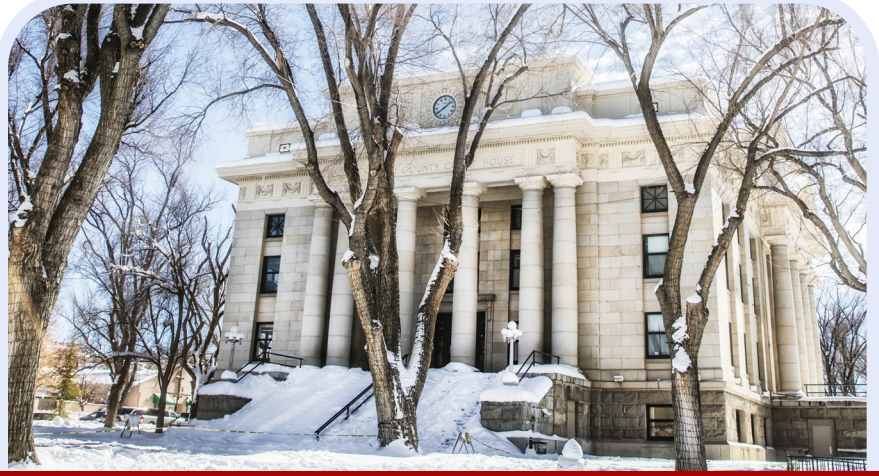
Goal 1: Safe Community – Provide a superior level public safety service through data-informed response to crime and community needs with a focus on quality of life, crime reduction, and enhanced traffic safety measures through sufficient staffing and employee retention.

Goal 2: Upgrade law enforcement facilities.

Strategy 2.1 Reorganize and remodel the current police facility to create new workspaces based on the need of a new station and sub-station.

Strategy 2.2 Analyze how much space is needed for a new police and evidence facility; in an appropriate location and with consideration of potential partnership and regionalization opportunities.

Strategy 2.3 Develop a new substation in the north area of Prescott that is possibly co-located with a new fire station near PRC.



Education

We recognize that our educational assets make a significant social and economic contribution to the community. There are three campus-based institutions of higher learning located in Prescott: **Embry-Riddle Aeronautical University, Yavapai College**, and **Prescott College.** Local colleges can draw high-end economic development to Prescott by providing an educated workforce. In some cases, providing for the needs of a specific industry, such as Embry-Riddle's aeronautics curriculum, is a benefit to PRC. Yavapai College provides workforce development through a trade school curriculum catered to the Prescott area and online learning options through Old Dominion University (ODU) Global. This provides a connection to Prescott's economic vitality.

Northern Arizona University (NAU) has a remote campus in Prescott Valley as well as online options that offer access to undergraduate programs.

There are currently 13 Joint Technical Education Districts (JTEDs) throughout the state of Arizona. JTED functions as an independent school district with its own elected governing board. In Prescott, our JTED is known as the Mountain Institute, which also serves the Ash Fork, Bagdad, Chino Valley, Humboldt, Mayer, Prescott Valley, and Seligman school districts.

The Mountain Institute Career Technical Education District (CTED) has access to additional funding as part of the JTED. This funding provides students access to career and technical education courses significantly greater than any individual district can provide. Charter school and home school students may also participate in JTED programs. The Mountain Institute JTED was approved by voters in the November 2008 general election and began classes in August for the 2009-2010 school year.

Yavapai College provides a hands-on environment through their School of Career and Technical Education (CTEC) under the instruction of experts before entering the workforce.

See www.yc.edu/v6/campuses-and-sites/ctec for more information about programs offered.

Library

Library Mission: We connect community members with innovative, value-added services to increase the quality of life and strengthen the fabric of our community.

The Prescott Public Library (Library) serves a vital role in the community, functioning as a center for information, culture, education and recreation for the city and surrounding areas. It is a vibrant hub that provides a wide range of crucial activities and services for the community's diverse population. As one of the founding members and largest library of the Yavapai Library Network, it helps to serve more than 50 public, school, academic, and special libraries through technological connections.

Free access to print books, magazines, movies, and electronic resources ensures that patrons have a wide range of materials to choose from, including significant resources for entrepreneurs and businesses. The Library supports economic development through access to databases, market research, and professional development materials. It serves as a valuable resource for local and regional information, helping community members stay

informed about local events, services, and issues. Programming is provided for all ages, ranging from storytimes for young children to educational workshops for adults and seniors. The Library is dedicated to inclusivity by providing specialized services and accommodations to individuals with disabilities and provides a Community Services Specialist who assists patrons in managing significant life changes.

Although books continue to be the core of library services, the Prescott Public Library has many other offerings that include a Library of Things, Seed Library, Culture Passes, a free video streaming platform, online books and audiobooks, a StoryWalk in Granite Creek Park, wireless connectivity, hotspots, Chromebooks and iPad Minis. In addition, meeting and study rooms, computers, Wi-Fi, printing, scanning, faxing and copying services are provided. Staff provide programs, technology assistance, teacher and student assistance, and many more services to the public.

The Friends of the Prescott Public Library (Friends) was founded in 1968 and raised almost two million dollars to enhance the Library between 2003-2006. They continue to support the Library through the sale of used books, magazines, movies and music donations to the public through their Book Sale located at the Library and through Amazon. Their support is vital to the success of the Library as they help fund a variety of projects, programs, and services for the library community.

The Library relies on the dedication of approximately 120 volunteers each year, who contribute their time in various capacities, including delivering books to homebound patrons, processing new acquisitions, and pricing items for sale. The commitment of these volunteers, along with the support of the Friends of Prescott Public Library, is essential to the Library's success and ongoing ability to serve the community effectively.

Prescott Public Library is open seven days a week and physically serves an average of over 1,000 patrons daily. Your library without walls is available 24/7 and offers eBooks, online resources like Value Line and Consumer Reports, streaming video, and six bookdrops for materials return across Prescott. The Library serves as an anchor for downtown Prescott and is a frequent stop for out-of-town visitors.

Learn more about the services and resources the Prescott Public Library has to offer at **https://prescottlibrary.info**.

LIBRARY GOALS AND STRATEGIES

Goal 1: Space and Sustainability

Strategy 1.1 Create purposeful, flexible, and accessible spaces to meet the diverse needs of our community. Increase study spaces, revamp the youth area, safe and secure bicycle parking, and add storage and parking to serve the increasing need in these areas of service.

Strategy 1.2 Reimagine internal and external spaces to promote social interaction and the Library as a community hub. Work with Parks and Recreation to determine an appropriate location for a library hold locker in the community .

Community Center

The Rowle P. Simmons Community Center found at 1280 E. Rosser Street is owned by the City and is home to two non-profit organizations: Adult Center of Prescott, Inc. and Prescott Meals-on-Wheels. Prescott Meal-on-Wheels offers both home delivery and a community café to serve the elderly.

It is the mission of the Adult Center of Prescott, Inc. to provide opportunities and facilities for social interaction, recreation, education, information, and entertainment to the adult population of the greater Prescott area. Services are delivered by staff and volunteers under the direction of an executive director.

The programs offered are varied and change from time to time. Activities and classes include bingo, card games, dance, exercise, billiards and fitness rooms, arts and crafts, computers, cooking, free concerts, seminars, and a thrift store. The Adult Center also offers rental spaces including a ballroom and meeting rooms for weddings, receptions, celebrations, parties, conferences, workshops, and vendor expositions.

Youth Programs

YMCA is a Youth and Government program is dedicated to empowering young leaders and promoting civic engagement among Arizona's youth. Through hands-on activities, debates, and mock legislative sessions, participants will develop essential leadership skills and gain a deeper understanding of our democratic process. https://prescottymca.org/youth-government

The Launch Pad Teen Center facilitates confidence and empowerment by providing teens in Yavapai County with educational and social opportunities that encourage learning, active community involvement, and the development of skills to become successful, empowered, contributing members of society. https://thelaunchpadteencenter.org/

The Boys and Girls Club of Central Arizona offers a safe place for youth to go to after the school bell rings and helps foster self-confidence and positive relationships with others. https://bgccaz.org/

Nature Niños Prescott is a free nature play program for families with children ages 0-8 in the Greater Prescott Area. Park Rangers and community partners lead child-centered events at a different family friendly trail each month. Events are led by staff with a strong understanding of child development and experience leading child-centered outdoor programs. https://prescott-az.gov/rec-services/programs-sports/nature-ninos/

Teen Task Force is a free City program for teens that seeks to enhance the community for current and future generations through fun and safe volunteering, peer support, and personal growth activities for local youth.
https://prescott-az.gov/rec-services/programs-sports/teen-taskforce/

The Prescott Junior Ranger Program teaches about following the Appreciate AZ Leave No Trace Principles and learn about our ecology, culture, history and outdoors.
https://prescott-az.gov/rec-services/programs-sports/junior-park-rangers/

Art, Culture, Events, and Museums

For a city our size, there is an impressive array of cultural and artistic attractions to bring visitors from near and far to visit year-round. Prescott is filled with talented artists, galleries, and museums. Downtown has many galleries that are part of the emerging art scene, the Granite Creek Trail mural, and four separate Arts and Craft Shows on the Courthouse Plaza.

MUSEUMS

- Sharlot Hall Museum
- Museum of Indigenous People
- The Phippen Museum – Art and Heritage of the American West

CENTERS

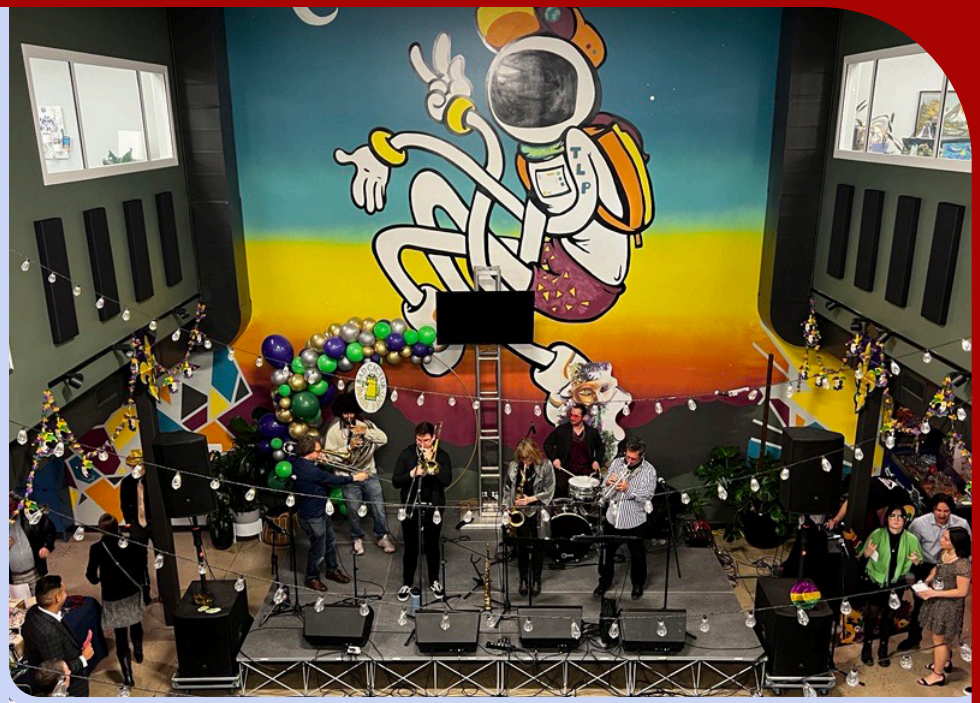
- Prescott Western Heritage Center
- Granite Mountain Interagency Hotshot Crew Learning and Tribute Center
- Natural History Institute
- Highland Center for Natural History

PERFORMANCE VENUES

- **Yavapai Community College Performance Hall**
  https://www.ycpac.com/
- **Historic Prescott Elks Theatre**
  https://www.prescottelkstheatre.org/
- **Hazeltine Theatre**
  https://www.the-hazeltine.com/
- **Ruth Street Theatre (Prescott High School)**
  https://sites.google.com/prescottschools.com/ruth-street-theater/events

EVENTS

- **Whiskey Off-Road Mountain Bike Race** in April
  https://epicrides.com/events/whiskey-off-road/event-guide/
- **Prescott Bluegrass Festival** in June
  http://www.prescottbluegrassfestival.com/
- **Prescott Frontier Days** and **World's Oldest Rodeo** in July
  https://worldsoldestrodeo.com/
- **Arizona Cowboy Poets Gathering** in August
  https://azcowboypoets.org/
- **Whiskey Row Marathon** in October
  https://whiskeyrowmarathon.com/
- **Acker Night Musical Showcase** in December
  https://www.ackernight.com/



Healthcare

Community Health Center of Yavapai (CHCY) is a Federally Qualified Health Center with locations in Prescott, Prescott Valley, and Cottonwood. CHCY provides primary medical care, gynecology/prenatal services, dental services, and limited mental health services. CHCY accepts patients with private insurance, Medicare, AHCCCS, and no insurance. Patients who are uninsured and low-income pay for services on a sliding fee scale based on their income. CHCY is a partnership of the Prescott Free Clinic, Inc. and Yavapai County Government.

The Dignity Health Yavapai Regional Medical Center Prescott Campus (Dignity) is a 137-bed facility, which is the cornerstone of the hospital's growing healthcare presence in western Yavapai County. Dignity provides state-of-the-art technology and offers area residents the skills of more than 265 physicians, whose practices cover multiple specialties to benefit people of all ages. Hundreds of professional nurses, therapists, technicians, support personnel, and volunteers play an equally important role in the hospital's mission to provide comprehensive, high-quality healthcare consistent with the needs of surrounding communities.

Dignity is home to a full selection of cutting-edge services, including The James Family Heart Center and the very latest imaging technology. These services complement a full spectrum of healthcare programs ranging from preventive medicine and advanced wound care to cardiac rehabilitation, infusion therapy, and advanced respiratory care. A 24-hour Emergency Department, inpatient and outpatient surgical services, and our highly respected Pendleton Centers all contribute to Dignity's growing reputation for excellence in healthcare.

At the forefront of every Dignity activity is an ongoing commitment to a Total Healing Environment, defined as "an environment in which the people of Dignity work with patients and their families to provide peace of mind and peace of heart, as well as physical cure or comfort, because we understand the indivisible relationship that exists between body, mind, and the human spirit." This commitment has repeatedly earned national recognition for Dignity.

Exceptional Community Hospital is a new 20,724 square-foot specialty hospital focused on internal medicine. The hospital includes nine emergency exam rooms and nine in-patient rooms with associated support spaces.

HEALTHCARE EXISTING CONDITIONS

An important aspect of the quality of life in any community is related to the quality and the availability of healthcare services and the opportunity to maintain good health. In the Prescott area, healthcare encompasses a wide range of services and options, beginning with acute-care hospital services and experienced and capable physicians. Healthcare services also encompass rehabilitation and recovery services. They are a part of the overall healthcare system, just as nursing homes and assisted living facilities are.

The many healthcare services and options offered through Dignity and its medical staff are complemented by the programs and services offered by the Northern Arizona VA Health Care System, which is headquartered in Prescott. The VA provides a continuum of primary and secondary level medical, behavioral health/ domiciliary, rehabilitative, and long-term care to veterans residing throughout northern Arizona. Healthcare in the Prescott area also

encompasses a wide range of other specialties and services, including optometrists, dentists, natural medicine practitioners, and outpatient testing and treatment at every level of need.

There is a strong selection of mental health services—both private and government-funded—along with programs and services to benefit addiction services, developmentally disabled, and physically challenged citizens of every age group and ability.

Prescott is home to a growing number of retirees and senior citizens, and it supports this segment of the population with a comprehensive selection of services specifically tailored to senior needs. Exercise and wellness programs keep the elder population mentally and physically fit. A variety of assisted living facilities offer housing and lifestyle choices to meet a wide range of financial and personal preferences. Nursing home care is readily available to seniors who require specialized and/or around-the-clock medical attention. For the younger and middle-aged generations, Prescott healthcare provides outreach services and programs that focus on everything from parenting skills and osteoporosis prevention, to anger management and diabetes care and prevention. Prevention, in fact, is taking on new meaning as healthcare costs continue to rise across the board. Prescott is a leader in the prevention arena by virtue of offering comprehensive options. This allows individuals to play a key role in managing their own health and the health of their family.

Prescott's healthcare providers provide an extremely strong foundation for Prescott's economy. Given the overall aging of America, healthcare dollars will continue to play an important role in the local economy for years to come, just as Prescott's high-quality healthcare providers and the high level of healthcare services will play a crucial role in the community's continued prosperity and well-being.

HEALTHCARE CONCERNS

With about 50% of Prescott's population being over 60 years old, the need for healthcare is a concern for many residents in the community. In doing outreach and communicating with current residents, the ability to get into primary physicians and specialty doctors is becoming more difficult. Many residents stated they have to go out of town in order to get a visit with a specialty doctor within a reasonable timeframe.

With the cost of housing in Prescott and the lack of transit to bring employees into Prescott from the surrounding areas, there has been little incentive for perspective nurses and doctors to come to the area. Prescott's Workforce Housing Committee has met with the healthcare industry in regard to housing and the ability to bring nurses and doctors to the area to fill the needs of the residents.

AMBULANCE SERVICES

For emergency medical transportation services, the City contracts with Lifeline Ambulance and partners with Priority Ambulance Yavapai. Both work with the local fire departments and respond to emergency and non-emergency medical care calls.

CHAPTER 6

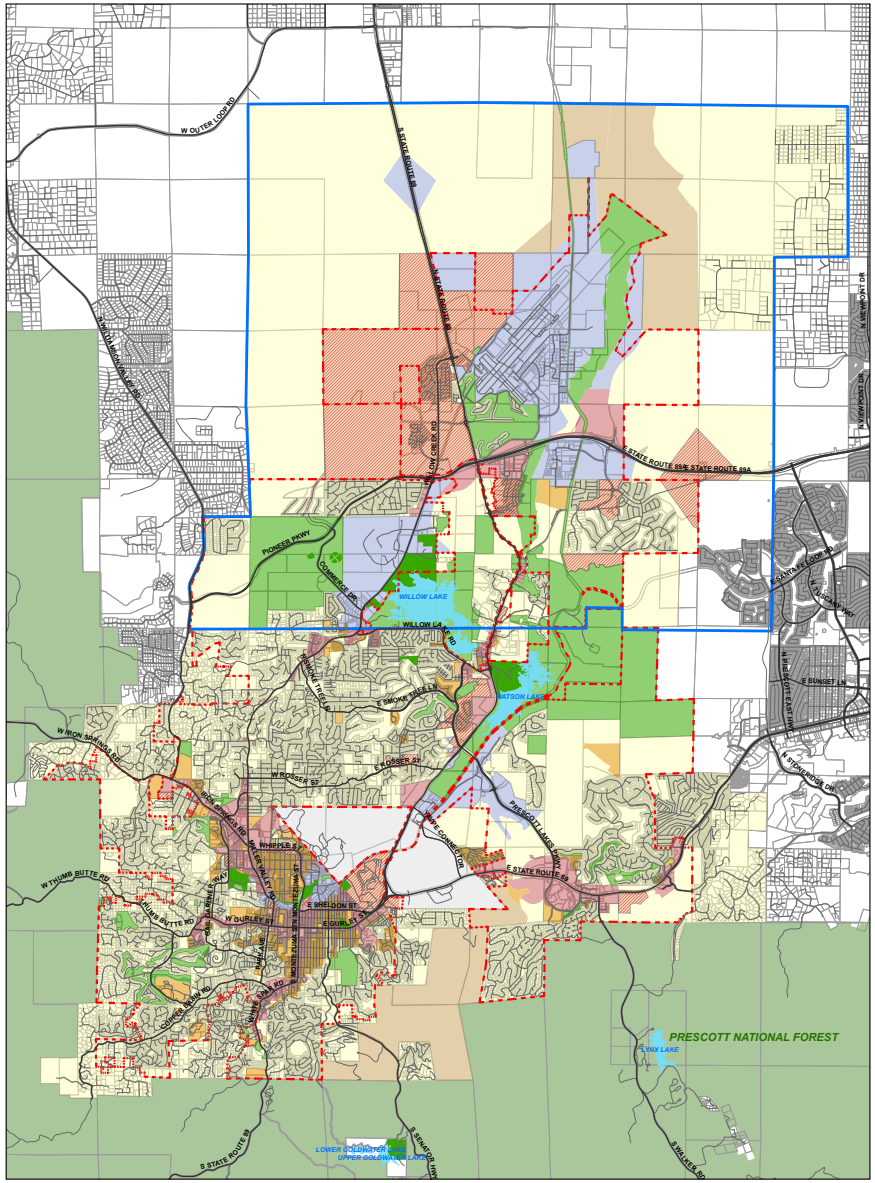
City of Prescott Future Land Use Map

- Commercial
- Commercial/Employment
- Very-Low Density Res. (1 DU/Acre)
- Low-Medium Density Res. (2-7 DU/Acre)
- Med-High Density Res. (8-32 DU/Acre)
- Mixed Use
- Yavapai-Prescott Indian Reservation
- Open Space
- Recreation
- Airport Specific Area Planning Boundary
- City of Prescott Corporate Limits

CITY OF PRESCOTT

0 0.5 1 2 Miles

These are Land Use Designations and not Zoning. See the "Future Land Use Designations and Map" Section of the General Plan for Explanation of Land Use Designations.



MAJOR PLAN AMENDMENTS

A major plan amendment *"means a substantial alteration of the municipality's land use mixture or balance as established in the municipality's existing general plan land use element."* ARS Section 9-461.06.H. The City's general plan is required to define the criteria for determining whether a proposed plan amendment is a "major amendment."

A. The following table delineates the criteria for a Major Plan Amendment:

(From: Across To: Down)	**Open Space/ Recreation**	**Very Low Density**	**Low-Medium Density**	**Medium-High Density**	**Mixed Use**	**Commercial**	**Commercial/ Employment**
Open Space/ Recreation		*Minor*	*Minor*	*Minor*	*Minor*	*Minor*	*Minor*
Very Low Density	*Major*		*Minor*	*Minor*	*Minor*	*Minor*	*Minor*
Low-Medium Density	*Major*	*Minor*		*Minor*	*Minor*	*Minor*	*Minor*
Medium-High Density	*Major*	*Major: 10 AC+ Minor: < 10 AC*	*Major: 20 AC+ Minor: < 20 AC*		*Minor*	*Minor*	*Minor*
Mixed Use	*Major*	*Major: 10 AC+ Minor: < 10 AC*	*Major: 10 AC+ Minor: < 10 AC*	*Major: 10 AC+ Minor: < 10 AC*		*Minor*	*Minor*
Commercial	*Major*	*Major: 5 AC+ Minor: < 5 AC*	*Major: 10 AC+ Minor: < 10 AC*	*Major: 10 AC+ Minor: < 10 AC*	*Major: 10 AC+ Minor: < 10 AC*		*Minor*
Commercial/ Employment	*Major*	*Major: 5 AC+ Minor: < 5 AC*	*Major: 10 AC+ Minor: < 10 AC*	*Major: 10 AC+ Minor: < 10 AC*	*Major: 10 AC+ Minor: < 10 AC*	*Major: 20 AC+ Minor: < 20 AC*	

B. General Plan text amendments that change existing guiding principles or goals or strategies shall constitute a "major plan amendment". Text amendments that are simply complementary, illustrative or otherwise compatible with the existing goals, objectives and policies shall not be deemed to be a major plan amendment.

C. Inclusion of additional territory into the City limits by annexation and the initial zoning thereof, as required by ARS 9-471 (M), shall not constitute a Plan Amendment. If the subsequent rezoning of said additional territory comes within the criteria as set forth in Paragraph A above, it shall constitute a Major Plan Amendment.

CITY OF PRESCOTT
ARIZONA