



City of Prescott

City Council - Voting Meeting

October 28, 2025 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 1st Floor
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.

This Agenda was Amended at 8:00 a.m. on Monday, October 27, 2025 adding Item 9.F.

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 Don Gentry with Willow Hills Baptist Church**
4. **PLEDGE OF ALLEGIANCE - Councilman Gambogi**
5. **ROLL CALL**
6. **PRESENTATIONS**
 - A. Friends of Jersey Lilly Annual Courthouse Lighting Fundraising Events
 - B. Recognition of Citizen Academy Graduates

7. **PROCLAMATIONS**

- A. 250th Anniversary of America's Founding

8. **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

9. **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 9.A. through 9.F.

- A. Approval of Meeting Minutes from the October 14, 2025 Executive Session, the October 14, 2025 Study Session, the October 14, 2025 Voting Meeting, and the October 20, 2025 Special Council Meeting.
- B. **FNP24-003:** A Final Plat of Peregrine Ridge at Prescott Lakes PAD Subdivision, a 48-lot Subdivision on a 26.44 Acre Parcel Located East off of Prescott Lakes Parkway via Smoke Tree Lane Extension. Zoning: BG (Business General).
- C. Approval of City Contract No. 2026-115 with BerryDunn in the Amount of \$150,000 to Update the City's Parks & Recreation Master Plan. Funding is Budgeted & Available in the Recreation Services Fund.
- D. Approval of Assignment of City Contract No. 2025-044C1 with Albert Holler & Associates Assigning to Howard Auditing Group LLC.
- E. Approval of Multiple Contracts for On-Call Design & Engineering Services at Prescott Regional Airport - Ernest A. Love Field as Follows: 1) City Contract No. 2026-130 with Dibble; and 2) City Contract No. 2026-131 with Mead & Hunt.
- F. Authorization of Action to Defend the City and its Officers & Employees in Litigation Relating to the Appointment of a Councilmember Including Open Meeting Law Allegations and Retaining Pierce Coleman for that Purpose.

10. **LIQUOR LICENSE**

- A. Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Lauren Kay Merrett, Applicant, for Doc's BBQ & Whiskey. Location: 202 S Montezuma Street.
Recommended Action: 1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License Application No. 358229 for a new Series 12 Restaurant Liquor License for Doc's BBQ & Whiskey. Location: 202 S Montezuma Street.
- B. Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Michele Anne Moore, Applicant, for The Copper Note. Location: 120 W Gurley Street.
Recommended Action: 1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License Application No. 359451 for a New Series 12 Restaurant Liquor License for The Copper Note. Location: 120 W Gurley Street

11. **REGULAR AGENDA**

- A. Approval of Multiple Items Related to Land Purchases & Design Services for New Fire Stations as Follows: 1) Adoption of Ordinance No. 2025-1907

Approving City Contract No. 2026-101 a Purchase Agreement Between the City of Prescott and the James Revocable Trust Authorizing the Purchase of Approximately 1.36 Acres of Real Property; and 2) Approval of City Contract No. 2026-098 with Perlman Architects in the Amount of \$2,427,218.13 for Design Services for the New Fire Stations Project. Funding is Budgeted & Available in the FY26 General Fund.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING CITY CONTRACT NO. 2026-101, A PURCHASE AGREEMENT BETWEEN THE CITY OF PRESCOTT AND THE JAMES REVOCABLE TRUST, AND SUBSEQUENTLY AUTHORIZING THE PURCHASE OF APPROXIMATELY 1.36 +/- ACRES OF REAL PROPERTY LOCATED AT A PORTION OF APN# 106-01-058A

Recommended Action: 1) MOVE to adopt Ordinance No. 2025-1907; and 2) MOVE to approve City Contract No. 2026-098

- B. Approval of Design-Build City Contract No. 2026-066 with Danson Construction, LLC, for the Prescott Fire Training Tower, in the Amount of \$2,823,026.52. Funding is Budgeted & Available in the General Fund.

Recommended Action: MOVE to approve City Contract No. 2026-066

- C. Adoption of Resolution No. 2025-1948 Approving a Shift and Extension of the Primary Commercial Service Runway at Prescott Regional Airport - Ernest A. Love Field.

Recommended Action: MOVE to adopt Resolution No. 2025-1948

12. COUNCIL LIAISON BCC UPDATES

13. 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 10/27/25 at 8:30 a.m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Sarah M. Thornhill

Sarah M. Thornhill, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: October 28 Voting Meeting
DATE: October 28, 2025
DEPT: City Clerk
ITEM #: 9.A
SUBJECT: Approval of Meeting Minutes from the October 14, 2025 Executive Session, the October 14, 2025 Study Session, the October 14, 2025 Voting Meeting, and the October 20, 2025 Special Council Meeting.

ITEM SUMMARY

This item is for the approval of the October 14, 2025 Executive Session, the October 14, 2025 Study Session, the October 14, 2025 Voting Meeting, and the October 20, 2025 Special Council 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. October 14, 2025 Executive Session Minutes
2. October 14, 2025 Study Session Minutes
3. October 14, 2025 Voting Meeting Minutes
4. October 20, 2025 Special Meeting Minutes



City of Prescott

City Council - Executive Session Meeting

October 14, 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 (Excused)
Eric Moore - Councilman (Excused)

3. CALL TO ENTER EXECUTIVE SESSION

MOTION BY COUNCILWOMAN FRUHWIRTH TO CONVENE EXECUTIVE SESSION; SECONDED BY COUNCILMAN GRADY: PASSED (5 - 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, October 14, 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 & Consult with the City's Attorneys for Legal Advice and to Consider the City's Position and to Instruct its Attorneys and Necessary City Employees Regarding Threatened Litigation Relating to the City Council's Appointment to Fill a Vacant City Council Position, Pursuant to A.R.S. § 38-431.03(A)(3 and 4).

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 9:48 a.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. THORNHILL, 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 October 14, 2025. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill, City Clerk



City of Prescott

City Council - Study Session

October 14, 2025 | 1:00 PM
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 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 (Excused)
Eric Moore - Councilman (Excused)

3. DISCUSSION

A. Presentation, Discussion, & Possible Direction Regarding the Status of the City Council's Strategic Plan.

City Manager Dallin Kimble provided a presentation to the Council regarding an update on the Council's Strategic Plan. Staff has been working to make these plans reality over the last 18 months.

Strategic Priority 1 - Public Safety:

- * Fire Chief Holger Durre provided an overview of results related to public safety goals for the Fire Department
- * New locations have been identified and staff is already moving forward with steps to obtain the property and begin working on design contracts - Station 73 (SR89 and Phippen Trail Roundabout), Station 76 (SR89 and Prescott Lakes Parkway)
- * Tiered medical response plans have been developed this year to reduce engine use on low-acuity calls
- * Daytime engine company has been placed into service (Monday through Friday 8 am - 5 pm)
- * Mobile devices able to reach 911 from anywhere in Prescott - Community Development continues to process permit applications for equipment upgrades and review locations for towers
- * Police Chief Amy Bonney continued with an overview of goals related to the Police Department
- * Three (3) new officers have completed their field training
- * Eight (8) recruits currently attending Northern Arizona Regional Training Academy
- * Continue to test on a monthly basis and actively seek lateral officers

- * Community Policing downtown - as staffing improves, Community Services is being built back up (bike patrols and public engagement)
- * Pink Patch Program - raised \$10,883.54 in 2024; 2025 program launched at the end of September
- * Increased traffic enforcement - addition of a Commercial Vehicle Inspector for enforcement and education regarding commercial vehicle law
- * Mr. Kimble continued with an overview of goals related to the Prescott Regional Airport
- * AED property has been purchased along with CVID property needed for runway extension
- * Cutter ramp expansion completed, the building portion is currently beginning the planning process with construction to begin in early 2026

Strategic Priority 2 - Dynamic Economy:

- * Community Outreach Director John Heiney provided an overview regarding proactively identifying and attracting new business to the community
- * Economic Development Strategic Plan was approved and adopted in November 2024
- * Hotel, conference and retail studies have been conducted
- * Support for Deep Well commercial, AED, ERAU, Whispering Rock and more; there is a lot of interest and planning happening in north Prescott
- * FY25 updated spending is \$252 million
- * Mr. Kimble continued the discussion regarding the full service regional airport impacts - sector updates are in progress for new aeronautic related businesses, currently identifying prospects and sites are in planning stages for these business types, and continual progress with growth in ERAU activity

Strategic Priority 3 - Infrastructure:

- * Public Works Director Gwen Rowitsch provided a presentation regarding goals related to an efficient flow of traffic and transportation throughout the city
- * Developed a policy which will come to Council soon for placement of speed indicator signs
- * Working on Iron Springs, Whipple, Montezuma and other traffic signal timing and coordination throughout the community
- * SS4A Grant for the Dexter neighborhood to look at the pedestrian and traffic interactions there and will begin working on that; working on sidewalk improvements in necessary areas as well; examining mid-intersection crosswalks for needed improvements as well
- * Alignment with long-range regional transportation plans/working partners - attended the 2024 AZ Rural Transportation Summit, exploring grant opportunities with CYMPO, annual Council briefings and projects/grants, supporting regional bicycle and pedestrian plan, and coordinate with CYMPO on long-range plans
- * AMI Meter replacement program, water funding opportunities that support Eye-on-Water program
- * Long-range water management plan will be coming forward later this year to the Council
- * Workforce Housing policy coming forward

Strategic Priority 4 - Natural Environment:

- * Successful purchase of Glassford Dells and anticipated application for AZ State Parks grants early in 2026
- * Prescott National Forest in the early stages of Phase II of Bean Peaks
- * Staff continues to review Planned Area Development projects for 25% open space requirement
- * Pending General Plan update will include extensive language addressing this priority as well

Strategic Priority 5 - Good Governance:

- * Deputy City Manager Michael Morris provided a presentation regarding creating the dashboard in OpenGov for departmental performance measures
- * Strategic Plan updates will continue every six months and will also be available on the OpenGov platform
- * Continue OpenGov implementation - budget book, purchasing, operating budget, strategic plan, performance measures and procurement

Ideas to Consider:

- * Council Retreat - January 20-21
- * Review mission, vision and values
- * Confirm alignment of priorities with mission
- * Add/remove desired outcomes
- * Impacts of Proposition 478
- * Discuss governance approach for 2026

Councilman Gambogi suggested getting a report every three months rather than six.

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

- B. Presentation & Discussion Regarding the Prescott Rodeo/Fairgrounds Projects Related to the \$15.3 Million Distribution from the State of Arizona.
Mayor Goode asked the City Attorney to review how the state has dictated the funds are supposed to be used.

City Attorney Joseph Young read from SB1735, which lays out what monies may be used for.

Deputy City Manager Michael Morris provided a presentation to the Council regarding the funding. He reiterated that this is a separate item from the Master Plan which is currently in progress. This is a list of possible projects to move forward for appropriate expenditures of the \$15.3 million based on the state's requirements. A full scope of these projects will have to be done and procurement followed before anything moves forward.

Councilwoman Fruhwirth asked when the soonest would be for contracts to come before Council for these projects.

Mr. Morris responded that it depends on the project; some will have a shorter lead time and some longer and that timeframes will be tentative. He continued with a bullet point list of appropriate expenditures from the State Treasurer:

- * Landscaping

- * Hardcaping
- * Drainage improvements
- * Replacement, improvement and increased capacity of aging water and sewer infrastructure
- * Upgrades to the main arena sound system
- * Upgrades to bleacher seating
- * Construction of new restroom facilities to accommodate large crowds during events
- * Other site improvements that support the economic and tourism activity generated by year-round use of the rodeo grounds for rodeo, equine and related events

Improvements Specifically Identified in State Appropriation:

- * Underground utilities replacement and relocation (water, sewer and drainage) - begin design and set aside funding for construction estimated at \$8-10 million
- * Installation of new sound system - estimated at \$500,000-600,000
- * Replace seating components and railings in grandstand - estimated at \$300,000-400,000
- * New restroom buildings - exact location and scope of the structure(s) cannot be defined until the master plan is completed but will allocate and set aside funding estimated at \$1-1.5 million

Other Potential Improvements Supporting the Rodeo/Equine Related Events:

- * Replacement of battery backups for emergency lighting - estimated at \$20,000-25,000
- * HVAC system in Freeman and Pardee buildings - estimated at \$250,000
- * New announcer stand and suite seating structure - estimated at \$400,000-500,000
- * Installation of "city hall statue horse and cowboy" at the Rodeo Grounds (including a new base for mounting) - estimated at \$200,000

Mayor Pro Tem asked how they would locate and place the sewer line without a Master Plan.

Mr. Morris responded that from a timing perspective, a scope of work would need to be done, invite bids and then award while Master Plan is happening.

Councilman Grady asked about previous replacements to the underground utilities and if site assessments could be done.

Public Works Director Gwen Rowtisch responded that part of the scope of work would be a feasibility study. The sewer runs diagonally through the arena and conflicts with the drainage so all of these things tie together before looking at relocation or anything like that. Staff has already identified that the system is not looped, which can impact water pressure, so that will need to be addressed as well. Drainage won't be addressed until there is a site plan.

Councilwoman Fruhwirth commented that she would like to positively impact Rodeo 2026 and the neighborhood, and it seems that items two and three on the specifically identified items would accomplish that. She also thinks emergency

lighting is important as well.

Projects Requiring Additional Location and Scope Definition throughout the Master Plan Process:

- * Replacing of the Justin Room for medical and rehabilitation needs
- * Fencing and buffering along Gail Gardner and Fair Streets
- * Manure processing and composting system
- * Modified or new rodeo grounds entrance and associated drainage/stormwater improvements
- * Parking solutions
- * Demolition of Barn "B"
- * New items identified in the Master Plan process

Councilman Gambogi commented that the Rodeo is part of the city's heritage and something we should be proud of. He would agree with everything here.

Mayor Goode commented that there is consensus on the new sound system, restroom buildings and replacement of seating and railings as long as the Council is assured that everything underneath is sufficiently stable.

Councilman Grady stated that he is in general support of Council's comments about moving projects, but with regard to the sound system need to be sensitive to concerns. One of the key concerns is going to be fencing and buffering as well and that needs to be looked at.

Mr. Morris agreed and staff would like to set aside funding for that.

Member of the public Susan Davidson addressed the Council and is pleased to hear that things are moving forward. There are minimal things that can get done before 2026, the sound system enhancements will not be nearly as loud as it has been in the past. The bathrooms are currently horrible and need to look into at least refurbishing what is there now. Getting some upgrades would be helpful to all events held on the fairgrounds.

Member of the public Sue Manuel addressed the Council regarding the Master Plan, she would like to see the rodeo succeed but is concerned about expansion of events and would like to see upgrades and enhancements focused on that and not additional events. Need a feasibility study and business plan from PFD.

Member of the public Rex Hinshaw addressed the Council and stated that the grandstands are considered historic in nature, the spring is not running through the middle of them so that shouldn't be an issue but will be studied. The sound system improvement will be safely done and not have to be redone. They plan to replace the speakers beneath the stands to contain the sound.

Member of the public Kym Lopez addressed the Council and stated that there are swamp coolers in the Freeman and Pardee buildings, and no heating in the Pardee building. The Pardee building contains the museum for the rodeo, so both of these issues need to be addressed. She added that a study has been done related to the sound system, and was given to Mr. Morris.

Member of the public Ralph Hess addressed the Council regarding the lease agreement with Prescott Frontier Days that he sees as a violation of the state gift clause and these improvements are a further violation of that clause and the agreement itself. The city should renegotiate a new lease before expending any public funds for improvements for the sole benefit of Prescott Frontier Days.

Member of the public Howard Mechanic addressed the Council regarding Prescott Frontier Days not being willing to sign a new lease, he believes this is a legal train wreck and reiterated the state's gift clause. This is an unconstitutional gift if there is no new lease. The City Attorney needs to inform the public and Council that a new lease is required.

Member of the public Deborah Thalasis addressed the Council and expressed her disappointment in the lack of criteria and information for anyone but PFD. The Council should consider what benefits to the community are when thinking about where the money is being spent. She said that the money has not been received based on a search of OpenGov, and has not been appropriated. The improvements should be made to the grounds in total and not just for things that will benefit the rodeo specifically.

Member of the public Posey Nash addressed the Council and stated that the grandstands should be donated to YEI to be reconstructed into commemorative furniture pieces and added that Rodeo participants need a special space like the Justin Room in the event of a medical emergency so that should be a priority.

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 2:47 p.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. THORNHILL, 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 October 14, 2025. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill, City Clerk



City of Prescott

City Council - Voting Meeting

October 14, 2025 | 3:00 PM
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 3:00 p.m.

2. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Cantelme announced that the city is currently seeking community input on the Dexter/Near North Business District Pedestrian Safety Study. Residents, business owners, and visitors can share their experiences and ideas as part of the study focused on making local streets safer and more accessible for everyone. The study is funded by the federal Safe Streets and Roads for All (SS4A) grant program and led by the City of Prescott, and aims to identify infrastructure-related improvements to promote safety for pedestrians and cyclists, and to prioritize improvements that reflect the needs of the community. The feedback collected will directly inform the development of a pedestrian safety plan tailored to the Dexter/Near North Business District, ensuring that future improvements align with community priorities. For more information, visit the City's website or Participate Prescott.

The Public Works Department announced that a leak has been detected in the Effluent Water Line along SR89 within the Willow Lake Road roundabout and repairs will begin Wednesday, October 15, and expect to complete this work, including pavement restoration, by October 22. SR89 will be closed to northbound traffic at the Willow Lake Road roundabout and a detour route will be placed along Willow Lake Road. Southbound traffic along SR89 and access to the Watson Lake Recreation area will not be affected. Motorists should expect delays and use an alternate route if possible. Please follow the marked signage, posted speed limit and remain alert of construction crews working in the area. Access for local businesses will be maintained. Please contact Public Works at (928) 777-1130 with any questions.

Additionally, on Monday, October 6 the city and their contractor Combs Construction Company began installation of the next set of removable bollards in downtown Prescott intersections. Bollards will be installed in the following intersections: 1) the east and west sides of the Montezuma Street and Goodwin Street intersection; 2) the east and west sides of the Cortez Street and Goodwin Street intersection; and 3) the south side of the Montezuma Street and Sheldon Street intersection. Intersections will be partially closed, 24 hours a day, for bollard installation through November 3. These closures are necessary to allow crews to complete this work prior to the Veterans Day Parade which will be held in downtown Prescott on Tuesday, November 11 at 11:00 a.m. with the theme "CELEBRATING AMERICA'S PATRIOTS- 250 YEARS OF MILITARY SERVICE". The city invites parade entrants from the community to compete in seven categories this year. Each entry category will have a first place winner and all entries

will compete for a best overall award in the following categories: 1) Non-Profit Organizations, 2) Fraternal Organizations / Military Organization, 3) Motorized Groups, 4) Music, 5) Marching Units, 6) Hospital entries by veterans, and 7) Commercial / Business. Participation in the parade is open to everyone and all are welcome.

Finally, Mayor Pro Tem Cantelme reminded citizens that the Prescott City Council runoff election is set for November 4, with five City council candidates vying for three seats, elected Council members will be sworn in on Tuesday, November 18. Also on November 4, there is a ballot initiative for the Arizona Public Service (APS) franchise agreement. The current franchise agreement with APS expires in May 2026. A yes vote declares this electrical utility is beneficial to the citizens of Prescott.

3. INVOCATION - Pastor Dan Hurlbert with Prescott United Methodist

4. PLEDGE OF ALLEGIANCE - Councilwoman Fruhwirth

5. ROLL CALL

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

6. PROCLAMATIONS

- A. National Friends of Libraries Week - October 19-25, 2025
Councilman Grady presented the Proclamation.
- B. Arizona Community Foundation Day - November 15, 2025
Mayor Pro Tem Cantelme presented the Proclamation.

7. OPEN CALL TO THE PUBLIC

A. Ryan Heath addressed the Council on behalf of his client Sherrie Hanna. He accused some Councilmembers of lying and told citizens to go to the Prescott Pulse substack to see information regarding the unlawful appointment of Councilman Patrick Grady. He stated if there is not action by the end of the day today, there will be a lawsuit tomorrow.

8. CONSENT AGENDA

MOTION BY COUNCILMAN GAMBOGI TO APPROVE CONSENT AGENDA ITEMS 8.A. THROUGH 8.F.; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)

- A. Approval of Meeting Minutes from the September 23, 2025 Study Session and the September 23, 2025 Voting Meeting.

- B. Approval of Acceptance of the Arizona Department of Public Safety, Victims of Crime Act (VOCA) Victim Assistance Grant, Listing #16.575 Total Grant Project Amount of \$148,374.
- C. **RVP25-009:** Revision of Plat to Abandon the Westerly 25-Foot of South Marina Street and Combine it with Adjacent Lots. Zoning: MF-H (Multi-Family; High Density). Location: 534 and 536 South Marina Street.
- D. **RVP25-010:** Revision of Plat to Split Lot 13 in the Suburban Acres Subdivision into Two (2) Single-Family Residential Lots. Zoning: SF-9 (Single-Family; 9,000 Square Foot Lots). Location: 407 Arena Drive.
- E. Approval of City Contract No. 2026-119 with Ridgeline Builders LLC for the Construction of the Clean Room at Fire Station 71 in the Amount of \$110,875.74. Funding is Available in the Fire Department's Capital Budget.
- F. Approval to Auction Items at Surplus Auction with Harris Auction.

9. **CONSENT ORDINANCE**

- A. Adoption of Ordinance No. 2025-1912, Approving City Contract No. 2026-114 Between the City of Prescott and OJB FC, an Arizona 501 (c)3 Non-Profit for Improvements To & Use of Ken Lindley Field.
Councilwoman Fruhwirth stated that this Item was previously continued to allow the public to bring any concerns forward and they have heard some from the neighborhood that she would like staff to address regarding parking, hours and expectations for events and noise.

Recreation Services Director Kristy Diaz-Trahan addressed concerns regarding the over 150 parking spaces at the facility and fifty street parking spaces. Historically, any issues with parking have come when there were multiple events happening at the same time, so her Department will ensure that there is better communication between all entities to avoid those issues. Park hours are 6 am to 10 pm with some seasonal changes and it will remain that way. She added that Recreation Services will work closely with OJB FC regarding announcing and tournament play to make sure there are no issues related to noise during events.

Councilman Gambogi asked about shuttling options for soccer tournaments.

Ms. Diaz-Trahan responded that it will be up to OJB, but there are certainly options available to them.

Mayor Goode expressed his appreciation for a study provided to the Council regarding leaching of PFAS which provided confirmation that this is a stable material. He also asked about maintenance of the field after 10-12 years given

that it is a 25-year lease.

Ms. Diaz-Trahan stated that if OJB were not around in 10-years when the general life of the turf needs to be replaced, the city would have a decision to make regarding that issue. She added that the water savings alone will be a significant impact that would help if there is a need for future replacement that OJB doesn't cover.

Member of the public Cathey Rusing addressed the Council regarding property owners on Washington Street who told her they love living across the street from Ken Lindley Park and all the events there. They stated that there have been some issues in the past with parking, but it was always addressed quickly when brought up. She stated that it might be a good idea to have some improved signage in the area, as well as better striping which will help to address any concerns.

Mayor Pro Tem Cantelme suggested keeping track of all the savings to justify and offset those costs.

MOTION BY COUNCILMAN GAMBOGI TO ADOPT ORDINANCE NO. 2025-1912; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)

- B. Adoption of Four (4) Ordinances Related to Previously Approved Rezoning Actions as Follows: 1) Ordinance No. 2025-1908; 2) Ordinance No. 2025-1909; 3) Ordinance No. 2025-1910; and 4) Ordinance No. 2025-1911.

MOTION BY COUNCILWOMAN FRUHWIRTH TO ADOPT CONSENT ORDINANCE ITEM 9.B.; SECONDED BY COUNCILMAN GAMBOGI: PASSED (5 - 0)

10. LIQUOR LICENSE

- A. Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Amy Nations, Applicant, for Bill's Grill. Location: 333 S Montezuma Street.

MOTION BY COUNCILMAN GAMBOGI TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)

MOTION BY COUNCILWOMAN FRUHWIRTH TO APPROVE ITEM 10.A.; SECONDED BY MAYOR PRO TEM CANTELME: PASSED (5 - 0)

- B. Public Hearing and Consideration for a Location/Owner Transfer Series 7 Beer & Wine Liquor License Application from Amy Nations, Applicant, for The Plant. Location: 124 S Granite Street.

MOTION BY MAYOR PRO TEM CANTELME TO CLOSE THE PUBLIC HEARING; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)

MOTION BY MAYOR PRO TEM CANTELME TO APPROVE ITEM 10.B.; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)

11. REGULAR AGENDA

- A. **SUP25-001:** A Request for a Special Use Permit for a Remodel that Adds 50% or More to the Value of Existing Structures Relative to the Pre-Remodel Values as Required by Land Development Code Section 4.9.4.A.1. Location: 130 N. Cortez Street. Owner: 130 CORTEZ LLC. Applicant: Michael Taylor Architects Inc.

Planner Tammy Dewitt provided a presentation to the Council regarding the proposed Special Use Permit within the North Prescott National Register District.

Compatibility Review:

- * Construction and exterior building materials shall be high quality and long-lasting
- * Structures shall demonstrate the general principles of good design, including but not limited to, those dealing with form, mass scale, height, texture and color; specific consideration shall be given to compatibility with other like structures in the vicinity where such structures are substantially in compliance with this LDC
- * Architectural design of structures and their materials and colors shall be visually harmonious with the overall appearance, history and cultural heritage of downtown Prescott; generous use of architectural interest elements is encouraged
- * All mechanical equipment shall be screened from view in accordance with the requirements of Section 6.5.8.E.

She reviewed the project and the historic exterior of the building and proposed changes:

- * New first floor area with fabric awning
- * Install an elevator
- * 2nd and 3rd floors converted to apartments
- * Addition of recessed 4th floor for a new residence

State Historic Preservation Office (SHPO) has reviewed and provided an analysis which was given to Council.

Councilwoman Fruhwirth asked what the first floor will be and said that she is happy to see this building coming back to life.

Ms. Dewitt responded that they are working on it, but it will likely be retail or a restaurant.

Mayor Goode asked how many residential units there would be.

Ms. Dewitt responded that there will be three residences on 2nd and 3rd and a penthouse on the top floor.

Overview of the Project:

- * Providing six parking spaces for residential use in back with a proposed deck off the back takes up a space that would be used for parking
- * LDC 4.9.4 District Standards, Guidelines and Procedures - off-street parking within the downtown business district (DTB) shall not be required for permitted uses within buildings constructed prior to 1968; this building was constructed prior to 1900 and was used for apartments prior to 1968

- * They are also required to have egress out of the building which impacts parking
- * Prescott Hotel sign will remain on the front of the building

Ms. Dewitt added that the architect is working on addressing these issues as they continue putting things together.

Colin Lovdahn with Michael Taylor Architects addressed the questions regarding egress from back patio area for the second floor, as well as the bottom floor and out to the alley. The only configuration that will allow any cars the ability to safely back out, parks at an angle to the right for three parking spaces.

Both the Prescott Preservation Commission (PPC) and the Planning & Zoning Commission (P&Z) have reviewed the permit application. At the September 12 PPC Meeting, the Commission did a courtesy review and recommended approval with the suggested condition that the applicant submit exterior building materials for review and approval by the Historic Preservation Specialist prior to building permit approval; and at the September 25 P&Z Meeting the Commission unanimously approved the same.

Mayor Goode commented that he had concerns about this when there were six parking spaces and now there are fewer, it is unacceptable to him for residential use.

Member of the public Cathey Rusing addressed the Council and commented that she really likes this project. She thanked the owner for taking on the project and JEBCO for doing such a great job with the demo and added that the owner could get creative with the parking issues by coordinating with other owners in the area. This is a great project to keep downtown from urban decay.

Member of the public Ralph Hess addressed the Council and asked if a wheel chair bound person would be able to access the upper floors.

**MOTION BY COUNCILWOMAN FRUHWIRTH TO APPROVE SUP25-001;
SECONDED BY COUNCILMAN GRADY: PASSED (4 - 1) MAYOR GOODE
DISSENTING**

- B. **PLN25-002:** A Preliminary Plat of Lafferty Ranch, a 4-Unit Subdivision & Tract for Future Apartments on an Approximate 15.3 Acre Parcel Generally Located on the North Side of State Route 69 Across from Costco. Zoning: RE-2 (Rural Estate 2 Acre) and MF-M (Multi-Family- Medium Density). Location: APN 103-20-008C and D. Property Owner: 3910-5 LLC. Applicant: Kelly Wise Engineering.

Planning Administrator Jacob Lund provided a presentation to the Council regarding the preliminary plat for the project, the site and zoning. He also reviewed the slope analysis provided.

Issues for Consideration in Preliminary Plats:

- * Purpose for subdivision regulations of Section 9.10.1
- * Requirements of Section 9.10.6, Standards for Subdivision approval
- * Physical arrangement of the subdivision - has supplied all information and

made any necessary changes needed

- * Adequacy of street and thoroughfare rights-of-way and alignment

- * Compliance of streets and thoroughfares with the adopted plans and existing street pattern in the area - access will be through SR69 and applicant has worked with Public Works and Fire to ensure all requirements are met

- * Adequacy of easements for proposed or future utility service and service drainage

- * Suitability of lot size and area with respect to the minimum requirements for the type of sanitary sewage disposal proposed

- * All code and preliminary plat requirements have been met and staff does not recommend any changes at this time

Mayor Goode asked if there would be more than one ingress/egress.

Gary Kelly with Kelly Wise Engineering responded that there is an egress that goes from the apartments to Butterfly, this is a maintenance road and an emergency access point.

Councilwoman Fruhwirth asked if every owner would be able to cross into lot two and access the emergency egress if needed.

Mr. Kelly confirmed and could also go south to SR69.

Mr. Lund continued stating that the Planning & Zoning Commission unanimously recommended approval at the September 25 meeting.

**MOTION BY COUNCILMAN GAMBOGI TO APPROVE PLN25-002;
SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)**

- C. Adoption of Resolution No. 2025-1951 (GPA25-001) and Adoption of Ordinance No. 2025-1913 (REZ25-001): A Request for a Rezoning from MF-M (MH) (Multi-Family Medium Density with Manufactured Home Floating District) to BR (Business Regional) on a Total of 2.722 Acres, a Rezoning from RO (Residential Office) to BR on 0.55 Acres (APN 113-08-024B); and a Minor General Plan Amendment from Medium-High Density Residential to Commercial. The Overall Project Area is 3.282 Acres. Location: APNs 113-07-089, 113-08-031, 113-08-032, 113-08-033, 113-08-066, 113-08-067, 113-08-024B, 113-07-087, 113-07-088 and 113-08-034 (& 034A). Addresses: 601, 603, 605, 617 & 625 Ruth St.; 642 Dameron Dr. Owners: West Yavapai Guidance Clinic Inc; Henderson, Patricia; Elrod, Sean. Applicant: Remarkable Land Surveying Inc.- Duane Famas.

Planner Tammy Dewitt provided a presentation to the Council regarding the rezoning of eleven parcels to the proposed Business Regional (BR). It has been used as a behavioral health treatment facility since 1966 and other parcels as single-family residential use with no plans for new use. She reviewed the surrounding zoning in the area. City staff from various departments have reviewed and found no issues with the rezoning, bringing the property into the appropriate use and eliminating the previous non-conforming zoning. Staff did conduct neighborhood outreach by sending mailings to owners of record within 300 feet of the property, posted at the property and published a notice in the local paper pursuant to statutory requirements; they have not received any public

comments regarding this request. She added that the Planning & Zoning Commission unanimously recommended approval at the September 25 meeting.

Member of the public David Fero addressed the Council as a member of the Board of Polara Health. He is in support of Polara Health and this rezoning. This building is very old and would like to have clients/patients have dignity as they receive services. Urged the Council to approve this proposal.

Member of the public Stephen Polk addressed the Council regarding the specifics of the property and what Polara Health does in the community.

Mayor Goode commented that having uniform zoning is appropriate.

MOTION BY COUNCILMAN GAMBOGI TO ADOPT RESOLUTION NO. 2025-1951; SECONDED BY COUNCILMAN GRADY: PASSED (5 - 0)

MOTION BY COUNCILMAN GAMBOGI TO ADOPT ORDINANCE NO. 2025-1913; SECONDED BY COUNCILMAN GRADY: PASSED (5 - 0)

- D. Adoption of Ordinance No. 2025-1906 Approving City Contract No. 2026-100 Real Estate Administrator Bryan Sparks provided a presentation to the Council regarding the property purchase, which is the first related to Prop478, for a Police Evidence Facility by the Yavapai County Criminal Justice Center. The parcel is currently owned by Yavapai County and has been approved by their Board. The entire site is just over 16-acres and the city will be granted first right of refusal over the acreage not used for the facility.

Mayor Pro Tem Cantelme asked staff to address how much of the property is actually buildable, she believes that boring will need to be done.

Mr. Sparks responded that many of them are, there is a rudimentary layout done and will grant room for greater expansion but at this point will likely use up approximately 5 acres for this build. He added that the contract has not yet been approved so nothing has been done, but once Council approves processes and reviews will begin.

Mayor Goode agreed, staff will need to ensure that there aren't flooding or other issues.

Member of the public D. Carter LaBarge addressed the Council regarding many of the typos in the document which should have been caught before it was submitted to the Council, he feels that proper due diligence hasn't been done.

Mayor Pro Tem Cantelme stated that she is confused about how staff landed on this location, and expressed concern about use of the land.

MOTION BY COUNCILMAN GAMBOGI TO ADOPT ORDINANCE NO. 2025-1906; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)

- E. Approval of City Contract No. 2026-099 with Arrington Watkins Architects, for Design Services for the Police Substation & Property/Evidence Facility Project in the Amount of \$1,959,533.00. Funding is Budgeted & Available in the FY26

General Fund Budget.

Capital Program Manager Tim Sherwood provided a presentation to the Council regarding the contract for design services and stated that funding is available through Prop478 dedicated funds.

Mayor Goode commented that this is a big number and asked staff for more detailed information on what would be included for that.

Mr. Sherwood responded that it will be a multi-use facility and more like a campus.

Police Chief Amy Bonney added that this is the beginnings of Prop478, it is a large number but, designing this project and facility with the community's future in mind is really important. Contemplating needs for 30 years from now is difficult and envisioning that is part of making sure that this facility meets those future needs so while it's a lot, there are many reasons why. She added that staff also needs to consider parking and expansion needs for the police department beyond downtown.

Mayor Pro Tem Cantelme asked if there was someone with deep knowledge of construction had been part of the committee in selecting the company and asked if soil testing is going to be done.

Mr. Sherwood responded that it will all be part of the design. He added that he doesn't think any blasting will be necessary given the area.

MOTION BY COUNCILMAN GAMBOGI TO APPROVE CITY CONTRACT NO. 2026-099; SECONDED BY COUNCILWOMAN FRUHWIRTH: PASSED (5 - 0)

- F. Public Hearing #2 in Accordance with Resolution No. 2024-1876 Regarding 15% Alternative Design Concept Plans for the Effluent & Wastewater Pipeline and SR89 Improvements.

Public Works Director Gwen Rowitsh introduced the item to the Council and discussed the recently held open house which was well attended. She stated that today's public hearing is in alignment with the adopted Resolution and this is an opportunity for Council to hear public comment, there is no formal staff presentation.

Member of the public Cathey Rusing asked that this project be removed from the November 18 agenda. She doesn't feel that it is ready to be voted on. 70% of the public is against the widening and there are too many questions about what infrastructure is going in for the pipes. This is part of the centralization project which will shut down Sundog and move everything to the Airport. It is Phase III of a plan which has never been discussed publicly. Cannot agree on how big the pipeline and sewer main should be. She added that this has been done without transparency and in violation of Prop401 which requires voter approval.

Member of the public D. Carter LaBarge addressed the Council regarding taking a step back to reconsider the data. He believes the data is false, this was all supposed to be based on safety. All the accidents were at roundabouts, so he doesn't think it makes sense to add more of them. Rather, smart streetlights

should be added and expediting the sewer and effluent line replacements and repairs should be done.

Member of the public Mike Coffey addressed the Council regarding necessity versus urgency. Replacing the pipeline is both necessary and urgent, but the widening necessity is questionable and it isn't urgent. Kimley-Horn essentially did back of the napkin math to determine traffic in the next five years, but origin analysis based on cell phone data can provide better data. Additional commercial in Deep Well would minimize traffic through this area and that should be considered.

Member of the public Michael Marchand addressed the Council regarding his analysis of the public comments and stated that more than 50% of those who commented are opposed to widening. He handed out a packet with his analysis information, and pointed out many areas where he feels additional research and data is needed. He stated that the costs could increase significantly, which is why he believes the public needs an all-in-cost before a vote takes place. Independent reviewers should be completely independent of Kimley-Horn, city staff or any other contractor.

Member of the public Deborah Thalasis addressed the Council regarding the focus of this project having been on the road widening, yet the reason for the project is the infrastructure under the ground. This is all part of the centralization plan, but there has been no public discussion of the entire project since 2015 and there hasn't been transparency for this project. Sewer rate increases are reflective of this project because the city is borrowing money from WIFA because they don't have enough money for this. Need an independent firm to look at all of this. If the Council votes in favor of the CMAR, they have obligated themselves to enter into a WIFA bond.

Member of the public Bonnie McMinn addressed the Council regarding strong opposition to widening and the resulting Resolution to ensure public input and transparency. The drawings were released but no full explanation or report was included with this information, and it has still not been made public. This project is not ready for a vote. The failure of the pipe shows that the need is what is under the ground. There is confusion about the process itself and there has been no summary from the city on the public comment period.

Member of the public Jim Garing addressed the Council regarding the CYMPO regional transportation plan, which references widening through the Dells as a medium-level project. He discussed the traffic analysis in the virtual meeting room, which has the first recommendation being to implement option 2B which doesn't include widening, and then further analyze the widening options at a later time. He added that this project is also tied to centralization projects which are totaling over \$200 million and believes that the city needs an independent audit of all these projects.

Member of the public Ruth Anne Norris addressed the Council as a member of the Granite Dells Preservation Foundation. She encouraged the Council to pause any decision related to this project, even when it is hard. The scope of the

widening project does not include the existing roundabouts and that is a significant mistake, they are a primary cause of the issues. Need to take a look at the whole stretch of road and see if this project is as worthwhile as some believe, it should be done right.

Member of the public Stacey Brown addressed the Council regarding ensuring they serve as a responsible steward of taxpayer dollars. She discussed several major flaws in this project, including: 1) the widening has no clear problem statement or definition of the current conditions and desired future state. These concerns should be addressed, and the Council should ensure that the public is on board before moving forward with a project based on assumptions.

Member of the public Ralph Hess addressed the Council and echoed other comments from the public and expressed his support of them. This project has been a subject of the current Council election campaign and the incoming Council should be the ones to make a decision about it. The Council has not yet heard a determination of whether this project will need to be put before the voters under Prop401.

Member of the public Richard Thompson addressed the Council echoing other citizen comments and added that in 2023 a survey was conducted and 84% of people stated that there was no congestion on Hwy89. The vote should be postponed to the next Council and more research needs to be done.

Member of the public Dottie Morris addressed the Council regarding stewardship of the beauty of this community. Everybody knows the Granite Dells and once it is ruined it is that way forever. We've done this once before with the mall and where is the tax revenue for that now.

Member of the public Rod Moyer addressed the Council regarding the high number of public comments received, and it is difficult to interpret all of them. He submitted those to AI to determine if many were in favor or opposed to widening, and the majority were opposed. The constant progression of assumed increased traffic isn't something that can truly be determined, and added that most of the accidents are at roundabouts but the proposal is to add more.

Member of the public Joanne Oellers addressed the Council regarding her recent interview with Y-Plan to understand the depth and breadth of trail knowledge in the area with their trail connectivity project. She has not heard any references regarding collaboration with CYMPO to connect the east and west sides of HWY89, and there is an opportunity to include an underpass that would help with this connectivity, which would be beneficial but also makes this project even more complex. Ms. Oellers requested that improvements to the roadway take into consideration trail connectivity.

Member of the public Terry Sapio addressed the Council regarding the fact that it is inevitable that the roadway will be widened at some point and so the Council has to decide if they will put the public through the inconvenience and cost of doing this once or doing this twice. He hopes that this Council or a future Council will make a decision to proceed with needed repairs and not put the citizens

through the inconvenience of having to do it twice.

Member of the public Mary Frederickson addressed the Council disagreeing with Mr. Sapio that the road will have to be widened in the future. As a taxpayer and resident of Prescott she doesn't want to see this area destroyed, it is magical. She encouraged the Council to decouple the urgency of getting lines fixed and roadway improvements, and whether the projects as a whole impact Prop401 because there is a section that addresses fixing existing lines. This is something that will certainly need to be looked at.

Mayor Goode said that he appreciates the public's input and involvement on this issue.

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

12. ADJOURNMENT

Quote: "Nothing opens the door to a totalitarian regime as surely as the elimination of God as the source and guarantor of our rights. You do not have to be religious to recognize that the survival of this republic is contingent on God's rule on the nation and the nation's affairs."

There being no further business to discuss, Mayor Goode adjourned the meeting at 5:45 p.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. THORNHILL, 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 October 14, 2025. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill, City Clerk



City of Prescott

City Council - Special Meeting

October 20, 2025 | 8:00 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 8:01 a.m.

2. ROLL CALL

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

3. DISCUSSION & ACTION ITEMS

- A. Discussion & Possible Action Regarding Authorizing Action to Defend the City and its Employees in Litigation Relating to the Appointment of a Councilmember including Open Meeting Law Allegations and Retaining Pierce Coleman for that Purpose.

City Attorney Joseph Young discussed the matter for which the city needs representation. The Council must vote for representation for the city as a whole, individual representation is a separate matter.

MOTION BY COUNCILMAN GAMBOGI TO APPROVE ITEM 3.A.;
SECONDED BY COUNCILMAN MONTOYA: PASSED (5 - 0)

4. ADJOURNMENT

There being no further business to discuss, Mayor Goode adjourned the meeting at 8:03 a.m.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. THORNHILL, 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 October 20, 2025. I further certify the meeting was duly called and held and that a quorum was present.

Sarah M. Thornhill, City Clerk



TO: MAYOR AND CITY COUNCIL
AGENDA: October 28 Voting Meeting
DATE: October 28, 2025
DEPT: Community Development
ITEM #: 9.B
SUBJECT: **FNP24-003:** A Final Plat of Peregrine Ridge at Prescott Lakes PAD Subdivision, a 48-lot Subdivision on a 26.44 Acre Parcel Located East off of Prescott Lakes Parkway via Smoke Tree Lane Extension. Zoning: BG (Business General).

ITEM SUMMARY

This item is a request for approval of a Final Plat for the Peregrine Ridge at Prescott Lakes PAD Subdivision, creating 48 residential lots on 26.44 acres, located on the east side of Prescott Lakes Parkway with access via an extension to Smoke Tree Lane. The property is zoned BG (Business General) and this development is part of the Prescott Lakes Master Plan. The property is being graded with an active grading permit.

BACKGROUND

The subject property is approximately 26.44 acres, zoned BG (Business General) and will consist of 48 residential lots.

The BG zoning district allows for commercial and residential uses. This 26.44 acre parcel would allow up to a total of 821 dwelling units. The proposed plat is for 48 detached single family residential lots.

Access to the subdivision is off of Prescott Lakes Parkway via an extension of Smoke Tree Lane to this subdivision.

Pursuant to section 3.16 of the Development Agreement, open space has been accounted for in aggregate throughout the Master Plan "in satisfaction of the 20% open space requirements for Prescott Lakes or any portion thereof." That said, this Final Plat reflects 11.542 acres (43.6%) designated as Open Space.

The Planning and Zoning Commission recommended approval of the Preliminary Plat at their January 12, 2023, meeting and was approved by the City Council at their January 24, 2023 meeting.

The Final Plat was reviewed for compliance with the approved Preliminary Plat per Resolution No. 3213. Staff determined that the Final Plat is in substantial conformance with the approved Preliminary Plat.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve FNP24-003

ATTACHMENTS

1. NARRATIVE
2. Maps
3. Approved Preliminary Plat Map
4. Peregrine Ridge Final Plat
5. Prescott Lakes Master Plan - Approved August 9, 2005
6. CC - Resolutions - 3213 - 11231999



1650 Willow Creek Road
Prescott, AZ 86301

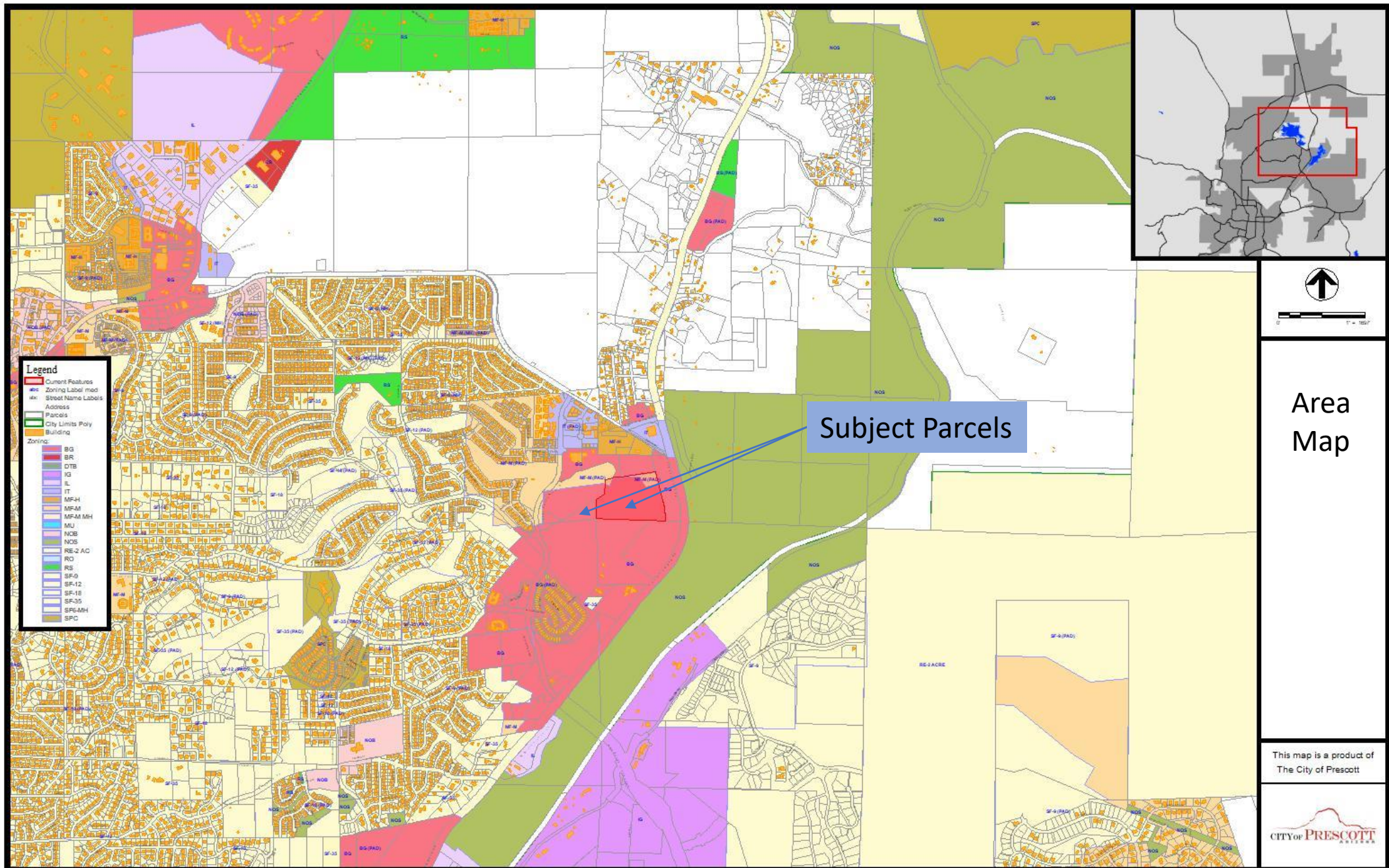
City of Prescott Community Development
433 N Virginia St
Prescott, AZ 86301

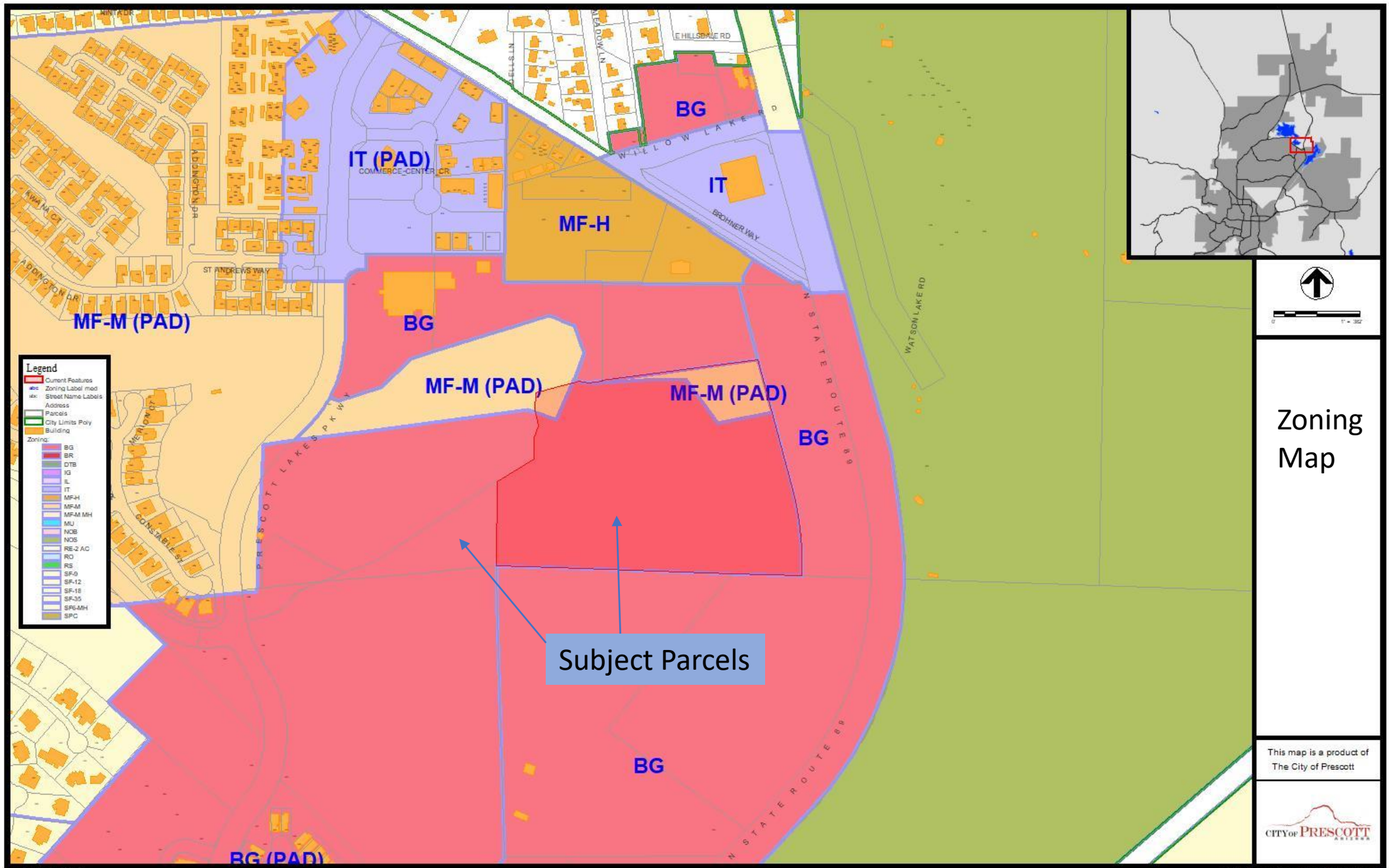
Re: FNP24-003 Peregrine Ridge at Prescott Lakes

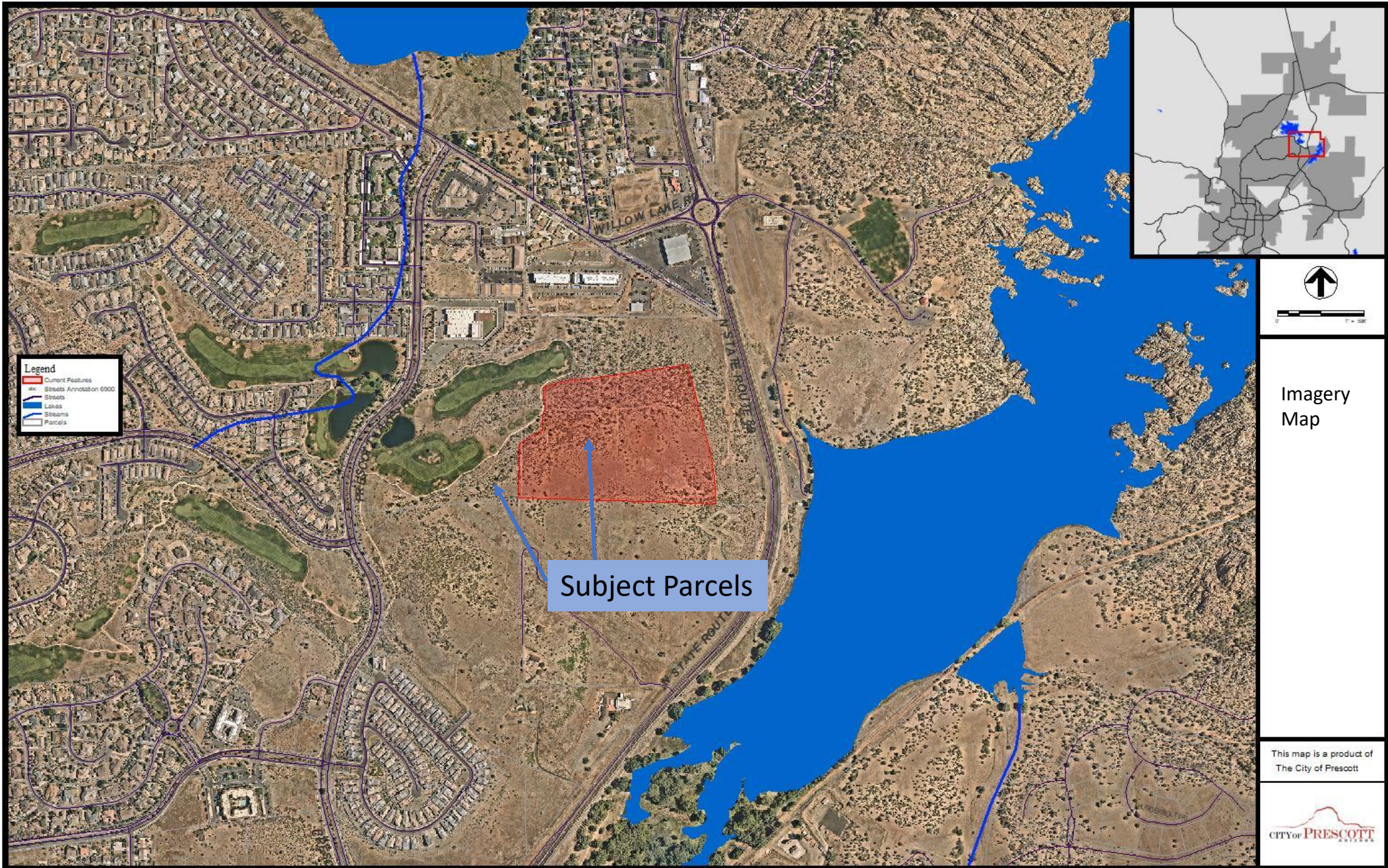
The preliminary plat (PLN22-003) showed fifty-four (54) lots on 26.4 acres will access proposed from Smoke Tree Lane. The final plat based on the final grading design no has forty-eight (48) lots on 26.4 acres and the primary access is still from Smoke Tree Lane. The lot sizes were slightly reduced in depth from 140-feet to various depts with the shortest lot being 117-feet in depth. The lots and roadways were modified to accommodate the mass grading of the lots. There is still 25% minimum open space as required

Respectfully Submitted,

Scott A. Lyon, P.E., R.L.S.
President
Lyon Engineering & Surveying Inc.







NOTES:

- THE APPROXIMATE PROPOSED TRAIL LOCATION AND ALIGNMENT IS SHOWN ON SHEET 5 OF 6. TRAIL WILL TIE INTO THE EXISTING TRAIL SYSTEM AND LOOP AROUND PEREGRINE RIDGE, IF FEASIBLE.

- STREET NAMES WILL BE PROPOSED AND SUBMITTED TO THE CITY OF PRESCOTT ADDRESSING DEPARTMENT PRIOR TO FINAL PLAT APPROVAL.

- ALL HOMES SHALL HAVE FIRE SPRINKLER SYSTEMS PER CITY OF PRESCOTT FIRE DEPARTMENT REQUIREMENTS.

Open Space Area Table				
Total Area (sf)	Total Area (ac)	Open Space Area (sf)	Open Space Area (ac)	Percent Open Space
1,151,534	26.44	422,163	9.69	36.7%

LOT COUNT AND DATA

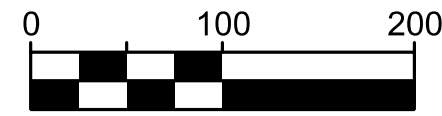
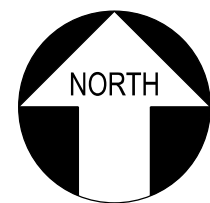
54 PROPOSED SINGLE-FAMILY LOTS - 70' x 140' (9,800 sq ft)

TOPOGRAPHY NOTE:

TOPOGRAPHY SHOWN IS FROM THE CITY OF PRESCOTT MARCH 2020 AERIAL FLIGHT SUPPLEMENTED WITH ASTORIA PHASE 2A PROPOSED FINISHED TOPOGRAPHY (10' INTERVAL THIS SHEET)

SYMBOL LEGEND

	EXISTING 5' CONTOUR
	PROJECT/PHASE BOUNDARY
	EXISTING LOT/ROW LINE
	YC PARCEL # AND OWNER INFO
	EASEMENT LINE



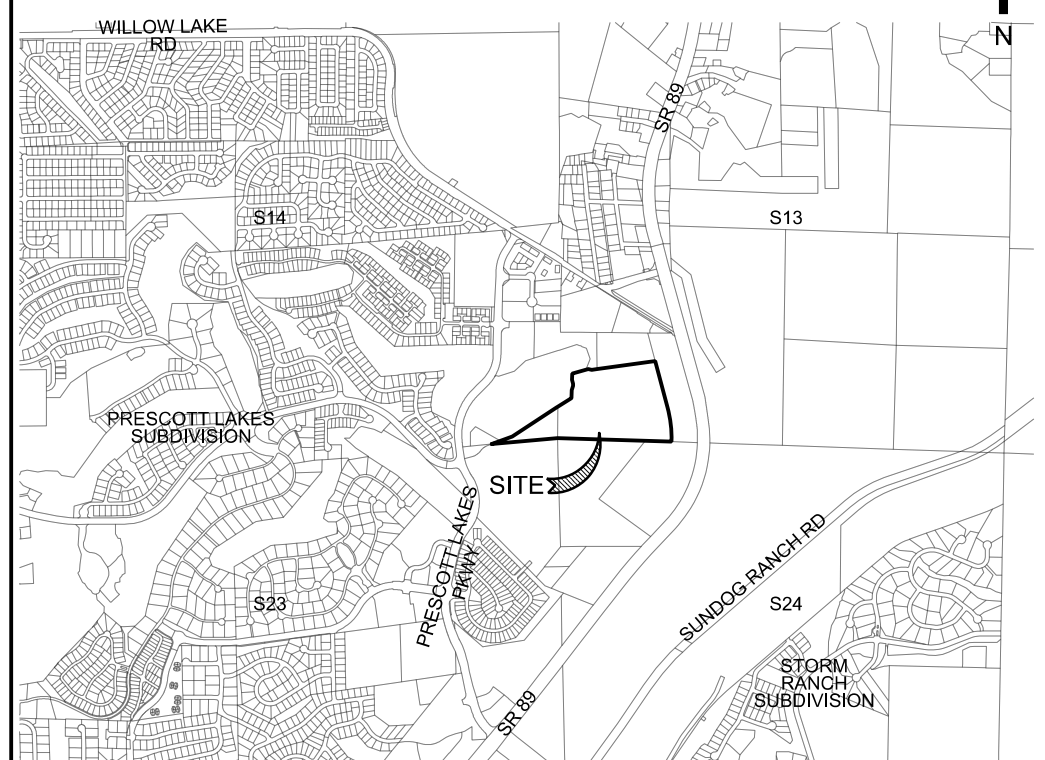
DRAWING SCALE
1 inch = 100 Feet
(This scale is valid for 24"x36" sheets only)

PRELIMINARY PLAT FOR PEREGRINE RIDGE AT PRESCOTT LAKES P.A.D.

SHEET INDEX

SHEET NUMBER	DESCRIPTION
1	OVERALL MAP, PHASING, BOUNDARY & PROJECT DATA
2	PRELIMINARY PLAT SHEET 2 - PEREGRINE RIDGE
3	PRELIMINARY PLAT SHEET 3 - BOUNDARY GEOMETRICS & TRACT DATA
4	PRELIMINARY PLAT SHEET 4 - WATER & SEWER CONCEPTUAL PLAN
5	PRELIMINARY PLAT SHEET 5 - GRADING/DRAINAGE
6	ROADWAY SECTIONS AND DETAILS

LOCATION MAP (N.T.S.)



DESCRIPTION OF PROJECT

PEREGRINE RIDGE WILL CONSIST OF OPEN SPACE TRACTS AND 54 SINGLE-FAMILY LOTS ON APPROXIMATELY 26 ACRES.

SITE DATA

ACCESSOR PARCELS NUMBERS: 106-13-034K, 106-18-067N

NET SITE AREA = 26.4 ACRES
OPEN SPACE = 9.7 ACRES (36.7%)

ZONING

CURRENT ZONING: BG WITH P.A.D. DESIGNATION

UTILITIES AND SERVICES

ELECTRICITY: ARIZONA PUBLIC SERVICE
GAS: UNISOURCE ENERGY SERVICES
TELEPHONE: CENTURY LINK OR CABLE ONE
CABLE TV: CENTURY LINK OR CABLE ONE
WATER: CITY OF PRESCOTT
SEWER: CITY OF PRESCOTT
GARBAGE: CITY OF PRESCOTT

REFUSE DISPOSAL: CITY OF PRESCOTT SUNDOG TRANSFER STATION

POLICE: CITY OF PRESCOTT
FIRE: CITY OF PRESCOTT

LEGAL DESCRIPTION

PORTIONS OF SECTIONS 13 AND 14, TOWNSHIP 14 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA

BENCHMARK

CITY OF PRESCOTT DATUM - NGS 5346
IN PRESCOTT, YAVAPAI COUNTY, COUNTY COURTHOUSE GROUNDS AT THE BUCKY O'NEIL STATUE IN THE REAR CONCRETE BASE: A USGS STANDARD CAP STAMPED "5346 PRSCT" AND RIVETED ON THE TOP OF A 3.5 IRON PIPE
ELEVATION = 5357.359 NAVD 88

OWNER

BEAR CREEK HOLDINGS, LLC.
PROJECT CONTACT:
LUTHER KRAYBERGER
100 E SHELTON ST STE 200
PRESCOTT, AZ 86301
(503) 347-4755

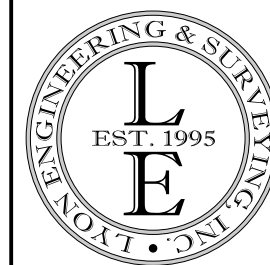
CURRENT LAND OWNER

MJF PROPERTIES, LLC.
8195 N CLIPPINGER DR
CINCINNATI, OH 45243
CONTACT:
JILL MORRIS
(480) 271-2808

ENGINEERS/SURVEYORS

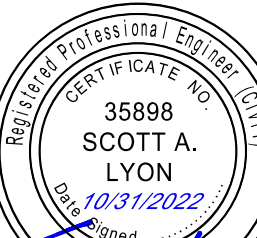
DRAWN: DAH DESIGN: DAH JOB#: 1462-01

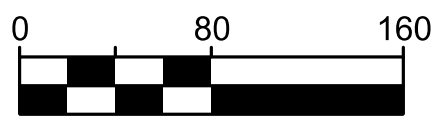
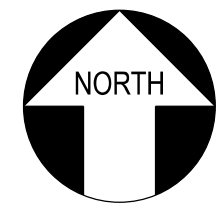
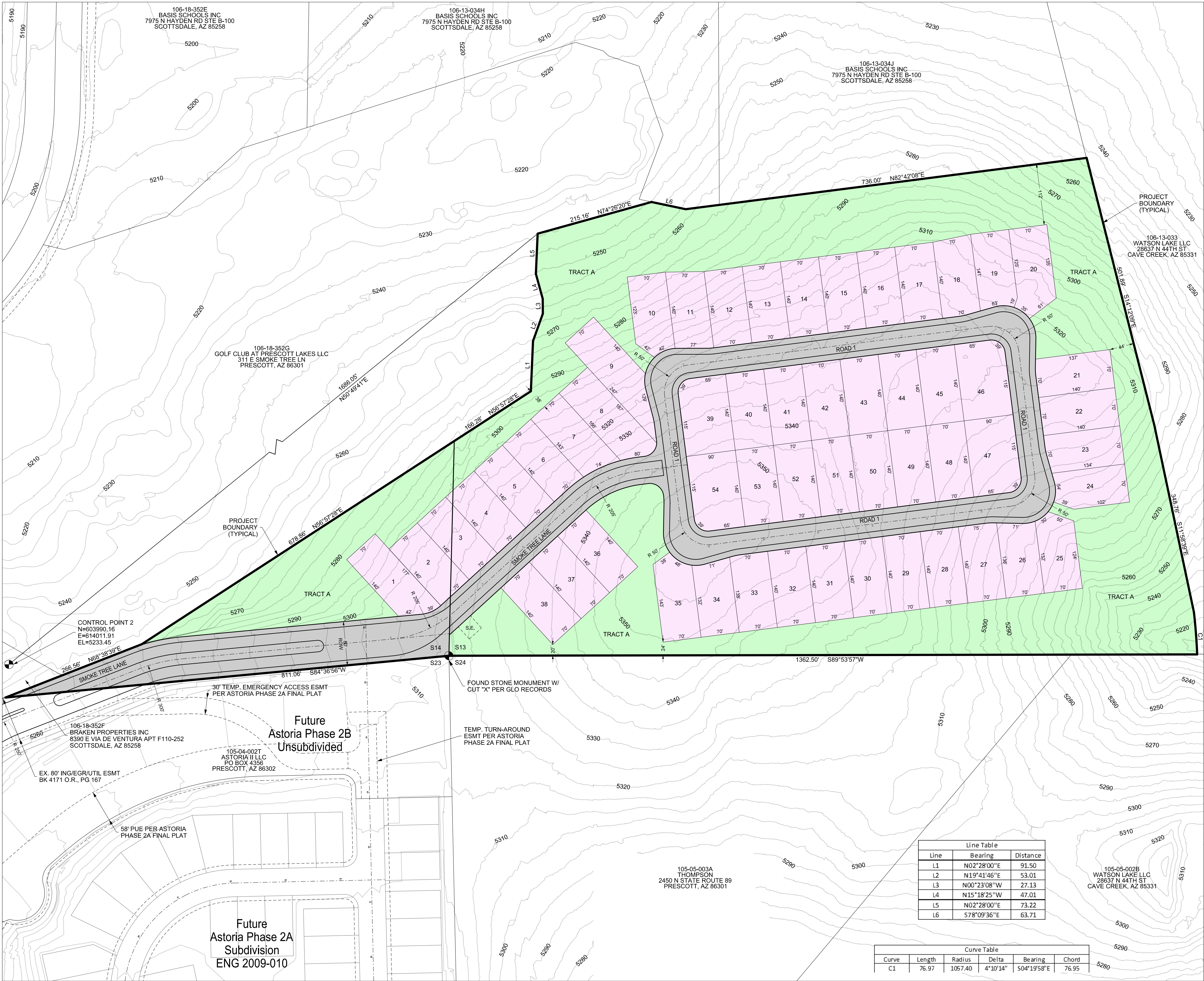
DATE OF PREPARATION: 10/31/2022



SHEET: 1 OF 6

SCOTT A. LYON, P.E.

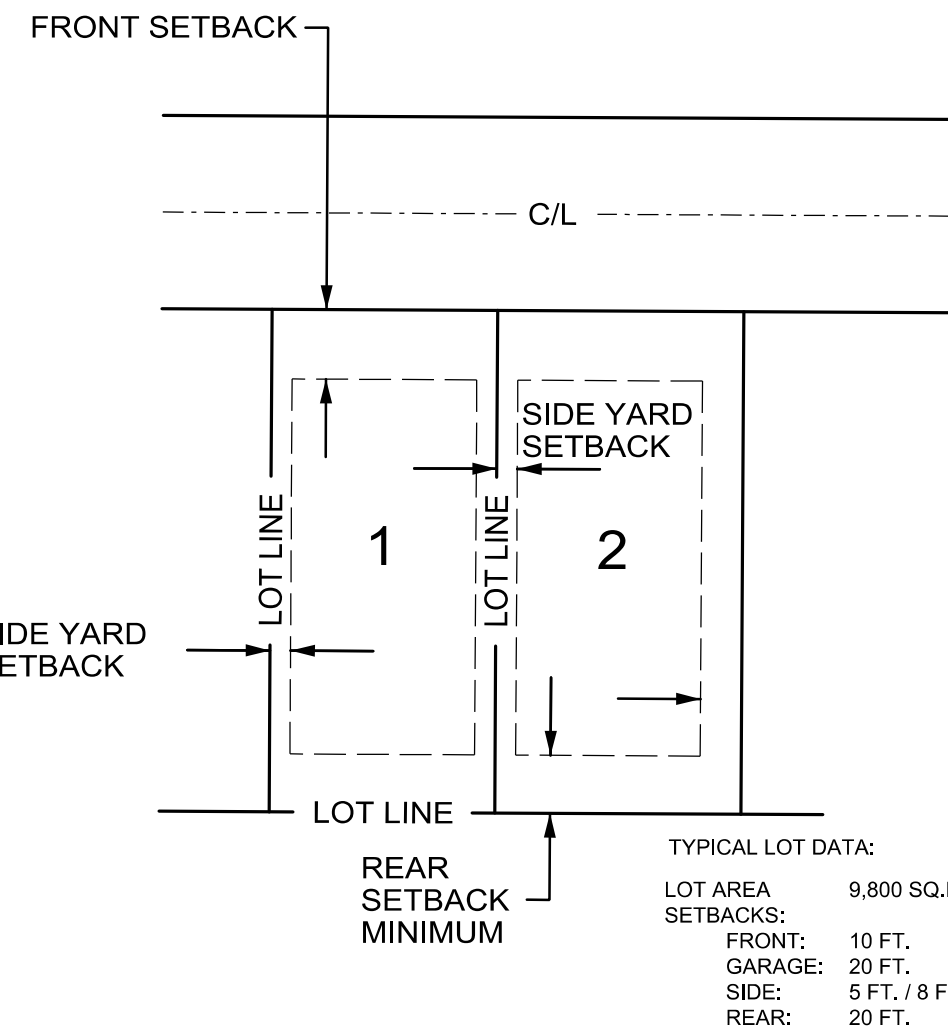




DRAWING SCALE
1 Inch = 80 Feet

Peregrine Ridge Lot Size Table

Lot Number	Area (sq ft)	Lot Number	Area (sq ft)
1	11,449	28	9,800
2	9,800	29	9,800
3	9,800	30	9,800
4	9,800	31	9,800
5	9,800	32	9,800
6	9,835	33	9,787
7	10,667	34	9,341
8	12,909	35	10,284
9	13,422	36	9,800
10	9,849	37	9,800
11	9,824	38	9,800
12	9,800	39	12,466
13	9,800	40	9,800
14	9,800	41	9,800
15	9,800	42	9,800
16	9,800	43	9,800
17	9,800	44	9,800
18	9,910	45	9,800
19	9,622	46	12,466
20	10,703	47	12,466
21	9,761	48	9,800
22	9,800	49	9,800
23	9,664	50	9,800
24	9,037	51	9,800
25	9,535	52	9,800
26	9,341	53	9,800
27	9,787	54	12,466



PROPOSED PARCEL SETBACKS

SYMBOL LEGEND

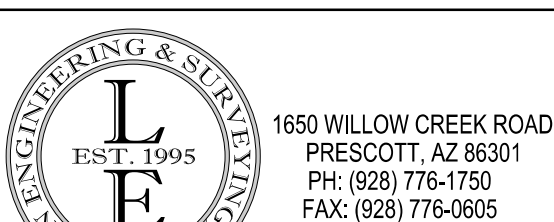
- EXISTING 5' CONTOUR
- PROJECT/PHASE BOUNDARY
- EXISTING LOT/ROW LINE
- YC PARCEL # AND OWNER INFO
- EASEMENT LINE
- 30' x 30' SIGN EASEMENT LOCATION

PEREGRINE RIDGE AT PRESCOTT LAKES
P.A.D.
PRELIMINARY PLAT

ENGINEERS/SURVEYORS

DRAWN: DAH DESIGN: DAH JOB#: 1462-01

DATE OF PREPARATION: 10/31/2022



SCOTT A. LYON, P.E.



SHEET: 2 OF 6





080160

DRAWING SCALE
1 Inch = 80 Feet

Tract Areas			
Tract ID	Land Use	Area (sq ft)	Area (acre)
A	Open Space, Drainage, Trail	422,163	9.69
Open Space Tract Total		422,163	9.69

Line Table		
Line	Bearing	Distance
L1	N02°28'00"E	91.50
L2	N19°41'46"E	53.01
L3	N00°23'08"W	27.13
L4	N15°18'25"W	47.01
L5	N02°28'00"E	73.22
L6	S78°09'36"E	63.71

Curve Table					
Curve	Length	Radius	Delta	Bearing	Chord
C1	76.97	1057.40	4°10'14"	S04°19'58"E	76.95

EXISTING 5' CONTOUR

PROJECT/PHASE BOUNDARY

EXISTING LOT/ROW LINE

YC PARCEL # AND OWNER INFO

EASEMENT LINE

30' x 30' SIGN EASEMENT LOCATION

800-20-0588
ARIZONA STATE
LAND

S.E.

PEREGRINE RIDGE AT PRESCOTT LAKES
P.A.D.
PRELIMINARY PLAT
BOUNDARY GEOMETRICS & TRACT DATA TABLE

ENGINEERS/SURVEYORS
DRAWN: DAH DESIGN: DAH JOB#: 1462-01

DATE OF PREPARATION: 10/31/2022

EST. 1995

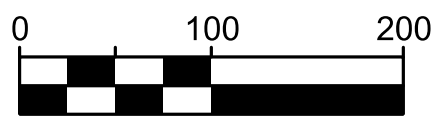
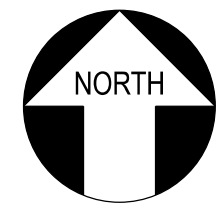
1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
PH: (928) 776-1750
FAX: (928) 776-0605

SCOTT A. LYON, P.E.
35898
SCOTT A. LYON
10/31/2022

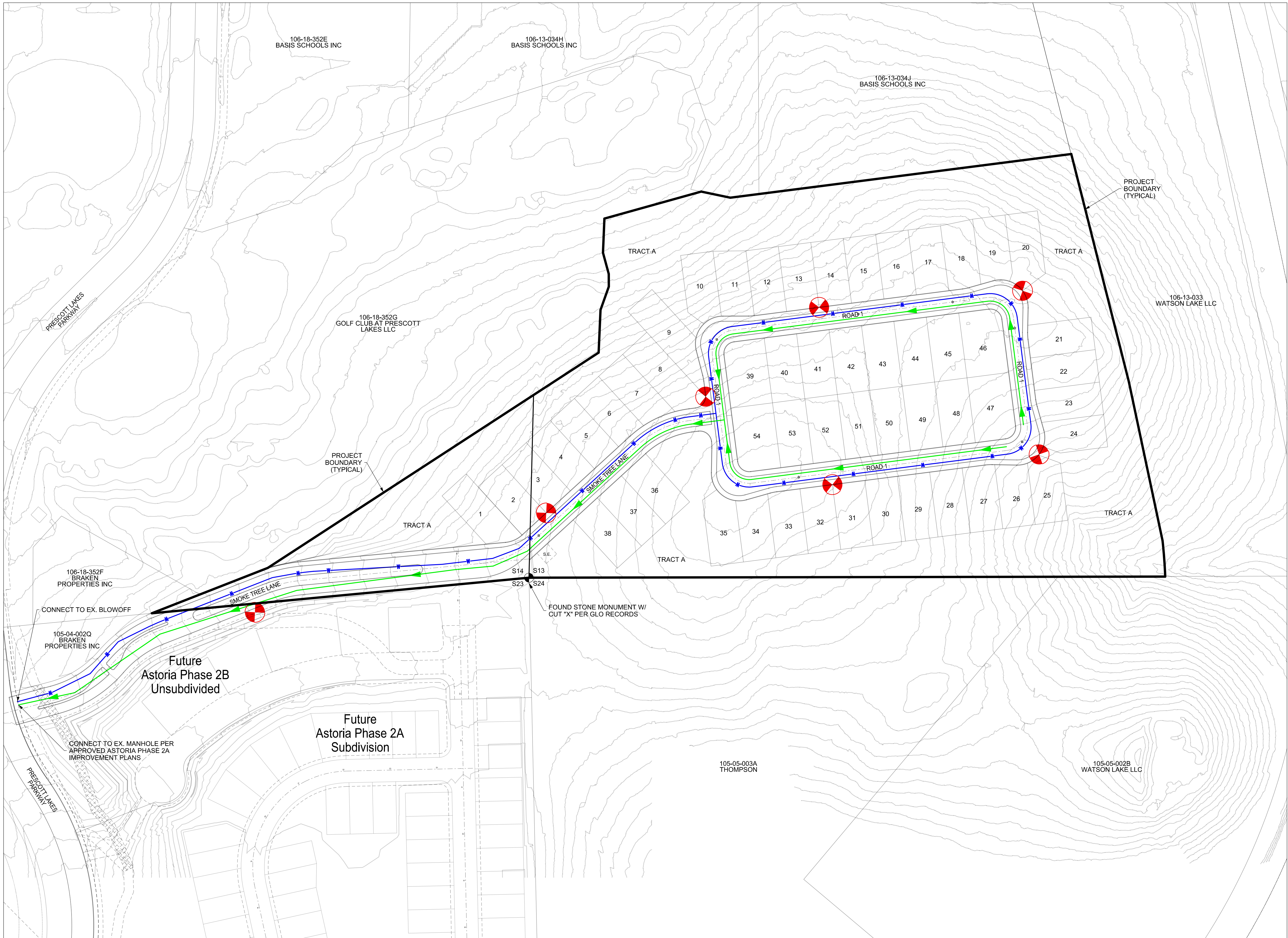


SHEET: 3 OF 6

Page 36 of 439



DRAWING SCALE
1 Inch = 100 Feet



SYMBOL LEGEND

	EXISTING 5' CONTOUR
	PROJECT/PHASE BOUNDARY
	EXISTING LOT/ROW LINE
	YC PARCEL # AND OWNER INFO
	EASEMENT LINE
	30' x 30' SIGN EASEMENT LOCATION
	WATER MAIN (SEE WATER REPORT FOR LINE SIZES)
	FIRE HYDRANT
	GRAVITY SEWER (8" MAIN)

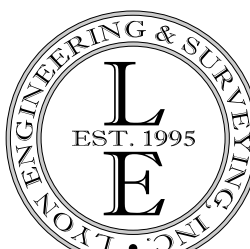
PEREGRINE RIDGE AT PRESCOTT LAKES
P.A.D.
PRELIMINARY PLAT

WATER AND SEWER CONCEPTUAL PLAN

ENGINEERS/SURVEYORS

DRAWN: DAH DESIGN: DAH JOB#: 1462-01

DATE OF PREPARATION: 10/31/2022

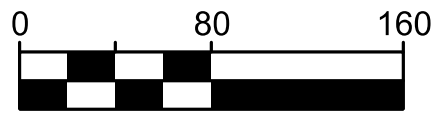
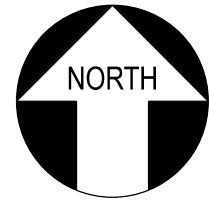
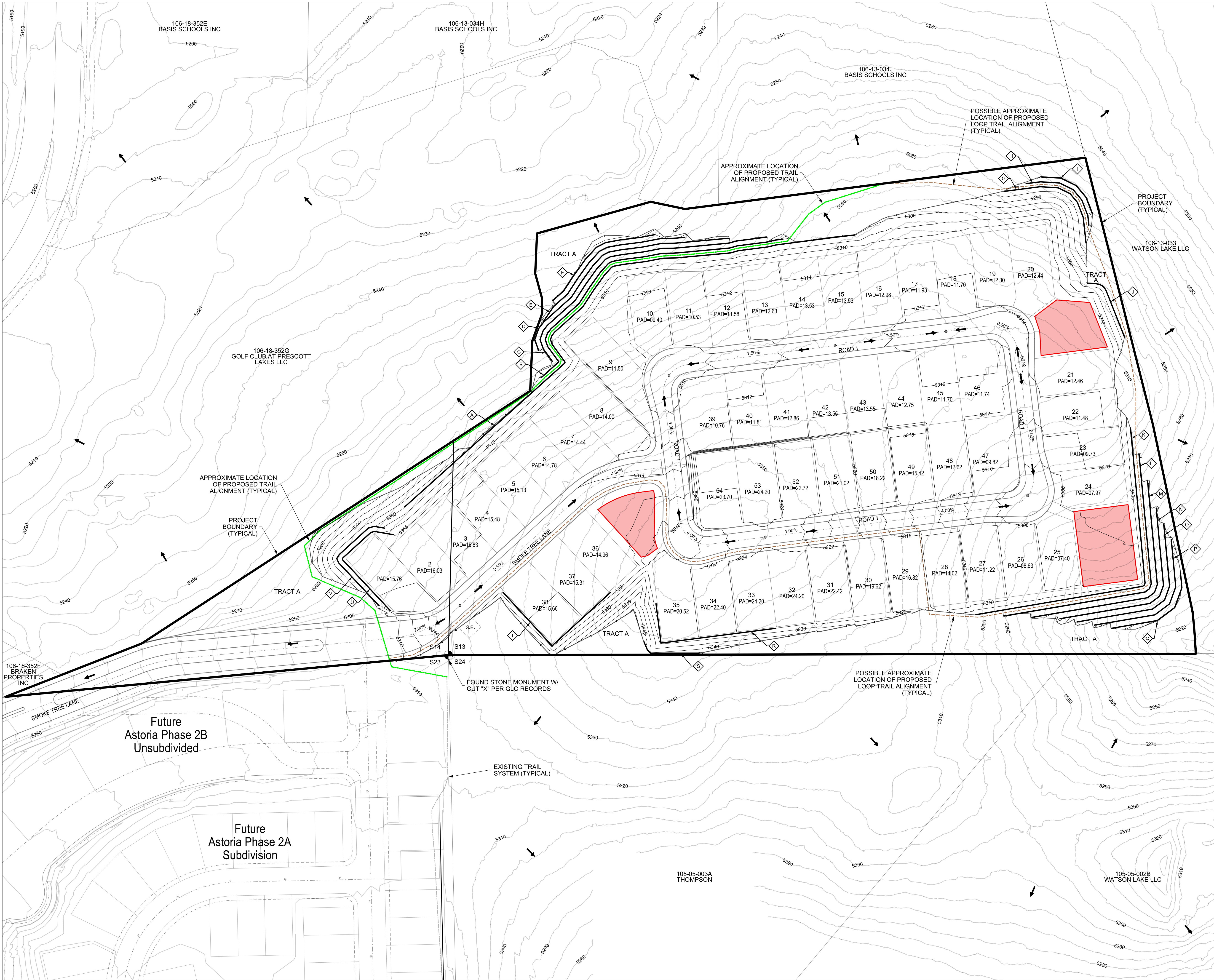


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SCOTT A. LYON, P.E.



SHEET: 4 OF 6



DRAWING SCALE
1 Inch = 80 Feet

ROADWAY, GRADING AND DRAINAGE NOTES:

ALL LOTS ARE PROPOSED TO BE MASS GRADED PER THE TYPICAL MASS GRADING CONCEPT DETAIL D1 ON SHEET 6 OF 6.

MINIMUM ROADWAY GRADES ARE PROPOSED TO BE GREATER THAN 0.50% PER CITY OF PRESCOTT GES REQUIREMENTS.

MAXIMUM ROADWAY GRADES ARE PROPOSED TO BE EQUAL TO OR LESS THAN 12% (LOCAL RESIDENTIAL) AND 8% (RESIDENTIAL COLLECTOR) PER CITY OF PRESCOTT GES REQUIREMENTS.

ROADWAY 1 AND SMOKE TREE LANE PROPOSED TYPICAL CROSS SECTION GEOMETRY ARE SHOWN ON COP STANDARD DETAIL 602P - LOCAL RESIDENTIAL STREET ON SHEET 6 OF 6.

SMOKE TREE LANE TYPICAL CROSS SECTION GEOMETRY WILL MATCH THE EXISTING SMOKE TREE LANE CROSS SECTION GEOMETRY ON THE WEST SIDE OF PRESCOTT LAKES PARKWAY AND IS SHOWN ON SECTION R-1 ON SHEET 6 OF 6. THE CROSS SECTION GEOMETRY SHOWN ON SECTION R-1 WILL EXTEND FROM THE SMOKE TREE LANE AND PRESCOTT LAKES PARKWAY INTERSECTION NEARLY 1100' TO THE EAST, WHERE SMOKE TREE LANE WILL TAPER TO THE PROPOSED TYPICAL CROSS SECTION GEOMETRY SHOWN ON COP STANDARD DETAIL 602P - LOCAL RESIDENTIAL STREET.

ALL ROADWAYS ARE PROPOSED TO BE PUBLIC ROADWAYS.

KNICKLES ARE PROPOSED TO BE CONSTRUCTED PER COP STANDARD DETAIL 622P-1 AS SHOWN ON SHEET 6 OF 6.

Wall Table		
Wall	Max. Height	Length
A	8'	1,066'
B	8'	597'
C	8'	533'
D	8'	453'
E	8'	324'
F	8'	237'
G	8'	220'
H	8'	161'
I	8'	127'
J	4.5'	131'
K	10'	600'
L	10'	517'
M	10'	434'
N	10'	350'
O	10'	307'
P	10'	264'
Q	14'	191'
R	8'	285'
S	8'	112'
T	8'	278'
U	8'	241'
V	8'	226'

SYMBOL LEGEND

	EXISTING 5' CONTOUR
	PROPOSED 5' CONTOUR (SLOPES)
	PROPOSED 2' CONTOUR (ROADS AND LOTS)
	CUT SLOPE LIMITS
	FILL SLOPE LIMITS
	PROPOSED RETAINING WALL
	PROJECT/PHASE BOUNDARY
	EXISTING LOT/ROW LINE
	EXISTING TRAIL SYSTEM
	PROPOSED TRAIL SYSTEM
	YC PARCEL # AND OWNER INFO
	EASEMENT LINE
	30' x 30' SIGN EASEMENT LOCATION
	DRAINAGE FLOW DIRECTION
	STORMWATER DETENTION POND

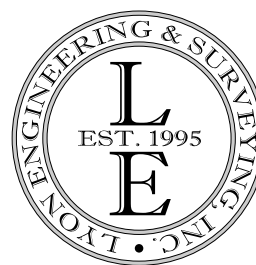
PEREGRINE RIDGE AT PRESCOTT LAKES
P.A.D.
PRELIMINARY PLAT

GRADING/DRAINAGE

ENGINEERS/SURVEYORS

DRAWN: DAH DESIGN: DAH JOB#: 1462-01

DATE OF PREPARATION: 10/31/2022

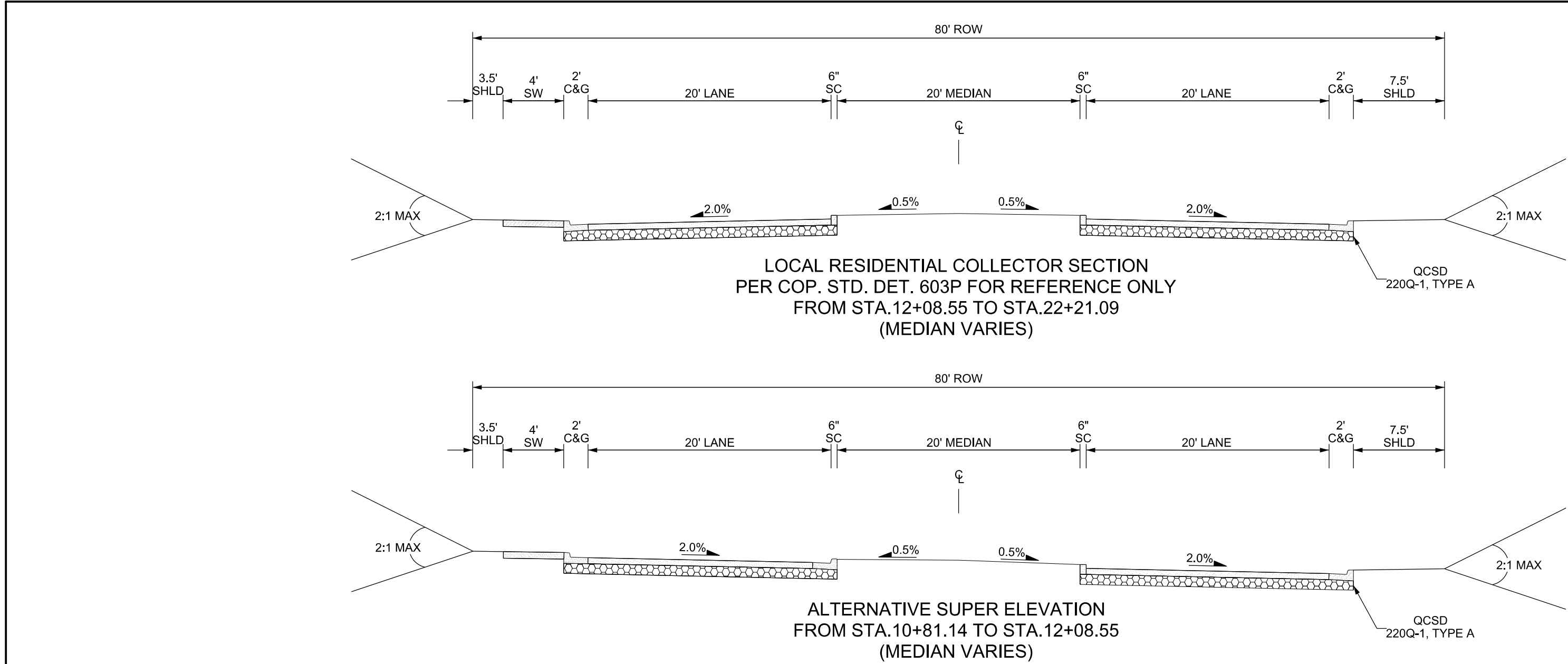


1650 WILLOW CREEK ROAD
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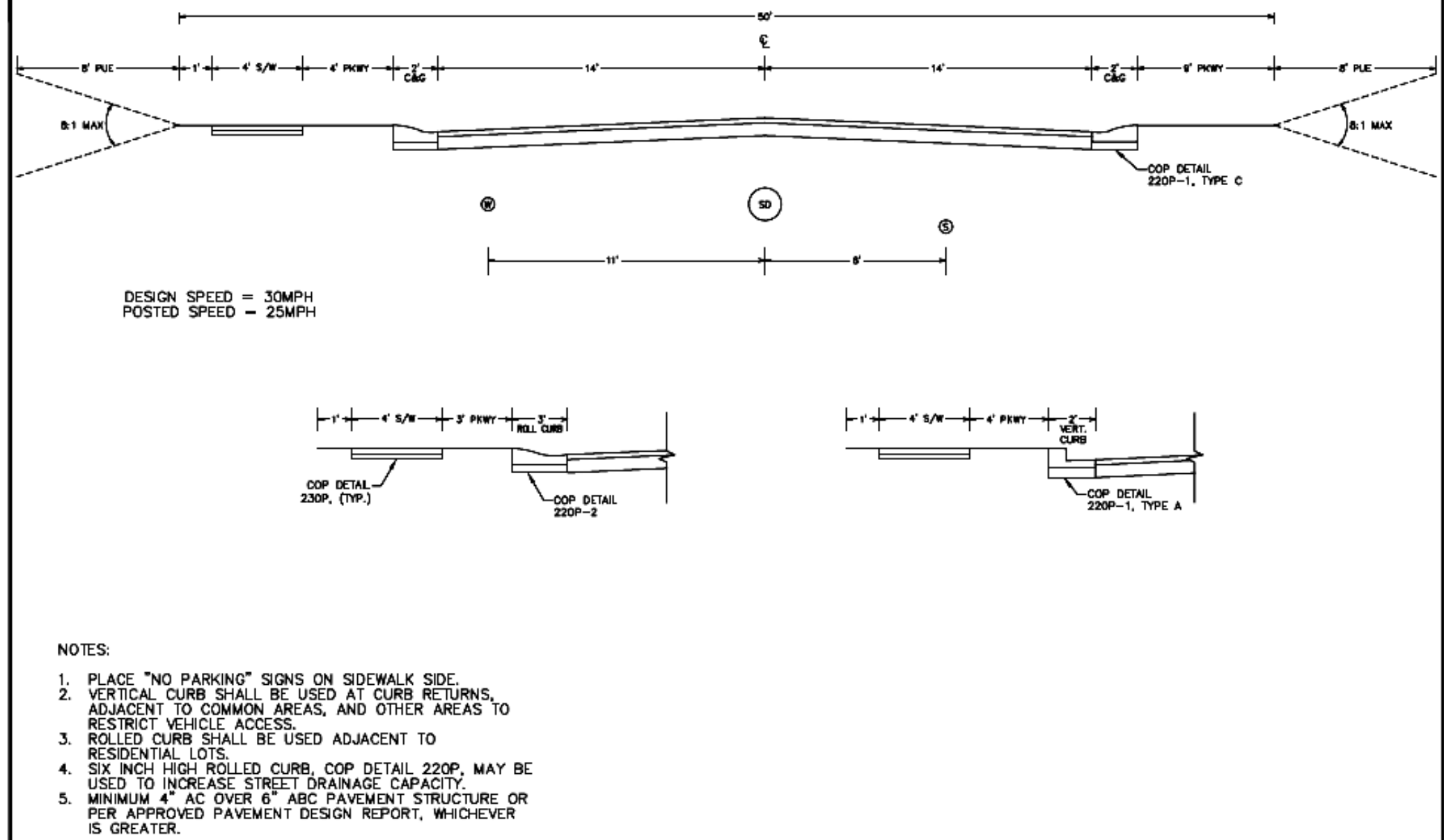
SCOTT A. LYON, P.E.



SHEET: 5 OF 6



SECTION
R-1



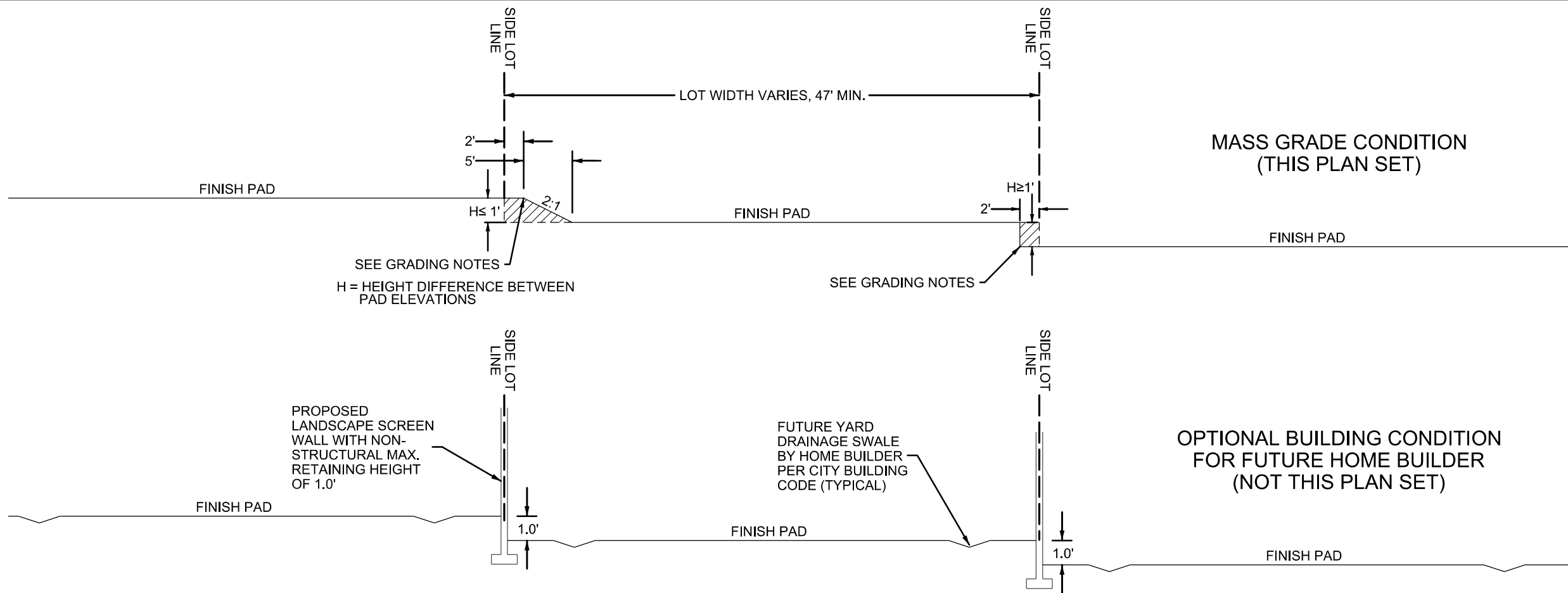
COP STANDARD DETAIL

LOCAL RESIDENTIAL STREET

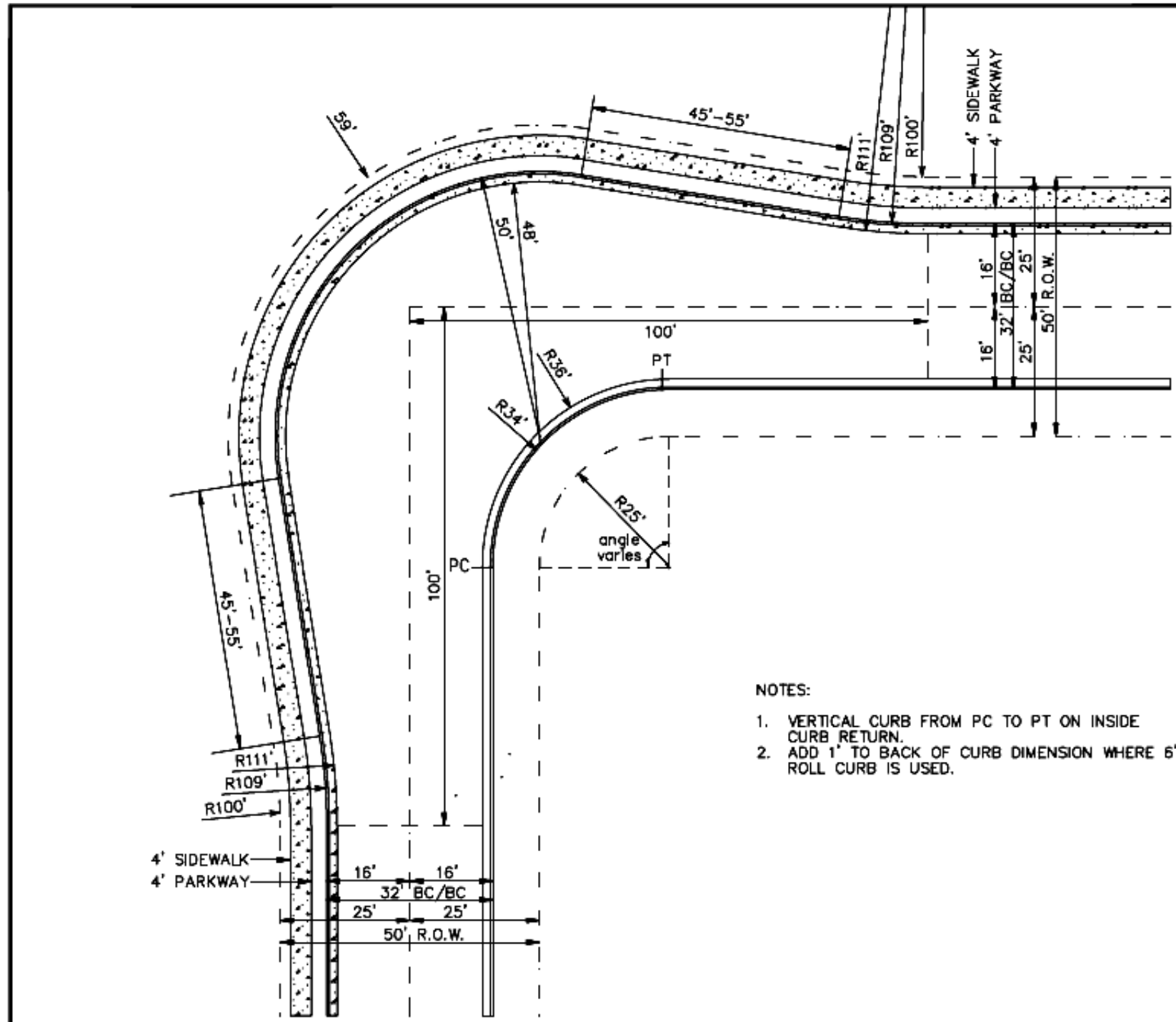
Charles Andrews
CITY ENGINEER

REVISED:
07/16

DETAIL No.
602P



DETAIL
D1



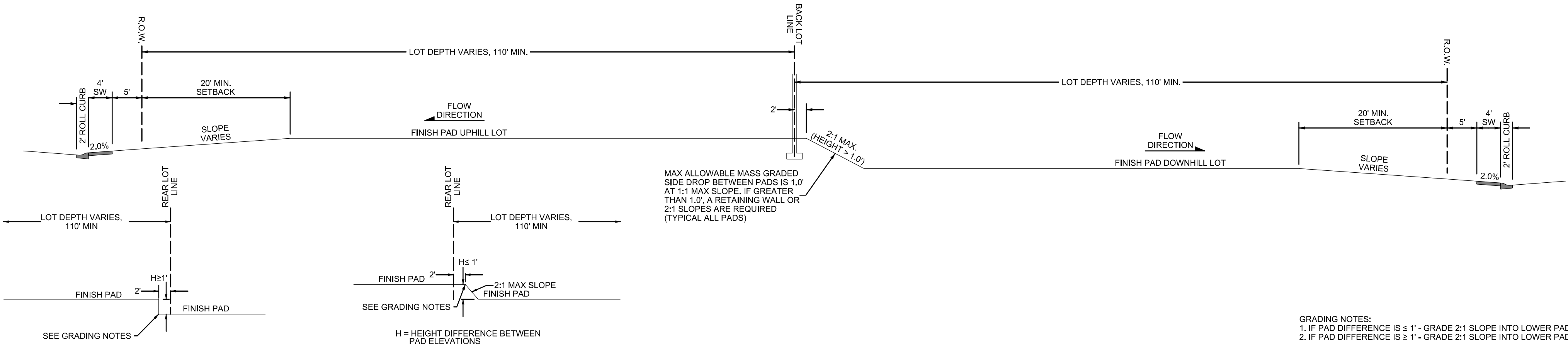
COP STANDARD DETAIL

KNUCKLE FOR 50' R.O.W.

Charles Andrews
CITY ENGINEER

REVISED:
07/16

DETAIL No.
622P-1



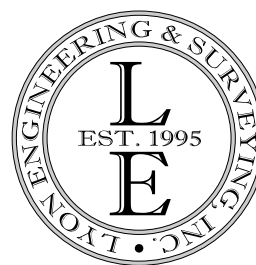
BACK TO BACK LOT GRADING DETAIL

ROADWAY SECTIONS AND DETAILS

ENGINEERS/SURVEYORS

DRAWN: DAH DESIGN: DAH JOB#: 1462-01

DATE OF PREPARATION: 10/31/2022



1650 WILLOW CREEK ROAD
PRESCOTT, AZ 86301
PH: (928) 776-1750
FAX: (928) 776-0605

SCOTT A. LYON, P.E.



SHEET: 6 OF 6

FINAL PLAT OF
PEREGRINE RIDGE AT PRESCOTT LAKES

SITUATED IN PORTIONS OF SECTIONS 13 AND 14, TOWNSHIP 14 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA.

1,151,380.65 SQ.FT. OR 26.43 ACRES

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT PEREGRINE RIDGE AT PRESCOTT LAKES LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS SOLE OWNER, HAS SUBDIVIDED UNDER THE NAME OF "PEREGRINE RIDGE AT PRESCOTT LAKES", SITUATED IN PORTIONS OF SECTIONS 13 AND 14, TOWNSHIP 14 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, CITY OF PRESCOTT, COUNTY OF YAVAPAI, STATE OF ARIZONA, AS REFLECTED ON THIS PLAT, HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "PEREGRINE RIDGE AT PRESCOTT LAKES", AND HEREBY DECLARES THAT:

1. THIS PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF THE LOTS, STREETS, TRACTS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND TRACT SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY, AS SHOWN ON SAID PLAT.

2. THIS PLAT HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE PUBLIC, THE STREETS, IN FEE, SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

3. THIS PLAT HEREBY DEDICATES TRACTS "A", "B" & "C" FOR OPEN SPACE, INCLUDING SLOPES, LANDSCAPING, PUBLIC AND PRIVATE UTILITIES, TRAILS AND DRAINAGE USE TO BE DEEDED TO THE PROPERTY OWNERS ASSOCIATION ("POA") AFTER COMPLETION OF DEVELOPMENT ACTIVITY THEREON TO BE MAINTAINED BY SAID PROPERTY OWNERS ASSOCIATION ("POA") SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY, IF ANY, SET FORTH ON THIS PLAT AND SUCH EASEMENTS AND RIGHTS-OF-WAY AS MAY BE GRANTED BY THE OWNER THEREOF PRIOR TO TRANSFER OF SAID TRACTS TO THE PROPERTY OWNERS ASSOCIATION ("POA").

4. THIS PLAT HEREBY DEDICATES TRACT "D" FOR ACCESS, LANDSCAPING, PUBLIC AND PRIVATE UTILITIES, AND DRAINAGE USE TO BE DEEDED TO THE PROPERTY OWNERS ASSOCIATION ("POA") AFTER COMPLETION OF DEVELOPMENT ACTIVITY THEREON TO BE MAINTAINED BY SAID PROPERTY OWNERS ASSOCIATION ("POA") SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY, IF ANY, SET FORTH ON THIS PLAT AND SUCH EASEMENTS AND RIGHTS-OF-WAY AS MAY BE GRANTED BY THE OWNER THEREOF PRIOR TO TRANSFER OF SAID TRACT TO THE PROPERTY OWNERS ASSOCIATION ("POA").

5. THIS PLAT HEREBY DEDICATES TO THE CITY OF PRESCOTT FOR USE BY THE CITY AND ITS PERMITTEES, EXCLUSIVE EASEMENTS FOR PUBLIC UTILITIES ("PUE") AS SHOWN ON THIS PLAT, SAID EASEMENT TO ALSO BE A NON-EXCLUSIVE BLANKET EASEMENT OVER THE TRACTS PLATTED HEREON AND DESIGNATED AS TRACTS "A", "B", "C" & "D". SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING PUBLIC UTILITIES, IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS AS SHOWN ON THIS PLAT.

6. THIS PLAT HEREBY DEDICATES TO THE CITY OF PRESCOTT A PERPETUAL, NON-EXCLUSIVE, NON-VEHICULAR ACCESS EASEMENT ("NVAE") UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS ("NVAE") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE PROPERTY.

7. THIS PLAT HEREBY DEDICATES SLOPE EASEMENTS TO THE CITY OF PRESCOTT FOR ACCESS AND MAINTENANCE OF PUBLIC ROADWAYS AND FOR PUBLIC PURPOSES CONSISTENT WITH THEIR PRIMARY USE, SAID EASEMENT TO BE A BLANKET EASEMENT IN, OVER, ABOVE, AND UNDER THE TRACTS PLATTED HEREON AND DESIGNATED AS TRACTS "A", "B", "C" & "D". THE PROPERTY OWNERS ASSOCIATION ("POA") IS RESPONSIBLE FOR MAINTAINING THE RETAINING WALLS AND SURFACE FEATURES LOCATED IN THE PUE/SEWER/WATER/SLOPE/NAVE EASEMENTS WITHIN ALL TRACTS DEDICATED ON THIS PLAT.

8. ALL TRACTS ARE RESERVED IN FEE BY THE UNDERSIGNED ARE TO BE CONVEYED TO THE PROPERTY OWNERS ASSOCIATION ("POA") AT SUCH TIME AS REQUIRED BY THE SPECIFIC DETAILS WITHIN THE BYLAWS FOR THE PROPERTY OWNERS ASSOCIATION ("POA"), INC.

9. THE SUBDIVIDER, AS GRANTOR, GRANTS TO THE CITY OF PRESCOTT, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT TO USE, IMPACT AND ENCUMBER SUBDIVIDER'S PROPERTY WITH THE ODORS EMANATING FROM THE WASTE WATER TREATMENT FACILITY, THE PURPOSE AND INTENT OF THIS GRANT OF EASEMENT IS TO ENABLE THE CITY OF PRESCOTT TO CONTINUE TO OPERATE ITS WASTE WATER TREATMENT FACILITY IN ACCORDANCE WITH PAST PRACTICES AND RULES OF LAW WITHOUT ADVERSELY IMPACTING OR IMPAIRING SUCH OPERATIONS.

10. THIS PLAT HEREBY DEDICATES TO THE PROPERTY OWNERS ASSOCIATION ("POA") FOR USE BY THE PROPERTY OWNERS ASSOCIATION ("POA") AND ITS PERMITTEES, A PRIVATE BLANKET EASEMENT OVER "SMOKE TREE LANE" (A PUBLIC STREET AS DEDICATED BY THIS PLAT), FOR A PRIVATE SEWER SYSTEM. ALSO, SAID EASEMENT IS INTENDED TO BE A NON-EXCLUSIVE BLANKET EASEMENT OVER THE TRACTS DEDICATED HEREON AS TRACTS "A", "B", "C" & "D". SAID PRIVATE SEWER SYSTEM EASEMENTS ARE FOR THE PURPOSES OF INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING SAID PRIVATE SEWER SYSTEM.

IN WITNESS WHEREOF:

THAT PEREGRINE RIDGE AT PRESCOTT LAKES LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS SOLE OWNER, HAS CAUSED THE NAME OF SAID COMPANY TO BE AFFIXED HERETO AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF

_____, BEING DULY AUTHORIZED TO SO DO, ON THIS _____ DAY OF _____, 2025.

PEREGRINE RIDGE AT PRESCOTT LAKES LLC,
an Arizona limited liability company

BY: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
)SS
COUNTY OF YAVAPAI)

ON THIS _____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR _____, _____ OF PEREGRINE RIDGE AT PRESCOTT LAKES LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND AS SUCH, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED, BEING DULY AUTHORIZED TO SO DO,

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

NOTES

1. THIS SUBDIVISION IS LOCATED WITHIN THE WATER SERVICE AREA OF THE CITY OF PRESCOTT, ARIZONA, WHICH IS AN AREA DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION B OF ARS 45-576.

2. A CAPPED REBAR MONUMENT STAMPED RLS 37401 WILL BE PLACED AT ALL LOT AND TRACT CORNERS ALONG WITH ALL STREET RIGHT-OF-WAY CORNERS.

3. ALL CONSTRUCTION AND GROUND DISTURBANCE ACTIVITIES ARE SUBJECT TO COMPLIANCE WITH THE REQUIREMENTS OF THE PRESCOTT CITY CODE, TITLE 16, CHAPTER 4, CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL. THIS APPLIES TO ALL STAGES OF CONSTRUCTION, INCLUDING HOME CONSTRUCTION AND LANDSCAPING ON INDIVIDUAL LOTS. STORMWATER POLLUTION PREVENTION PLAN MEASURES MUST BE MAINTAINED UNTIL ALL SITE SOILS HAVE BEEN PERMANENTLY STABILIZED.

4. NO STRUCTURES OR LANDSCAPE FEATURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, PAVEMENT, AND LANDSCAPING. LANDSCAPING SHALL BE OF THE SHALLOW ROOT, AND NON-INTRUSIVE VARIETY. THE UTILITY PROVIDERS SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR LANDSCAPING WITHIN THE UTILITY EASEMENT THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.

5. DRAINAGE EASEMENTS AS SHOWN ON THIS PLAT DEFINE THE LIMITS FOR THE CONVEYANCE OF DRAINAGE FLOWS (INCLUDING OFF-SITE FLOWS) AND CANNOT BE RE-ROUTED OR ABANDONED WITHOUT THE APPROVAL OF THE CITY OF PRESCOTT PUBLIC WORKS DEPARTMENT AND COMMUNITY DEVELOPMENT DEPARTMENT.

6. THE INDIVIDUAL PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTAINING SURFACE FEATURES OVER THE [PUE/SEWER/WATER/SLOPE/NVAE] EASEMENTS WITHIN THEIR RESPECTIVE LOT BOUNDARIES.

7. THE PROPERTY OWNERS ASSOCIATION ("POA") IS RESPONSIBLE FOR MAINTAINING SURFACE FEATURES OVER THE [PUE/SEWER/WATER/SLOPE/NVAE] EASEMENTS WITHIN ALL TRACTS.

8. THE INDIVIDUAL PROPERTY OWNERS AND/OR THE PROPERTY OWNERS ASSOCIATION ("POA") SHALL BE RESPONSIBLE FOR MAINTENANCE OF ALL PERMANENT BEST MANAGEMENT PRACTICES (BMP'S) AND STORMWATER FACILITIES INSTALLED. IF THE PERMANENT BMP'S AND STORMWATER FACILITIES ARE NOT PROPERLY MAINTAINED IN THE OPINION OF THE CITY ENGINEER, THE CITY MAY PROVIDE NECESSARY MAINTENANCE AND ASSESS THE MAINTENANCE COST TO THE INDIVIDUAL PROPERTY OWNERS AND/OR THE PROPERTY OWNERS ASSOCIATION ("POA").

9. OWNERSHIP AND/OR MAINTENANCE OBLIGATIONS OF THE PROPERTY OWNERS ASSOCIATION ("POA") MAY BE ASSIGNED TO AND PERFORMED BY A MASTER PROPERTY OWNER ASSOCIATION AS MAY BE PROVIDED IN ONE OR MORE SEPARATELY RECORDED DOCUMENTS.

10. ALL NEW OR RELOCATED PUBLIC UTILITIES WILL BE PLACED UNDERGROUND.

11. NO CUT OR FILL SHALL BE ALLOWED ON A UTILITY EASEMENT CONTAINING A CITY-OWNED UTILITY WITHOUT WRITTEN PERMISSION OF THE CITY ENGINEER.

12. UTILITY EASEMENTS CONTAINING WATER LINES, BUT NOT SEWER LINES, MAY BE FENCED IF UNLOCKED GATES WITH A MINIMUM WIDTH OF 18 FEET ARE PROVIDED TO ALLOW FREE MOVEMENT OF EXCAVATING MACHINES, MAINTENANCE EQUIPMENT, AND PERSONNEL THROUGHOUT THE FULL LENGTH OF THE EASEMENT.

13. FENCES SHALL BE PROHIBITED WITHIN EASEMENTS CONTAINING SANITARY SEWER.

14. THE INDIVIDUAL PROPERTY OWNERS AND/OR THE PROPERTY OWNERS ASSOCIATION ("POA") SHALL NOT IMPEDE, CONSTRICT OR BLOCK THE FLOW OF WATER IN ANY DRAINAGE EASEMENT OR NATURAL OR MAN-MADE WATERCOURSE, EXCEPT AS APPROVED BY THE CITY ENGINEER. NO FENCING SHALL BE ALLOWED WITHIN A DRAINAGE EASEMENT, EXCEPT ALONG THE BOUNDARY OF SUCH EASEMENT, APPROXIMATELY PARALLEL WITH THE ANTICIPATED FLOW.

15. THERE IS A WASTE WATER TREATMENT PLANT EAST OF STATE ROUTE 89.

16. PEREGRINE RIDGE IS SERVICED BY A PRIVATE LOW PRESSURE SEWER SYSTEM THAT WILL BE MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION ("POA"). INDIVIDUAL HOMEOWNERS ARE REQUIRED TO UTILIZE PUMP STATIONS CONSISTENT WITH THE DESIGN OF THE SYSTEM.

17. FLOOD ZONE INFORMATION: THE SUBJECT PROPERTY LIES WITHIN ZONE X OF THE FEMA FLOOD INSURANCE RATE MAP NUMBER 04025C2058H, REVISED MARCH 6, 2018.

18. RESIDENTIAL FIRE SPRINKLER REQUIREMENT: PER CITY OF PRESCOTT REQUIREMENTS, LOTS 1 THROUGH 48 ARE REQUIRED TO HAVE A CITY OF PRESCOTT APPROVED FIRE SPRINKLER SYSTEM THAT CONFORMS TO THE MOST CURRENT CITY OF PRESCOTT BUILDING AND FIRE DEPARTMENT CODES AND REGULATIONS.

19. LOTS 46-48, CITY OF PRESCOTT TRASH AND RECYCLING COLLECTION WILL BE LOCATED AT A POINT AWAY FROM THE PROPERTY. PROPERTY OWNERS OF SAID LOTS WILL BE RESPONSIBLE FOR PLACING THEIR TRASH AND RECYCLING RECEPTACLES AT THE LOCATION SHOWN ON THE PLAT HEREIN, NOT REQUIRING CITY VEHICLES TO REVERSE (BACK-OUT) AFTER COLLECTION.

APPROVALS

APPROVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF PRESCOTT ON THIS _____ DAY
OF _____, 2025.

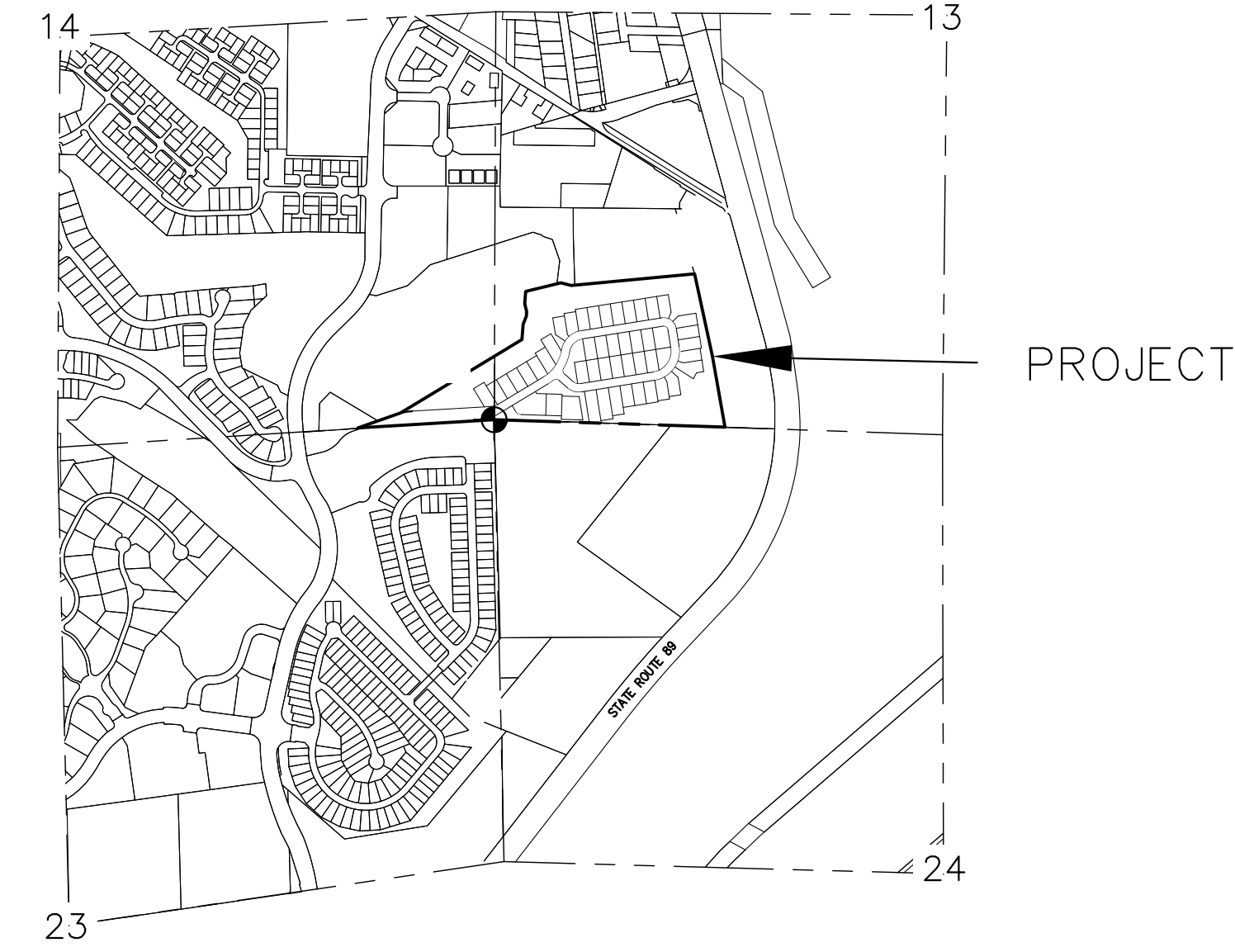
MAYOR CITY CLERK

APPROVED BY THE CITY OF PRESCOTT PUBLIC WORKS DEPARTMENT ON THIS _____ DAY
OF _____, 2025.

PUBLIC WORKS DIRECTOR

APPROVED BY THE CITY OF PRESCOTT COMMUNITY DEVELOPMENT DEPARTMENT ON
THIS _____ DAY OF _____, 2025.

COMMUNITY DEVELOPMENT DIRECTOR



VICINITY MAP
N.T.S.

COMPLIANCE

THE FINAL PLAT OF "PEREGRINE RIDGE AT PRESCOTT LAKES" IS IN COMPLIANCE WITH CURRENT SUBDIVISION REGULATIONS AND CODES OF THE CITY OF PRESCOTT, ARIZONA.

COVENANTS, CONDITIONS & RESTRICTIONS

PEREGRINE RIDGE AT PRESCOTT LAKES IS GOVERNED BY THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PRESCOTT LAKES ACCORDING TO RECEPTION #2021-0048807 IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA, AS MAY BE AMENDED OR SUPPLEMENTED AND ARE HEREBY INCORPORATED AS PART OF THIS PLAT.

BASIS OF BEARINGS

S01°16'02"E AS MEASURED ALONG THE EAST LINE OF THE NE QUARTER OF SECTION 23, TOWNSHIP 14 NORTH, RANGE 2 WEST. BEARINGS ARE BASED ON THE CITY OF PRESCOTT COORDINATE SYSTEM AS PUBLISHED ON THE CITY OF PRESCOTT WEBSITE.

PARENT PARCEL LEGAL

SPECIAL WARRANTY DEED
RECEPTION# 2023-0012817, YCR

CURRENT OWNER

PEREGRINE RIDGE AT PRESCOTT LAKES LLC

CURRENT ZONING

BG (PAD)

REFERENCES

ASTORIA PHASE 2A
RECEPTION# 2023-0004084, YCR

PRESCOTT LAKES GOLF COURSE BOUNDARY
BOOK 50 M&P, PAGE 3, YCR

SPECIAL WARRANTY DEED
RECEPTION# 2014-0005602, YCR

CONVEYANCE DEED
RECEPTION# 2014-0009528, YCR

SHEET INDEX

SHEET 1 COVER SHEET, DEDICATION, ACKNOWLEDGMENTS,
APPROVALS, NOTES & CERTIFICATION

SHEET 2 LOT AREAS, TRACTS & ROW TABLES, SITE VISIBILITY
EASEMENT DETAIL, BUILDING ENVELOPE DETAIL,
EASEMENT DETAILS & RECEPTACLE COLLECTION LOCATION

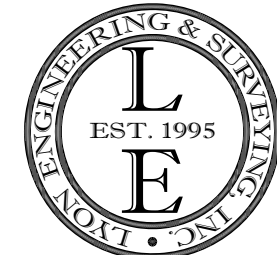
SHEET 3 SMOKE TREE LANE RIGHT-OF-WAY ADJUSTMENTS

SHEET 4 PLAT SHEET

SHEET 5 BUILDING ENVELOPES

SURVEYOR'S CERTIFICATION

I, JODY A STONE, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, (LICENSE #37401) DO HEREBY CERTIFY THAT I PREPARED THIS PLAT CONSISTING OF 5 SHEETS FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND; THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF SEPTEMBER, 2025; THAT THE SURVEY IS IN CONFORMANCE WITH THE APPROVED PRELIMINARY PLAT; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE ACCURATELY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.



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DATE: 10-15-25	DRAWN BY: JRS
JOB NO: 1462-01	CHECKED BY: JAS
SHEET 1 OF 5	

FINAL PLAT OF
PEREGRINE RIDGE AT PRESCOTT LAKES

SITUATED IN PORTIONS OF SECTIONS 13 AND 14, TOWNSHIP 14 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA.

LINE TABLE		
LINE	BEARING	DISTANCE
L1(M)	N19°41'06"E	53.01'
L1(R)	N19°26'01"E	53.01'
L2(M)	N00°23'49"W	27.13'
L2(R)	N00°38'54"W	27.13'
L3(M)	N15°19'08"W	47.01'
L3(R)	N15°34'13"W	47.01'
L4(M)	N02°27'20"E	73.22'
L4(R)	N02°12'15"E	73.22'
L5(M)	S78°10'16"E	63.71'
L5(R)	S78°25'21"E	63.71'
L6	N01°25'26"E	20.27'
L7	S79°02'03"W	18.31'
L8	N79°02'03"E	10.00'
L9	S10°57'57"E	5.00'
L10	S33°01'33"E	25.16'
L11	S33°01'33"E	16.30'
L12	N10°57'57"W	14.81'
L13	N43°40'02"W	15.00'
L14	N10°57'57"W	13.60'

LINE TABLE		
LINE	BEARING	DISTANCE
L15	S20°10'23"W	41.03'
L16	N43°27'25"E	45.32'
L17	N79°02'03"E	9.17'
L18	N88°22'00"E	10.00'
L19	N72°29'58"W	34.80'
L20	N79°02'03"E	42.62'
L21	S26°45'16"W	40.88'
L22	S48°47'53"E	53.21'
L23	S30°47'27"E	31.31'
L24	N10°57'57"W	14.92'
L25	N10°57'57"W	6.06'
L26	N10°57'57"W	18.27'
L27	N10°57'57"W	10.02'
L28	S00°06'03"E	10.00'
L29	S00°06'03"E	20.00'
L30	S33°01'33"E	39.80'
L31	S33°01'33"E	13.58'
L32	S33°01'33"E	39.80'
L33	N56°58'27"E	20.00'

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1(M)	1057.40'	04°10'14"	76.97'	S04°16'39"E	76.95'
C1(R)	1057.40'	04°10'13"	76.96'	NA	NA
C2	300.00'	15°59'12"	83.71'	N76°37'20"E	83.43'
C3	225.00'	27°38'29"	108.55'	N70°47'42"E	107.50'
C4	250.00'	17°57'58"	78.39'	N47°59'28"E	78.07'
C5	250.00'	31°50'48"	138.96'	N23°05'05"E	137.17'
C6	117.33'	71°52'22"	147.18'	N43°05'52"E	137.72'
C7	50.00'	90°00'00"	78.54'	S55°57'57"E	70.71'
C8	150.00'	90°00'00"	235.62'	S34°02'03"W	212.13'
C9	75.00'	49°58'26"	65.42'	N75°58'44"W	63.36'
C10	339.96'	15°59'16"	94.86'	N76°37'22"E	94.55'
C11	73.35'	27°38'29"	35.39'	N70°47'42"E	35.05'
C12	225.00'	07°47'30"	30.60'	N53°04'42"E	30.57'
C13	225.00'	18°44'22"	73.59'	N39°48'46"E	73.26'
C14	225.00'	22°44'20"	89.30'	N19°04'25"E	88.71'
C15	225.00'	00°32'34"	2.13'	N07°25'58"E	2.13'
C16	142.33'	24°30'15"	60.87'	N19°24'49"E	60.41'
C17	142.33'	14°40'02"	36.44'	N38°59'57"E	36.34'
C18	142.33'	26°39'07"	66.21'	N59°39'31"E	65.61'
C19	142.33'	06°02'58"	15.03'	N76°00'34"E	15.02'
C20	75.00'	31°08'20"	40.76'	S85°23'47"E	40.26'
C21	75.00'	23°17'02"	30.48'	S58°11'06"E	30.27'
C22	75.00'	35°34'38"	46.57'	S28°45'16"E	45.83'
C23	175.00'	09°19'57"	28.50'	S06°17'59"E	28.47'
C24	175.00'	19°08'02"	58.44'	S07°56'01"W	58.17'
C25	175.00'	13°05'46"	40.00'	S24°02'55"W	39.91'
C26	175.00'	10°36'19"	32.39'	S35°53'57"W	32.35'
C27	175.00'	18°00'26"	55.00'	S50°12'20"W	54.77'
C28	175.00'	19°50'05"	60.58'	S69°07'36"W	60.28'
C29	100.00'	49°58'26"	87.22'	N75°58'44"W	84.48'
C30	25.00'	80°24'21"	35.08'	S88°48'19"W	32.27'
C31	275.00'	08°22'19"	40.18'	S62°47'17"W	40.15'
C32	275.00'	22°15'09"	106.80'	N18°17'16"E	106.13'
C33	92.33'	71°52'22"	115.82'	N43°05'52"E	108.38'
C34	25.00'	90°00'00"	39.27'	S55°57'57"E	35.36'
C35	125.00'	73°44'23"	160.88'	S25°54'15"W	150.00'
C36	125.00'	16°15'37"	35.47'	S70°54'15"W	35.36'
C37	50.00'	15°51'09"	13.83'	S86°57'38"W	13.79'
C38	50.00'	34°07'30"	29.78'	N68°03'16"W	29.34'
C39	25.00'	80°24'21"	35.08'	N10°47'20"W	32.27'
C40	40.00'	57°04'30"	39.85'	S61°33'48"E	38.22'
C41	60.00'	57°04'30"	59.77'	S61°33'48"E	57.33'
C42	453.00'	3°13'00"	25.43'	S07°53'25"E	25.43'

EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
E1	S33°01'33"E	12.50'
E2	S56°58'27"W	0.92'
E3	N33°01'33"W	4.50'
E4	N56°58'27"E	21.58'
E5	N33°01'33"W	4.50'
E6	S10°57'57"E	8.00'
E7	N79°02'03"E	6.39'
E8	S10°57'57"E	4.50'
E9	N79°02'03"E	22.50'
E10	S10°57'57"E	4.50'
E11	S79°02'03"W	8.00'
E12	N10°57'57"W	9.29'
E13	S79°02'03"W	4.50'
E14	N10°57'57"W	22.50'
E15	N79°02'03"E	4.50'
E16	N10°57'57"W	12.50'
E17	S79°02'03"W	11.25'
E18	S10°57'57"E	4.50'
E19	N79°02'03"E	11.25'
E20	S10°57'57"E	4.50'

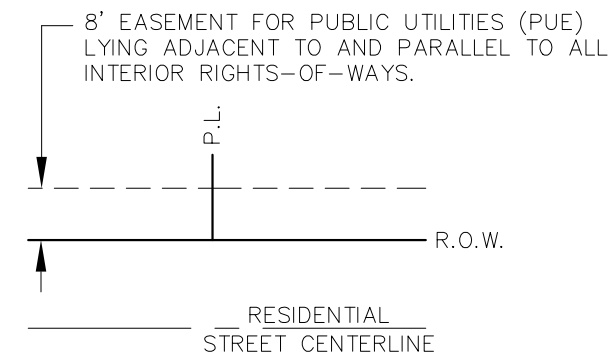
LOT AREA	
LOT	AREA (SF)
1	10,510.01
2	9,100.00
3	9,100.00
4	9,100.00
5	9,100.00
6	9,078.92
7	9,485.67
8	10,511.85
9	9,049.84
10	8,833.96
11	9,103.96
12	9,100.00
13	9,100.00
14	9,100.00
15	9,100.00
16	9,100.00
17	9,100.00
18	9,092.16
19	9,178.60
20	9,100.00
21	9,117.61
22	9,111.21
23	11,127.44
24	9,244.38

LOT AREA	
LOT	AREA (SF)
25	8,831.95
26	9,100.00
27	9,100.00
28	9,100.00
29	11,821.36
30	13,662.08
31	13,331.81
32	9,091.46
33	9,100.00
34	9,100.00
35	9,100.00
36	9,100.00
37	9,100.00
38	9,042.14
39	11,565.87
40	9,100.00
41	9,100.00
42	9,100.00
43	9,100.00
44	9,100.00
45	9,100.00
46	20,520.29
47	11,888.64
48	15,850.20

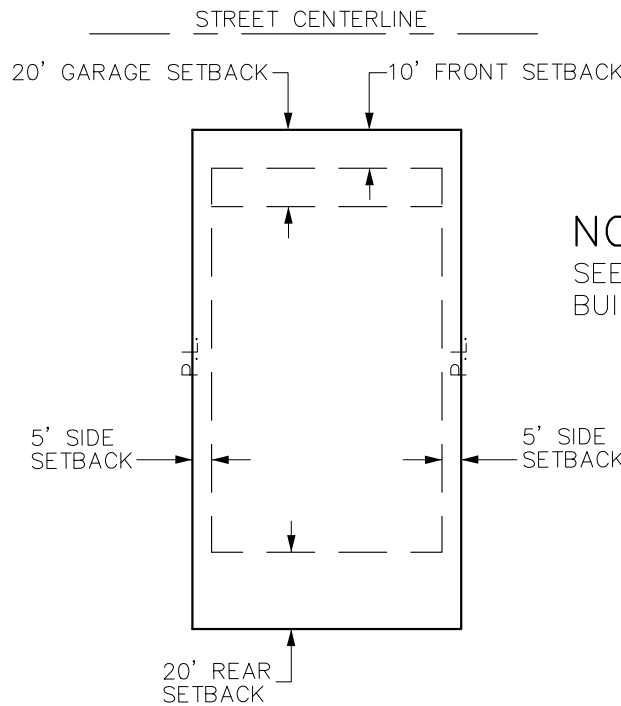
TRACT AREA		
TRACT	AREA (SF)	AREA (ACRE)
A	476,791.33	10.95
B	17,563.18	0.40
C	8,404.70	0.193
D	6,579.10	0.151

RECEPTACLE
COLLECTION LOCATION
SEE NOTE 19, SHEET 1

A	LOTS 46-48
B	LOTS 46-48



STREET SIDE
PUBLIC UTILITY EASEMENT
N.T.S.



TYPICAL BUILDING ENVELOPE
LOTS 2-28, 32-38, 40-45, 47
N.T.S.

LEGEND:

- FOUND SECTION OR QUARTER CORNER AS NOTED
- SECTION LINE
- P.L. PROPERTY LINE
- R.O.W. RIGHT-OF-WAY
- YCR YAVAPAI COUNTY RECORDER
- N.T.S. NOT TO SCALE

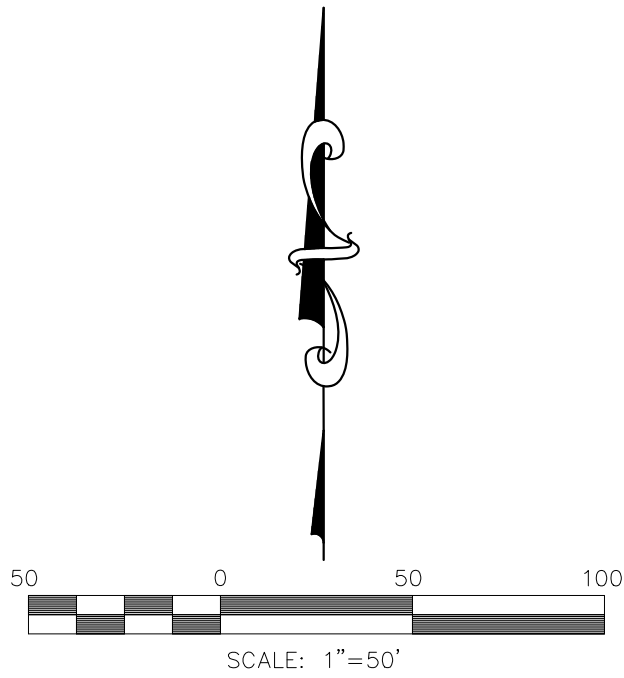


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SHEET 2 OF 5	

FINAL PLAT OF
PEREGRINE RIDGE AT PRESCOTT LAKES

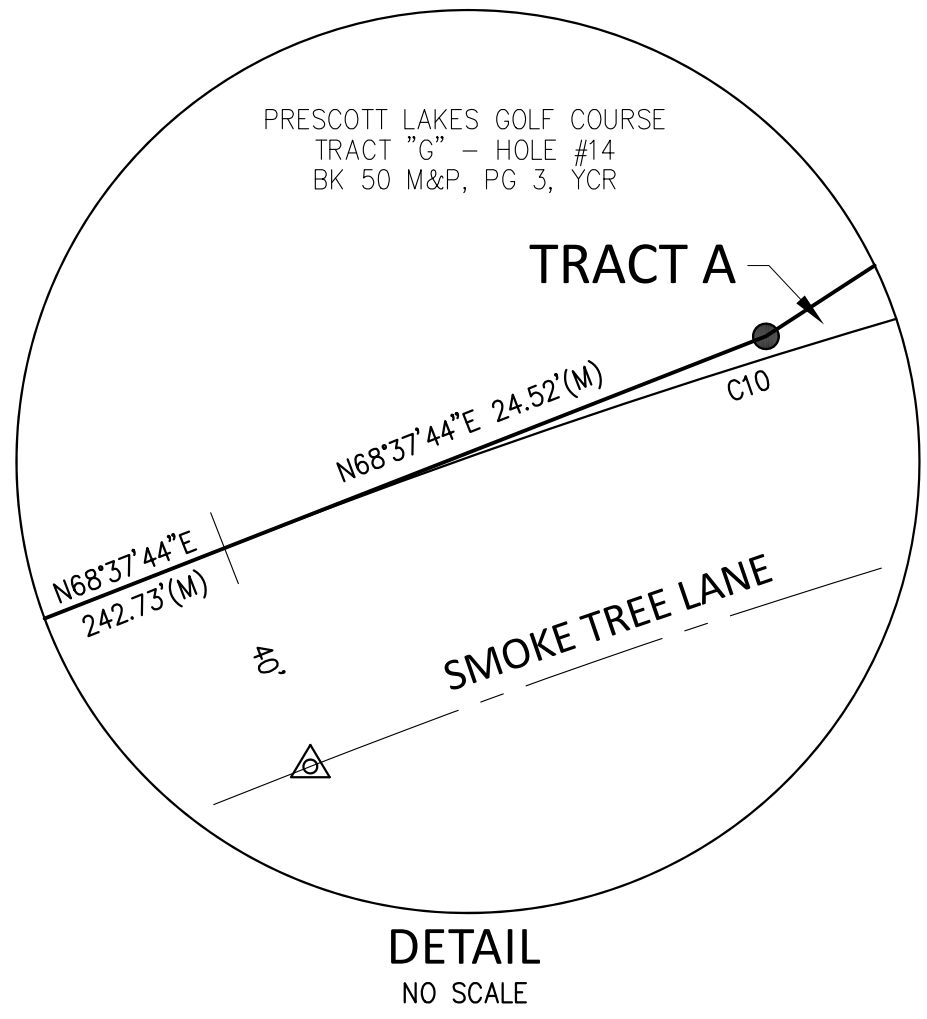
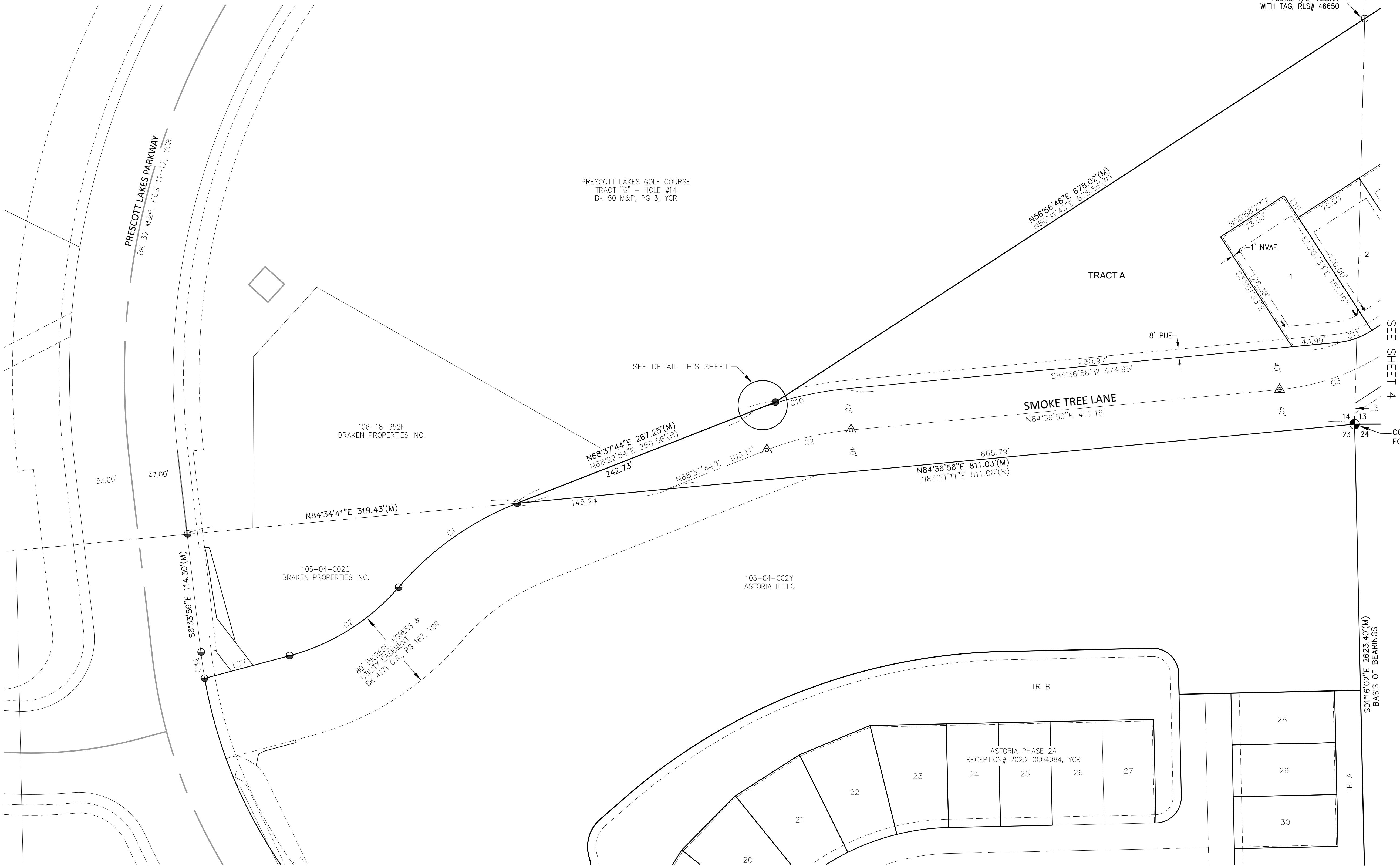
SITUATED IN PORTIONS OF SECTIONS 13 AND 14, TOWNSHIP 14 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA.



LEGEND:

- △ TYPE "B" MONUMENT PER QUAD CITY STANDARD. DETAIL 1200, TO BE SET AT THE COMPLETION OF CONSTRUCTION AS SPECIFIED IN THE PEREGRINE RIDGE AT PRESCOTT LAKES CONSTRUCTION PLANS BY LYON ENGINEERING & SURVEYING INC.
- ⊕ FOUND SECTION OR QUARTER CORNER AS NOTED
- SET CAPPED REBAR RLS# 37401
- FOUND CAPPED REBAR RLS# 35138
- FOUND MONUMENT AS NOTED
- M&P MAPS AND PLATS
- NVAE NON-VEHICULAR ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- YCR YAVAPAI COUNTY RECORDER
- (M) MEASURED THIS SURVEY
- (R) RECORD PER SPECIAL WARRANTY DEED RECEPTION# 2023-0012817, YCR

- SECTION LINE
- CENTER LINE
- EASEMENT LINE



1/4 CORNER OF SECTIONS 23 & 24
FOUND REBAR W/TAG, RLS #5362



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SHEET 3 OF 5

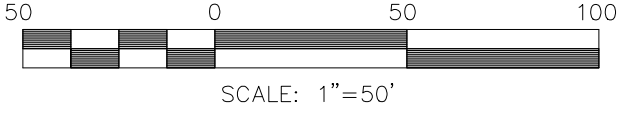
FINAL PLAT OF
PEREGRINE RIDGE AT PRESCOTT LAKES

SITUATED IN PORTIONS OF SECTIONS 13 AND 14, TOWNSHIP 14 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA.

106-13-034J
BASIS SCHOOLS INC

106-13-034H
BASIS SCHOOLS INC

106-13-033
WATSON LAKE LLC



LEGEND:

- △ TYPE "B" MONUMENT PER QUAD CITY STANDARD DETAIL 120Q, TO BE SET AT THE COMPLETION OF CONSTRUCTION AS SPECIFIED IN THE PEREGRINE RIDGE AT PRESCOTT LAKES CONSTRUCTION PLANS BY LYON ENGINEERING & SURVEYING INC.
- FOUND SECTION OR QUARTER CORNER AS NOTED
- SET CAPPED REBAR RLS# 37401
- FOUND CAPPED REBAR RLS# 35138
- FOUND MONUMENT AS NOTED
- NVAE NON-VEHICULAR ACCESS EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- YCR YAVAPAI COUNTY RECORDER
- (M) MEASURED THIS SURVEY
- (R) RECORD PER SPECIAL WARRANTY DEED RECEPTION# 2023-0012817, YCR

SECTION LINE
CENTER LINE
EASEMENT LINE

FOUND 1/2" REBAR
WITH TAG, RLS# 46650

PRESCOTT LAKES GOLF COURSE
TRACT "G" - HOLE #14
BK 50 M&P, PG 3, YCR

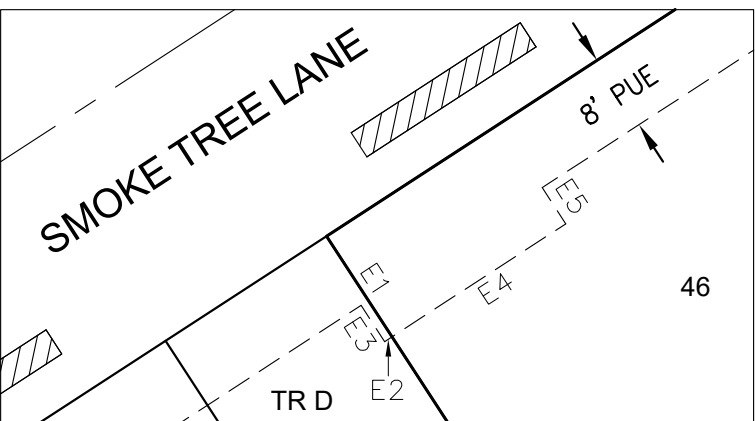
105-04-002Y
ASTORIA II LLC

FOUND REBAR W/TAG, RLS #5362

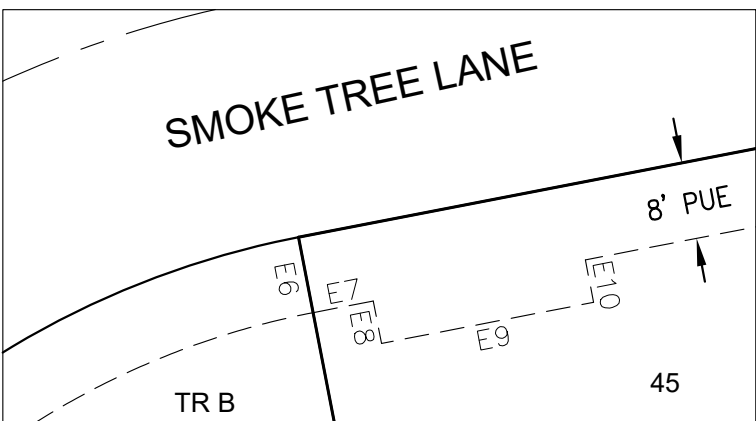
CORNER OF SECTIONS 13, 14, 23 & 24
FOUND "X" ON STONE

105-05-003A
THOMPSON TIERRA DE TRUST

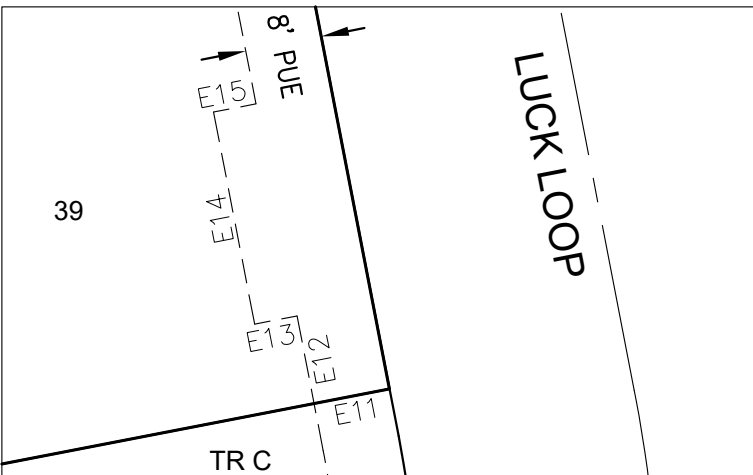
105-05-002B
WATSON LAKE LLC



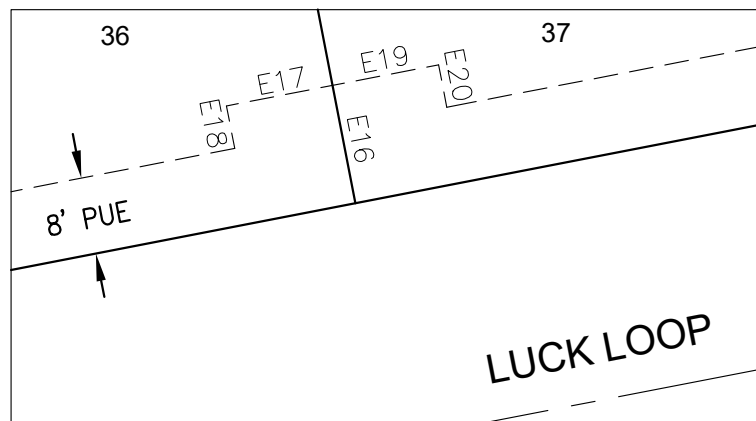
PUE EASEMENT DETAIL A
SCALE: 1"=20'



PUE EASEMENT DETAIL B
SCALE: 1"=20'



PUE EASEMENT DETAIL C
SCALE: 1"=20'



PUE EASEMENT DETAIL D
SCALE: 1"=20'



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JOB NO: 1462-01 CHECKED BY: JAS

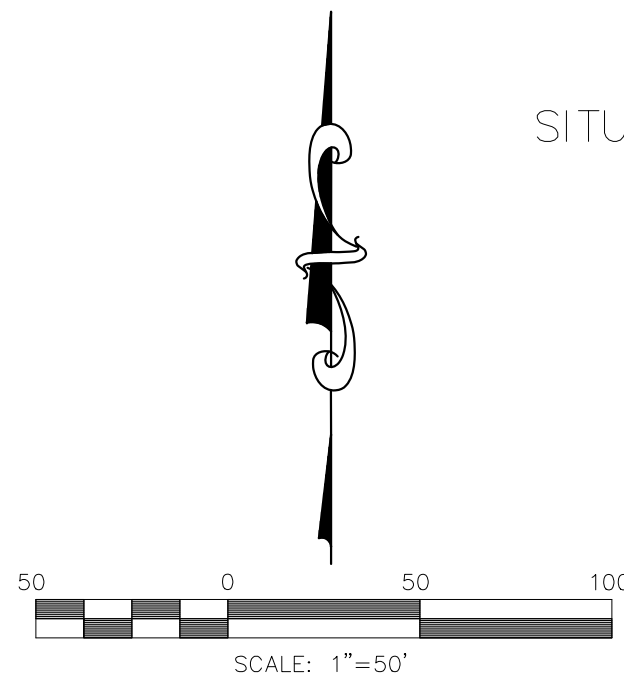
SHEET 4 OF 5

SITUATED IN PORTIONS OF SECTIONS 13 AND 14, TOWNSHIP 14 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN,
CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA. / 106-13-034H
BASIS: SCHOOL

106-13-034J
BASIS SCHOOLS INC

106-13-034H
BASIS SCHOOLS INC

106-13-033
WATSON LAKE LLC



⑧ LOTS WITH NON-TYPICAL BUILDING ENVELOPE
DIMENSIONS AS SHOWN HEREIN


 SECTION LINE
 CENTER LINE
 BUILDING ENVELOPE

SEE SHEET 2 FOR TYPICAL BUILDING ENVELOPE
DETAIL FOR LOTS 2-28, 32-38, 40-45, AND 47.

PRESCOTT LAKES GOLF COURSE
TRACT "G" - HOLE #14
BK 50 M&P, PG 3, YCR

TRACT A

TRACT B

TRACT C

TRACT A

SEE SHEET 3

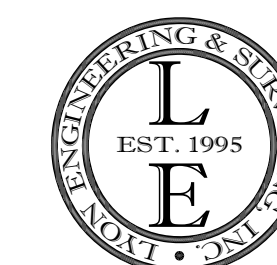
SMOKE TREE LANE

105-04-002Y
ASTORIA II LLC

— CORNER OF SECTIONS 13, 14, 23 & 24
FOUND "X" ON STONE

105-05-003A
THOMPSON TIERRA DE TRUST

105-05-002B
WATSON LAKE LLC

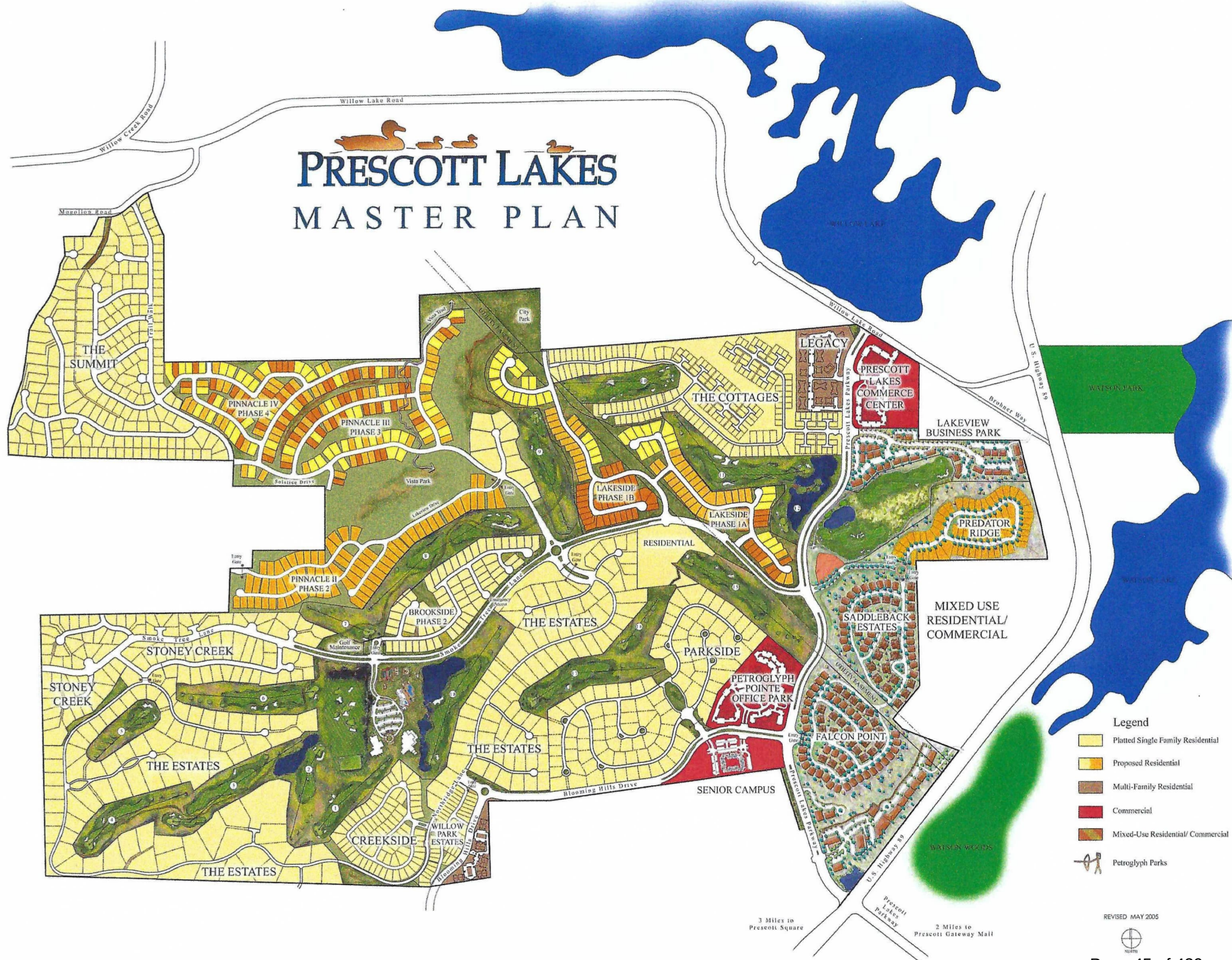


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DATE: 10-15-25

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SHEET 5 OF 5



RESOLUTION NO. 3213

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, ADOPTING A COUNCIL POLICY REGARDING THE APPROVAL OF FINAL PLATS.

WHEREAS, City of Prescott Subdivision Regulation Section 12-4-3(D)(22) requires final plats to be in substantial conformance with City-adopted plans, rules, regulations, codes and ordinances; and

WHEREAS, the City Council of the City of Prescott wishes to adopt a policy further defining when a proposed final plat is in substantial conformance with the corresponding preliminary plat(s).

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

SECTION 1. Except as provided in Section 4 of this policy, a final plat(s) must be in substantial conformance with the corresponding preliminary plat(s).

SECTION 2. For the purposes of Section 1 of this policy, a proposed final plat(s) is in substantial conformance with the corresponding preliminary plat(s) if it meets all of the following criteria:

- A. There is no increase in the number of lots.
- B. The exterior boundaries of the subdivision were not enlarged.
- C. All exterior connections (streets and emergency access points) were maintained.
- D. Average lot size increased or decreased by no more than 15% unless the developer has chosen a planned area development (PAD), providing for 20% or more of open space.
- E. The nature and character of the subdivision (e.g. single family residential, multi-family residential, mixed used, etc.) is unchanged.

Resolution No. 3213 – continued:

SECTION 3. In the event that a subdivision is located in a master planned community as defined by ARS Section 32-2101, Sections 2(A) and 2(B) shall not apply as long as the outside boundaries of the master planned community and the total number of lots within the master planned community, as set forth in the adopted Master Plan, are not modified.

SECTION 4. A proposed final plat(s) that is not in substantial conformance with the corresponding preliminary plat(s) because it does not meet the requirements of Section 1 of this policy shall be allowed if it conforms with Subdivision Regulation 12-4-3(D)(22) by meeting one or more of the following criteria:

- A. Brings the subdivision into compliance with the General Plan, a specific area plan or overlay district.
- B. Contributes to area circulation plans, promotes connectivity and/or the provision of emergency access where necessary so long as the nature and character of the subdivision (e.g., single-family residential, multi-family residential, mixed use, etc.) is unchanged.

SECTION 5. Notwithstanding Section 4 above, a final plat(s) which is not in substantial conformance with the corresponding preliminary plat(s) but conforms with Subdivision Regulation 12-4-3(D)(22) will not be allowed if any of the following apply:

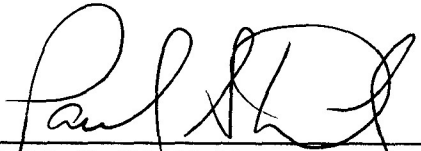
- A. There is an increase in the total number of lots within the subdivision, except that if the subdivision is located in a master planned community as defined by ARS Section 32-2101, the total number of lots within the master planned community, as set forth in the adopted Master Plan, are not increased.
- B. The outside boundaries of the subdivision on the proposed final plat(s) extend beyond the outside boundaries of the subdivision on the preliminary plat(s), except that if the subdivision is located in a master planned community as defined by A.R.S. §32-2101, the outside boundaries of the subdivision may change as long as the outside boundaries of the master planned community are not modified.
- C. The Final Plat(s) would result in additional water usage over and above that which would have occurred in the corresponding preliminary plat(s).

Resolution No. 3213 – continued:

SECTION 6. The Mayor, Council and Staff are authorized to take any and all steps necessary to effectuate the foregoing.

SECTION 7. This Resolution shall become a part of the Council Policy Booklet.

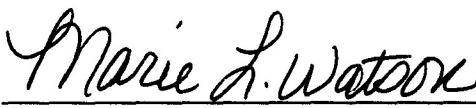
PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this 23rd day of NOVEMBER, 1999.



PAUL S. DALY, Mayor

ATTEST:

APPROVED AS TO FORM:



MARIE L. WATSON, City Clerk



JOHN R. MOFFITT, City Attorney



TO: MAYOR AND CITY COUNCIL
AGENDA: October 28 Voting Meeting
DATE: October 28, 2025
DEPT: Recreation Services
ITEM #: 9.C
SUBJECT: Approval of City Contract No. 2026-115 with BerryDunn in the Amount of \$150,000 to Update the City's Parks & Recreation Master Plan. Funding is Budgeted & Available in the Recreation Services Fund.

ITEM SUMMARY

This item is for the approval of City Contract No. 2026-115 with BerryDunn in the amount of \$150,000 to update the City's Parks and Recreation Master Plan.

BACKGROUND

The City of Prescott's existing Parks and Recreation Master Plan was adopted in 2007. Since that time, the community has experienced significant change, making an update both timely and necessary. Prescott's population has grown from approximately 23,000 residents in 2007 to nearly 47,000 today, with estimates approaching 49,000. The City has also completed annexations and boundary expansions, acquired more than 5,000 acres of open space (including the landmark 2,284-acre Glassford Hill property in 2023), developed additional trails and trailheads, and seen shifting recreation trends influenced by demographic changes and regional tourism growth.

The updated Master Plan will serve as a strategic roadmap for the next 10 years, helping the City prioritize recreation programs, indoor and outdoor facilities, trails, open space, and lakeshore amenities. It will also include analysis of economic impact, community health and wellness benefits, and funding opportunities. The planning process will include broad community engagement (public workshops, surveys, stakeholder meetings, and events) and technical assessments (facility inventories, operational benchmarking, and level-of-service standards).

It is important to note what a Master Plan is and is not:

- A Master Plan is a long-range policy and planning tool. It provides a community-driven vision, identifies needs and opportunities, and outlines goals, objectives, and potential strategies for future investment and operations.
- A Master Plan is not a funding commitment. While concept-level cost ranges and lifecycle considerations may be included to guide future decisions, adoption of the plan does not obligate the City to implement or fund any specific project. Any future projects or capital expenditures will be separately brought to Council for review and approval.

By updating the 2007 plan, Prescott will ensure that its parks, recreation programs, trails, lakes, and open space system remain aligned with community expectations, financial realities, and sustainable growth for the future.

FINANCIAL IMPACT

The proposed professional services contract is for \$150,000. Funding is budgeted and available in the Recreation Services Department FY2026 General Fund Budget.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-115

ATTACHMENTS

1. City Contract No. 2026-115



COOPERATIVE AGREEMENT

Between

The City of Prescott

And

Berry, Dunn, McNeil & Parker, LLC

For

Parks and Recreation Master Plan Update Project

Contract No: 2026-115

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of October 28, 2025, between the City of Prescott, an Arizona municipal corporation (the "City"), and Berry, Dunn, McNeil & Parker, LLC (the "Vendor").

This Agreement between the City and the Vendor adheres to pricing found in the approved cooperative purchasing contract number (the "Contract") CTR062594 with State of Arizona. A copy of the cooperative purchasing contract is attached hereto as Exhibit B and incorporated herein by reference.

COMPENSATION: The City shall pay the Vendor an amount not to exceed one hundred fifty thousand dollars and zero cents (\$150,000.00) for providing the Parks and Recreation Master Plan Update at the unit rate set in the CTR062594 Contract as per quote attached hereto as Exhibit A and incorporated herein by reference.

The City shall pay the Vendor upon delivery and acceptance of the Goods/Services and upon submission and approval of the invoice(s). The invoice(s) shall (i) contain a reference to this Agreement and the Contract and (ii) document the Goods/Services delivered and accepted to date. Additionally, invoices submitted without referencing this Agreement and the Contract will be subject to rejection and may be returned.

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, AZ 86301
contracts@prescott-az.gov

Berry, Dunn, McNeil & Parker, LLC
2211 Congress Street
Portland, ME 04102
teresa.jackson@berrydunn.com

TERM OF CONTRACT: The City of Prescott contract 2026-115 shall follow the terms of the attached cooperative contract #CTR062594 and as outlined in the following paragraphs in this section. Per the terms of Contract number CTR062594 with the State of Arizona. Section 3.1 Term of Contract. Contract CTR062594 term will commence on the date indicated on the Acceptance and continue for two (2) years unless cancelled, terminated, or permissibly extended. Section 3.2 Contract Extensions. State may at its discretion extend the initial Contract term in increments of one or more months and do so one or more times, provided that the maximum aggregate term of the Contract including extensions cannot exceed the maximum aggregate term of five (5) years.

Contract Extension 1 Extended 10/01/24 through 09/30/2026

The term of this City of Prescott contract with the Vendor (City Contract No. 2026-115) shall be for one (1) year, commencing on the date written below.

CONFLICT OF INTEREST: 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, 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.

TERMINATION FOR CONVENIENCE: The City reserves the right to terminate the Contract for convenience, in whole or in part at any time, when deemed in the best interests of the City without penalty or recourse upon ten (10) days written notice to the Vendor/Supplier/Contractor of such termination. 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.

PRIORITY: In the event of a discrepancy between this Contract and Exhibit "B", this Contract shall control over Exhibit "B".

INDEMNITY: Subject to the limitations of A.R.S. § 34-226, to the fullest extent allowed by law, the Vendor/Supplier/Contractor 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 Vendor/Supplier/Contractor'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 Vendor/Supplier/Contractor 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 Vendor/Supplier/Contractor has or may

have against the City, its agents or employees, arising out of or in any way connected with the Vendor/Supplier/Contractor's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

INSURANCE REQUIREMENTS:

Vendor/Supplier/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 ten (10) day notice of cancellation for non-payment of premium, any changes to the material 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: 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

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 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/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 A.R.S. § 23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

DATED: _____ day of _____, 20____

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

Berry, Dunn, McNeil & Parker, LLC

City of Prescott, a municipal corporation:

(Authorized Signature)

Philip R. Goode, Mayor

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

APPROVED AS TO FORM:

Sarah M. Thornhill, City Clerk

Joseph D. Young, City Attorney

EXHIBIT A
Quote/Proposal

PROPOSAL

LETTER TO THE:

City of Prescott

FOR A:

Parks and Recreation Master
Plan Update

SUBMITTED BY:

Berry, Dunn, McNeil & Parker, LLC

Chad Snow, Principal

Berry, Dunn, McNeil & Parker, LLC
csnow@berrydunn.com

Teresa Jackson, Project Manager

Berry, Dunn, McNeil & Parker, LLC
teresa.jackson@berrydunn.com

Submitted On: September 5, 2025

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COVER LETTER

September 5, 2025

City of Prescott
Attention: Kristy Diaz-Trahan, Recreation Services - Director
824 E. Gurley St.
Prescott, AZ 86301

Dear Kristy Diaz-Trahan and Members of the Selection Committee:

On behalf of Berry, Dunn, McNeil & Parker, LLC (BerryDunn, we, our), we are pleased to confirm our understanding of the services to be provided in support of the City of Prescott's (the City's) Parks and Recreation Master Plan Update. We appreciate the opportunity to partner with the City on this important initiative and look forward to working collaboratively to deliver a process and plan that reflects Prescott's goals, priorities, and community values.

Our team is committed to delivering a collaborative, transparent, and inclusive process that engages Prescott residents and regional partners while reflecting the City's unique history and character. We recognize the importance of balancing innovation with proven best practices to develop strategies that are visionary yet practical, helping Prescott address aging infrastructure, evolving recreation trends, and opportunities such as expanded trail connectivity. By leveraging our extensive experience, we will help you navigate challenges, seize opportunities, and realize long-term success aligned with your priorities and values. Below and throughout this proposal, we highlight our key strengths: award-winning engagement, deep industry experience, and data-driven analysis. These elements will guide our work to support you in meeting your objectives and create lasting value for the community.



**Award-Winning
Engagement**



**Deep Industry
Expertise**



Data-Driven Analysis

We are confident that as your selected partner, we will deliver a Parks and Recreation Master Plan Update that is sustainable, impactful, and equitable. We sincerely appreciate the opportunity to submit this proposal and thank you for your time and consideration.

As a principal in BerryDunn's Local Government Practice Group and Chief Operating Officer of our Consulting Services Team, I am authorized to bind BerryDunn to this proposal. Please consider me the City's primary point of contact for any questions or updates during the evaluation process. We have reviewed the request and submit this firm, irrevocable offer, valid for 120 calendar days from the proposal due date of September 5, 2025.

Sincerely,

Chad Snow, PMP®, Principal, Chief Operating Officer
Consulting Services Team, Local Government Practice Group
Berry, Dunn, McNeil & Parker, LLC
207.541.2294 | csnow@berrydunn.com

Approach

Designed for Your Success

The City of Prescott (Prescott) has a long tradition of investing in parks and recreation, beginning with Ken Lindley Field in the 1930s and growing through decades of federal, state, and local support. Milestones such as the 1998 voter-approved purchase of Willow and Watson Lakes secured resources that continue to balance conservation, water supply, and recreation while enriching quality of life for residents and visitors.

Today, Prescott's Recreation Services Department manages a diverse system of regional and community parks, trails, open space, lakes, golf facilities, and the historic rodeo grounds. This portfolio supports one of the highest per capita sports participation rates in Arizona and offers activities that range from field sports and hiking to cultural programs, live events, and nature-based recreation. Strong partnerships with the Arizona Game and Fish Department, Prescott National Forest, Yavapai County, and neighboring communities further enhance connectivity and access across the region.

This Parks and Recreation Master Plan Update builds on the foundation of the City's 2008 Plan and will serve as a 10-year strategic framework for reinvestment, innovation, and growth. Through data analysis, community engagement, and strategic visioning, the proposed work plan will guide Prescott in addressing changing recreation trends, aging infrastructure, and evolving community priorities to create a sustainable, equitable system that reflects the City's unique character.

PHASE 1: DISCOVERY

1.1 Initial Project Planning. We will begin with an initial planning and discovery session to identify Prescott's key interest groups, project team members, milestones, and expectations. During this session, we will review the proposed project schedule and confirm roles and responsibilities. The insights gained will guide development of the Project Work Plan and Schedule outlined in Task 1.2, helping ensure that the process reflects the City's organizational structure and community priorities.

1.2 Project Work Plan and Schedule. Together, we will develop a tailored Work Plan and Schedule that clearly outlines the project scope, communication approach, meeting timelines, and the key groups engaged in Prescott's parks and recreation system. This foundational plan will serve as our roadmap—building alignment from day one and helping ensure that all activities stay on track. By defining responsibilities and quality control processes up front, Prescott will benefit from a smooth, transparent process that supports timely progress, high-quality deliverables, and confidence in every step of the engagement.

➤ *Deliverable 1: Project Work Plan and Schedule*

1.3 Kickoff Presentation. We will facilitate an on-site kickoff meeting with Prescott’s project team to establish shared understanding, build early momentum, and lay the foundation for a strong partnership. This session will introduce our team, clarify project goals, walk through our approach, and confirm milestones. In addition to aligning on process and logistics, we will tour Prescott’s parks, recreation facilities, open spaces, and trail system. This firsthand experience will allow us to understand the community’s context, user experience, and operational realities—helping to ensure recommendations are practical, implementable, and grounded in Prescott’s unique assets.

1.4 Data Request and Data Review. We will submit an initial information request to gather key documents and data related to Prescott’s plans, organizational structure, and operations. This includes:

- ▶ 2015 and/or 2025 General Plan
- ▶ 2025–2029 City Strategic Plan
- ▶ 2008 Parks and Recreation Master Plan

By reviewing this information early, we can build on Prescott’s previous efforts, minimize staff burden, and deliver recommendations aligned with the City’s goals and community needs.

1.5 Review Demographics. Rather than producing a separate demographics report, we will incorporate the 2025 General Plan demographics report to understand the unique characteristics of Prescott’s diverse communities. Our evaluation will consider population density, age distribution, income levels, race and ethnicity, and health disparities across the City. By analyzing this data, we will uncover patterns that inform targeted outreach and support equitable access to parks and recreation resources.

1.6 Status Update Meetings. We will hold regular biweekly status update meetings with the City’s project manager to maintain clear, proactive communication. These check-ins will keep your team informed, help anticipate needs, and address risks early—supporting a smooth workflow and alignment with Prescott’s goals and timeline.

PHASE 2: ENGAGEMENT

2.1 Community Engagement Strategy. We will partner with City staff to co-create a hybrid engagement strategy tailored to Prescott’s culture and community context. An interactive project website will serve as the central engagement portal, providing a “home base” for residents to stay informed, share feedback, and track project milestones. Tools such as surveys, mapping, forums, and idea walls will broaden participation and strengthen community connections.

Complementing this, in-person engagement will reach residents who may be less connected digitally. Our team will host **four targeted meetings with interest groups** (community leaders, school district representatives, user groups, neighborhood associations, friends groups, and alternative providers) to capture diverse perspectives. We will also facilitate **four public workshops** and attend up to **three community events** with interactive booths that provide accessible opportunities for feedback.

This approach helps ensure that our activities are purposeful, inclusive, and result in meaningful feedback that directly informs Prescott's master plan.

➤ *Deliverable 2: Detailed Engagement Strategy*

2.2 Statistically Valid Survey. Partnering with ETC Institute, we will develop and distribute a statistically valid survey to a representative sample of Prescott households. This survey will provide critical data on values, satisfaction, priorities, awareness, and usage patterns—capturing input not only from active users but also from those not currently participating in City programs or facilities.

2.3 Engagement Feedback Summary. We will synthesize findings from workshops, interest-group meetings, community events, the statistically valid survey, and online engagement into an Engagement Feedback Summary. By integrating demographic insights from the 2025 General Plan with community input, we will identify common themes, document barriers to access and service gaps, and highlight emerging opportunities. This integrated assessment will provide a clear picture of Prescott's needs and priorities across neighborhoods and user groups, directly informing actionable recommendations that align with Prescott's goals and support equitable access to parks and recreation.

➤ *Deliverable 3: Engagement Feedback Summary*

PHASE 3: ANALYSIS

3.1 Parks and Facilities Inventory Assessment. Kimley-Horn will document the existing Prescott parks and recreation facilities via photographs and written summaries. Kimley-Horn will compile and inventory and assess existing parks, trails, open space, and facilities. We will develop tables that generally identify and evaluate the quality of facilities based on field visits to each park to determine the conditions of buildings, grounds, equipment, and overall appearance. We will identify any major deferred maintenance items and provide a general assessment of the accessibility of the facilities. We will also address the adequacy for stated purposes and use and the potential for expansion based on previously prepared master plans (if applicable), and document the current hours of operation. We will also examine the functionality of the existing park site plans and make observations related to vehicular and pedestrian flow, operations and efficiency. This assessment will consider the capacity of each amenity found within the system (e.g. playgrounds, ball fields, trails, natural areas, special facilities) as well as functionality, accessibility condition, comfort, and convenience. Evaluation criteria will be based on expressed values of the community, and special consideration will be given to any significant land-use changes since the 2008 Parks and Recreation Master Plan.

3.2 Park Classifications and Level of Service Standards. Kimley-Horn will work with the client to review and confirm, modify or add to existing park classifications, and preferred facility standards for all park sites, trails, open space amenities including common areas and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services. Facility standards include level of service standards and the population served per recreational facilities and park amenities. Any new or modified classification or standard will be approved as required. These are based on regional, statewide

or nationally accepted parks and recreation standards, as well as the team's national experience and comparison with peer/survey agencies. These standards will be adapted based on the needs and expectations of the City of Prescott.

We will incorporate the information gathered through inventory and community input meetings to measure the level of service currently being provided to the residents, stakeholders and users of Prescott's system. Kimley-Horn will analyze how this information reconciles with community demographics, social determinants of health, active transportation systems, administrative boundaries and neighborhoods, etc. As part of the level of service analysis, we will analyze and include relevant alternative recreation facilities and providers within the study area (i.e. schools, commercial recreational and fitness providers, and park and recreation facilities in nearby communities) to provide an analysis of duplication of services and to identify opportunities for collaborative efforts. The level of service analysis will also evaluate:

- ▶ The community's access to parks facilities
- ▶ Alternate providers' facilities (such as homeowner associations, schools or agency-owned) that provide recreation access for the City's residents
- ▶ Trail access and future trail development

➤ *Deliverable 4: Park Inventory and Level of Service Assessment*

3.3 Conduct a Recreation Assessment. We will conduct an in-depth recreation assessment to evaluate existing programs, facilities, and services in terms of their effectiveness, accessibility, and alignment with Prescott's community needs. This process will begin with a data request to collect information on current program offerings, participation levels, and service usage.

Our team will analyze this data to identify trends, gaps, and opportunities for improved service delivery. To supplement the data analysis, we will facilitate a focus group with Prescott recreation program staff to gain insights into current delivery methods, operational challenges, and growth opportunities. We will also conduct a program menu inventory to assess the variety of recreational activities offered and analyze participation trends across age groups, demographics, and geographic areas. This analysis will include the development of a participation heat map to visualize demand and highlight underserved areas.

Finally, we will create a detailed program inventory, evaluating how well these offerings align with community needs identified in Prescott's engagement process. By integrating program data with findings from the analysis, we will assess whether the current facility infrastructure supports the delivery of a future program menu that maximizes community impact.

➤ *Deliverable 5: Recreation Assessment*

3.4 Operational Assessment and Benchmarking. The organizational assessment will evaluate Prescott's structure, staffing, policies, procedures, and business planning efforts, building on past planning initiatives and historical investment patterns. It will also evaluate the Department's mission and vision and suggest updates as appropriate. The assessment will also incorporate customer satisfaction data and operational performance metrics to highlight strengths, pinpoint service gaps, and identify opportunities for improvement. In addition,

BerryDunn will review funding opportunities such as park impact fees to identify potential mechanisms for supporting future investment.

In parallel, BerryDunn will complete a benchmarking analysis of Prescott's parks, recreation, open space, and trail system to compare financial resources, program offerings, and service levels to peer communities and national best practices. This benchmarking effort will include a comparison with five other agencies selected in coordination with the City.

Together, these analyses will provide City leaders with a clear, data-driven foundation for making informed decisions, improving organizational efficiency, and planning for the next decade of investment and growth.

➤ *Deliverable 6: Operational Assessment and Benchmarking*

PHASE 4: VISIONING

4.1 Visioning Sessions. BerryDunn will review all key findings and facilitate three topic-specific visioning sessions with Prescott project team to guide the development of the action plan. These sessions will identify and prioritize improvements to Prescott's existing parks based on facility conditions, operational costs, and programming needs. We will also explore opportunities for new park and facility development in Prescott, helping ensure alignment with community growth patterns and unmet service demands. In addition, BerryDunn will recommend and prioritize new programs or projects that reflect Prescott's community interests, demographic trends, and equity considerations.

4.2 Develop Goals, Objectives, and Action Items. After the Visioning Sessions, BerryDunn will develop an implementation plan that includes goals, objectives, and action items. The plan will feature a phased implementation framework outlining short-, mid-, and long-term goals, clear milestones, performance metrics, standards across Prescott's parks and recreation system.

➤ *Deliverable 7: Goals, Objectives, and an Action Plan*

PHASE 5: FINALIZATION

5.1 Prepare a Draft Plan. BerryDunn will prepare a Draft Plan that brings together an analysis of existing conditions, findings from community engagement, and strategic priorities into one complete document. The draft will summarize system needs, outline a phased framework for implementation, and present prioritized recommendations for acquisitions, development, reinvestment, and renovation of Prescott's parks and facilities.

➤ *Deliverable 8: Draft Parks and Recreation Master Plan*

5.2 Final Presentation and Plan Completion. We will present the final Plan to City leadership, providing an opportunity for questions and feedback. Following this presentation, we will incorporate requested edits and submit the final Plan for Prescott's adoption.

➤ *Deliverable 9: Final Parks and Recreation Master Plan*

Additional Scope

Prescott's trail and greenway system provides non-motorized recreation and transportation opportunities that connect schools, businesses, neighborhoods, parks, and open spaces. With national recognition for its progressive approach, Prescott has already made significant strides through the 50-mile Prescott Circle Trail, the Greenways system, and the Granite Dells expansion. Building on these accomplishments, BerryDunn will incorporate a dedicated Trail Connectivity Plan into this master plan update.

Trail Connectivity Analysis

Kimley-Horn will review all existing mapping and trails data provided by the City prior to conducting an assessment. Data shall be reviewed for gaps and accuracy. The location of destinations and key decision points shall be assessed and evaluated, along with other key factors such as ADA, transportation/traffic data, vehicular conflicts, pedestrian and bicycle safety, maintenance/vandalism concerns, fire/emergency access, drainage/stormwater quality, utilities, location of existing and proposed park and recreation facilities, overall visual aesthetic, and user experience. The inventory and assessment will be presented to, and vetted by, staff and project stakeholders to help ensure that the direction proposed supports the key planning goals of the project. Utilizing the results of the inventory and analysis, Kimley-Horn shall develop a high-level plan and program outlining the location of proposed trail corridors, and an implementation cost summary analysis. The alignment of proposed trails will be depicted, along with locations of existing points of interest and connectivity to key destinations.

Anticipated Schedule

Below is our anticipated schedule for completing the City’s requested scope of work. We expect the project to take approximately 10 to 12 months and look forward to collaborating with the City to finalize the timeline. We remain flexible to adjust the schedule as needed—whether to accelerate or extend the process—while helping to ensure consistent progress and momentum throughout the project.

Table 2: BerryDunn’s Proposed Schedule

Phase / Months	1	2	3	4	5	6	7	8	9	10	11	12
Ongoing Project Management	●	●	●	●	●	●	●	●	●	●	●	●
Phase 1: Discovery	●	●										
Phase 2: Engagement			●	●	●	●	●					
Phase 3: Analysis			●	●	●	●	●					
Phase 4: Visioning								●	●	●		
Phase 5: Finalization										●	●	●
Trail Connectivity Analysis			●	●	●	●	●					

Proposed Costs

Table 1 outlines our proposed costs for completing the City's requested scope of work. We propose a firm, fixed fee that includes all time, materials, and travel expenses. These costs were carefully developed based on:

- ▶ The detailed work plan narrative presented in our proposal
- ▶ Our staffing plan and resource allocation, helping ensure the right number of team members with the appropriate expertise to effectively complete the defined tasks
- ▶ Our extensive experience managing projects of similar scope and scale

We welcome open conversation and are happy to discuss and negotiate pricing to best align with the City's needs and budget.

Table 1: Proposed Costs by Phase

Phase	Costs
Phase 1: Discovery	\$20,019
Phase 2: Engagement	\$43,861
Phase 3: Analysis	\$60,072
Phase 4: Visioning	\$9,095
Phase 5: Finalization	\$16,953
Total	\$150,000
Additional Scope: Trail Connectivity Analysis	\$15,000

Introducing BerryDunn

At BerryDunn, we understand that the City of Prescott seeks to make informed decisions, improve operations, and achieve strategic goals that best serve the community through its Parks and Recreation Master Plan Update. With a nationwide team of over 990 professionals, we bring deep industry expertise combined with a collaborative approach to deliver solutions tailored to your unique needs. Our Local Government Practice Group has a proven track record of partnering with cities, counties, and special districts to support initiatives such as strategic and master planning, financial and operational analysis, and organizational assessments—all designed to help you advance your priorities effectively and efficiently. Within this group, BerryDunn's Parks, Recreation, Libraries Practice offers specialized expertise grounded in firsthand experience operating systems like yours. Our team of more than 20 specialists has worked on over 650 projects, partnering with local, state, and national agencies, as well as private organizations, to develop master plans, needs assessments, financial strategies, quality evaluations, and more.

We recognize the unique opportunities presented by Prescott's extensive system of parks, trails, lakes, rodeo grounds, and partnerships with neighboring agencies. Our approach—supported by BerryDunn's broader network of over 350 consultants across local and state government disciplines—will align these assets with the City's vision, helping ensure equitable access, operational efficiency, and long-term sustainability. This coordinated effort will provide City leaders with actionable strategies, clear priorities, and an implementation framework that translates Prescott's vision into impactful results for residents and visitors alike

Bringing Deep Expertise to the City

BerryDunn's Parks, Recreation, Libraries Practice brings the City the guidance of nationally respected experts with decades of hands-on experience leading parks, recreation, and library systems. Jason Genck, Lisa Paradis, and Chad Snow have served in executive roles where they drove innovation, operational excellence, and meaningful community impact. As co-practice leaders, they provide strategic direction and mentorship to our project team, helping to ensure that the solutions we develop are grounded in practical insight and tailored to meet the specific needs and goals of Prescott.



Jason Genck, MPA, CPRP
Senior Manager



Lisa Paradis, MBA, CPRP
Principal



Chad Snow, PMP®
Chief Operating Officer

Together, Jason, Lisa, and Chad shape the vision and approach of our Parks, Recreation, Libraries Practice helping ensure every project delivers best practices informed by real-world experience and community-centered solutions. Their leadership means that the City will benefit from a collaborative process focused on strategic, responsive planning that supports your long-term success and reflects the aspirations of your community.

Introducing Our Subcontracting Partners

Crafting the ideal team for your project required a thoughtful selection of partners whose expertise, experience, and vision seamlessly complement the strengths of BerryDunn. We believe you will not only see but truly appreciate the depth of value our subcontracting partners bring to your project. It is with great enthusiasm that we introduce them in the following section.



Kimley-Horn and Associates, Inc. is a 4,500-person, multidisciplinary consulting firm composed of civil engineers, roadway designers, environmental engineers, landscape architects, planners, and other talented design professionals. Founded 53 years ago and with 11 offices in California alone, Kimley-Horn brings a panoramic perspective from successfully completing numerous parks and recreation projects for federal, state, regional, and local government clients. Kimley-Horn has extensive experience planning and designing active and passive parks, greenways, and people-places for agencies and municipalities throughout Southern California. Kimley-Horn's planners and landscape architects emphasize the development of a functional, pleasing visual environment, meaningful themes, and strong connection to environment while being sensitive to budget and long-term maintenance. With strong local ties and park design experience, Kimley-Horn has the capabilities and resources to complete a wide range of tasks that not only meet communities' needs but also act as recreational destinations for years to come.



ETC Institute is a market research firm that specializes in the design and administration of market research for governmental organizations. Their major areas of emphasis include citizen satisfaction surveys, parks and recreation surveys, community planning surveys, business surveys, transportation surveys, employee surveys, voter opinion surveys, focus groups, and stakeholder interviews. Since 1982, ETC Institute has completed research projects for organizations in 49 states. ETC Institute has designed and conducted more than 3,500 statistically valid surveys, and their team of professional researchers have moderated more than 1,000 focus groups and 2,000 stakeholder meetings. During the past five years alone, ETC Institute has administered surveys in more than 850 communities across the United States.

Relevant Experience

Locally Informed, Nationally Proven

We know that every community is different—and that local context matters. That's why we're proud to bring both national experience and regional insight to our work in Arizona. Whether it is helping cities plan for the future, improve operations, or build stronger community spaces, we have been honored to partner with agencies across the region. Below are a few examples of recent and ongoing clients whose projects reflect our commitment to supporting communities just like yours.

- ▶ City of Avondale
- ▶ City of Goodyear
- ▶ City of Scottsdale
- ▶ City of Tucson
- ▶ Town of Queen Creek
- ▶ City of Buckeye
- ▶ City of Mesa
- ▶ City of Surprise
- ▶ Town of Gilbert
- ▶ Town of Sahuarita
- ▶ City of Glendale
- ▶ City of Phoenix City
- ▶ City of Tempe
- ▶ Town of Prescott Valley

Together with our active involvement in the state's professional associations, this experience gives us a strong foundation of local knowledge and trusted relationships. It also helps to ensure that we bring meaningful insights, practical expertise, and a clear understanding of both regional needs and national best practices to this project.

Master, Strategic, and Comprehensive Planning

When you work with our team, you are getting the benefit of a firm that has led hundreds of master, strategic, and comprehensive planning projects. Along the way, we have learned what works—and we have continued to fine-tune how we engage communities, analyze data, and shape recommendations. Our goal is to make our planning processes inclusive, innovative, and grounded in real community needs. We also bring the perspective of having worked in the public sector ourselves, so we understand the challenges you face and how to tailor our approach to fit your specific goals. Below are clients for whom we conducted planning projects that show the kind of work we do—and how we can help.

- ▶ Ada County, ID
- ▶ Adams County, CO
- ▶ Athens-Clark County, GA
- ▶ Avondale, AZ
- ▶ Buncombe County, NC
- ▶ Cabarrus County, NC
- ▶ Calvert County, MD
- ▶ Charles County, MD
- ▶ Charleston County, SC
- ▶ City of Norwalk, CT
- ▶ City of Novato, CA
- ▶ City of Oakland, CA
- ▶ City of Omaha, NE
- ▶ City of Owensboro, KY
- ▶ City of Palm Coast, FL
- ▶ City of Palmdale, CA
- ▶ City of Parkland, FL
- ▶ City of Pflugerville, TX
- ▶ Vermont State Parks
- ▶ Mecklenburg County, NC
- ▶ Miami-Dade County, FL
- ▶ North Carolina Department of Natural and Cultural Resources
- ▶ Peninsula Metropolitan Park District, WA
- ▶ Pima County, AZ

- ▶ City/County of Denver, CO
- ▶ City of Aurora, CO
- ▶ City of Blue Springs, MO
- ▶ City of Bonita Springs, FL
- ▶ City of Bozeman, MT
- ▶ City of Boynton Beach, FL
- ▶ City of Burlington, CO
- ▶ City of Burlington, NC
- ▶ City of Cedar Park, TX
- ▶ City of Commerce City, CO
- ▶ City of Cooper City, FL
- ▶ City of Crestwood, MO
- ▶ City of Douglasville, GA
- ▶ City of Englewood, CO
- ▶ City of Ennis, TX
- ▶ City of Fairfax, VA
- ▶ City of Ferguson, MO
- ▶ City of Fort Lauderdale, FL
- ▶ City of Golden, CO
- ▶ City of Grand Prairie, TX
- ▶ City of Greeley, CO
- ▶ City of Hampton, VA
- ▶ City of Plantation, FL
- ▶ City of Port St. Lucie, FL
- ▶ City of Raleigh, NC
- ▶ City of Redlands, CA
- ▶ City of Roanoke, VA
- ▶ City of Rock Springs, WY
- ▶ City of Salt Lake City, UT
- ▶ City of Sandpoint, ID
- ▶ City of Salisbury, NC
- ▶ City of Scottsdale, AZ
- ▶ City of Tampa, FL
- ▶ City of Unalaska, AK
- ▶ City of Wheat Ridge, CO
- ▶ City of Wilsonville, OR
- ▶ County of Dinwiddie, VA
- ▶ DeKalb County, GA
- ▶ El Paso County, CO
- ▶ Elmhurst Park District, IL
- ▶ Evergreen Park and Recreation District, CO
- ▶ Howard County, MD
- ▶ Hyland Hills Park and Recreation District, CO
- ▶ Illinois Park and Recreation Association
- ▶ Pittsylvania County, VA
- ▶ Round Lake Area Park District, IL
- ▶ San Luis Obispo County, CA
- ▶ South Suburban Parks and Recreation District, CO
- ▶ Stanford University
- ▶ Sullivan County, NY
- ▶ Suwanee County, FL
- ▶ Town of Brewster, MA
- ▶ Town of Burlington, MA
- ▶ Town of Cary, NC
- ▶ Town of Chapel Hill, NC
- ▶ Town of Davie, FL
- ▶ Town of Erie, CO
- ▶ Town of Gilbert, AZ
- ▶ Town of Groton, CT
- ▶ Town of Jupiter, FL
- ▶ Town of Manchester, CT
- ▶ Town of Morrisville, NC
- ▶ Town of Sahuarita, AZ
- ▶ Town of Timnath, CO
- ▶ Village of Ardsley, NY

Project Team

Roles, Responsibilities, and Qualifications

Below and on the following page(s), we introduce our proposed project team members, describe their roles and responsibilities, and detail their qualifications as they relate to delivering projects of this nature. **Full resumes can be reviewed in Appendix A.**



Teresa Jackson, AFO, CPO | Project Manager

Teresa brings more than 25 years of experience supporting municipal parks and recreation and special events departments. She has managed master plans, feasibility studies, and cost recovery analyses, consistently building strong relationships with staff, elected officials, and community members. Her background in facility development, policy innovation, and operational analysis will provide Prescott with an experienced leader who understands how to balance vision with implementable strategies.



Miranda Hanson | Subject Matter Expert: Social PinPoint and Benchmark Analysis

Miranda has a background in project management, training development, and program coordination, with experience overseeing multi-faceted projects and engaging diverse stakeholders. They bring skills in community engagement, grant administration, and process management, helping ensure that Prescott's planning process is well-supported, inclusive, and efficient.



Dante Cavas | Subject Matter Expert: Community Engagement and Resource Mapping

Dante specializes in geographic information system (GIS) mapping, spatial analysis, and data visualization to support decision-making in parks and recreation planning. His ability to synthesize complex datasets into clear insights, combined with experience in engagement and facilitation, will provide Prescott with actionable information that highlights gaps, opportunities, and equitable access across the system.



Andrew Baird, PE | Kimley-Horn | BerryDunn Subcontractor

Leading Kimley-Horn's Prescott office, Andrew focuses on the management and design of Northern Arizona projects. He is a multidiscipline project manager with more than 19 years in both the public and private sectors. His experience includes the management and design of paving, drainage, and utility projects for states, counties, cities, and private developers. Over the past 9 years, Andrew has worked primarily on public works projects varying in size and delivery method. This includes parks and recreation projects, on-call contracts, alternative delivery municipal roadway projects

(Job Order Contract [JOC] and Construction Manager at Risk [CMAR]), and utility coordination/design on ADOT projects. For this project, Andrew will lead cost estimating and concept planning efforts.



Rebeca Field, PLA | Kimley-Horn | BerryDunn Subcontractor

As Kimley-Horn's Lead Landscape Architect in our Tucson office, Rebeca brings over 23 years of experience to the team with special focus on linear, public-sector projects such as master plans, parks, urban greenways, and shared-use pathways. She has worked extensively in Arizona and has a deep understanding of the City's guidelines and standards for multimodal design through her work on the Granite Dells Gateway Park, Granite Creek Corridor Master Plan, and many more. Rebeca has a deep appreciation for the local community and enjoys having the opportunity to interface with the public during her projects. Her team is skilled in developing realistic photo renderings of proposed aesthetic enhancements to engage the community and generate excitement for upcoming improvements. Rebeca will ensure the team is complying with the City's goals and objectives through managing stakeholder coordination, maintaining the unique character of the project area through our designs, and developing all construction documents.

Appendix A: Resumes



Teresa Jackson, AFO, CPO

MANAGER / PROJECT MANAGER

Berry, Dunn, McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

Bachelor's Degree,
Recreation Administration,
California State University

Certified Aquatics Facility
Operator (AFO)

Certified Pool Operator
(CPO)

SELECT CLIENTS

City of Brighton, CO
City of Georgetown, TX
City of Glendale, AZ
City of Kingman, AZ
City of Mesa, AZ
City of Tulsa, OK
City of Valdez, AK
City of Victorville, CA
El Paso County, CO
Valley Wide Recreation
and Park District, CA
City of Tulsa, OK
City of Kennewick, WA
PenMet Parks District, WA
Johnson County Parks and
Recreation District
City of Owensboro, KY
City of Cedar Park, TX
Town of Sahuarita, AZ

Teresa Jackson is a manager in our Parks, Recreation and Libraries Practice. She has more than 25 years of experience supporting municipal parks and recreation and special events departments, including as recreation manager for the City of Sacramento, California; special events manager for the City of Boulder, Colorado; and community center operations manager for Estes Valley Recreation and Park District, Colorado. She is highly skilled in community outreach, facilities management, programming, public policy, and project management.

RELEVANT EXPERIENCE

Project Management: Teresa is a talented project manager with experience leading parks and recreation master plans, feasibility studies, and cost recovery analyses. She focuses on building strong relationships with staff, elected officials, partner organizations, and community members. She has collaborated with non-profits, community-based organizations, and neighboring municipalities to deliver activities and programs in small, mid-sized, and large communities.

Operations Analysis and Programming: Prior to joining BerryDunn, she led the development and implementation of the Estes Valley Recreation Center, a \$27-million, 70,000-square-foot facility intended to house a multi-generational, multipurpose senior, aquatics, fitness, child care, and library center.

Policy Innovation: Teresa excels at identifying opportunities for progressive programming and management. While serving the City of Sacramento, she led a review of the City's park code to allow for commercial uses in parks and community centers. She also managed a committee which established a city ordinance for special events.

Cost Recovery: Teresa has supported several cost recovery initiatives for parks and recreation departments and districts. She leverages her public-sector background, consulting experience, and knowledge of industry best practices to help clients understand the full costs of providing services, identify cost-saving measures, and develop cost recovery and fee structure strategies.

Branding and Marketing: Teresa understands how to communicate key recreation messages and themes in dynamic and engaging ways. As recreation manager for the City of Sacramento, she redesigned the City's Recreation Magazine to reduce production costs by nearly 50%. The California Parks and Recreation Society awarded the magazine the 2014 Award of Excellence in Marketing and Communication.



Miranda Hanson

CONSULTANT / SUBJECT MATTER EXPERT

Berry, Dunn, McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

BS, Parks and Recreation Management, Frostburg State University

Graduate Certificate, Project Management, Northeastern University

SELECT CLIENTS

Louisville Jefferson County Metro Government, KY

Miranda Hanson is a consultant with BerryDunn's Local Government Practice Group. They coordinate project management needs such as facilitating meetings, reporting updates to the internal team as well as the client, and schedule coordination in addition to providing data analysis as well as community and staff engagement.

RELEVANT EXPERIENCE

Learning and Development: Miranda has managed employee orientation and onboarding logistics, content, and presentation. They have designed, produced, and delivered firm-wide development programs on topics such as diversity, equity, and inclusion, software training, and staff development. They have served on the Vision 2026 Diversity, Equity, and Inclusion Committee as well as the firm DEI Council. In addition, they have created user guide and training materials for the firm-wide implementation of the Learning Management System. As an administrator of this system, Miranda tracked and maintained employee information; course coordination; and the management of training records and status reports. They also have coordinated and helped with training between vendors and our Local Government Practice Group as well as created a training plan checklist to help prepare our internal teams to train their supervisors.

Program Management: Miranda managed four grant-funded projects, simultaneously utilizing project management processes involving distribution of funds; purchasing items; writing follow-up reports; and maximizing budgets within defined project timeline, scope, and budget. They supervised over 70 volunteers through conducting orientations; producing training; detailing duties and responsibilities; assessing volunteer performance; and planning activities to recognize volunteers for their contributions. Miranda also coordinated programming and community partnerships for neighborhood educational centers in areas relating to college access, STEM, literacy and reading.

Research and Supervision: Miranda interviewed survey respondents by telephone while following the University of Southern Maine's mandated research guidelines and procedures. They recorded data from the interview responses by entering answers into a computer-assisted system, and they supervised interview staff by delegating workloads and answering questions.



Dante Cavaz

CONSULTANT / SUBJECT MATTER EXPERT

Berry, Dunn, McNeil & Parker, LLC

EDUCATION AND CERTIFICATIONS

BA, History, Brown University

RECOGNITION

Outstanding Innovator Award – BerryDunn Innovation Council

SELECT CLIENTS

City of Fairfax, VA
City of Golden, CO
City of Lake Elsinore, CA
City of Maple Valley, WA
City of Modesto, CA
City of New Braunfels, TX
City of Wheat Ridge, CO
Pima County, AZ
Town of Danvers, MA

Dante Cavaz is a consultant in our Parks, Recreation, and Libraries Practice. He excels in using geographic information system (GIS) analysis and data-driven methodologies to support parks and recreation agencies in their planning and strategic initiatives. With both technical expertise and a commitment to community engagement, Dante's work informs outcomes that cater to clients' diverse needs. His strong communication skills, ability to synthesize information sources, and fluency in Portuguese allow him to engage effectively with a variety of interested parties and contribute to projects promoting equity and community well-being.

RELEVANT EXPERIENCE

GIS Analysis: Leveraging his background in geospatial analysis, Dante uses the suite of ArcGIS software to make maps that assist decision-making and project outcomes. He also employs these spatial analysis skills to perform level of service (LOS) analysis for parks and recreation master planning projects, as well as for municipal comprehensive plans. Dante is also experienced in interactive mapping approaches, such as ArcGIS Story Maps, which allow him to create easily shareable digital maps based on geographic data.

Data Analysis and Visualization: Dante is skilled at extracting and analyzing large datasets. He leverages Power Query to efficiently organize quantitative data, which he then visualizes through charts, graphs, and maps. Dante uses data visualizations to help ensure clear communication and informed decision-making in parks and recreation initiatives. By analyzing complex data, Dante uncovers actionable insights that drive strategic planning projects.

Community Engagement and Facilitation: Dante has experience facilitating stakeholder interviews and focus groups, employing strong written and verbal communication skills to connect with others and glean key insights. Additionally, he has staffed many community pop-up events, engaging the public and learning about their priorities.

Andrew Baird, PE

Civil Engineer

Education

- ▲ B.S., Civil Engineering, Arizona State University

Registrations

- ▲ PE in AZ (#48841)

Professional Affiliations

- ▲ American Society of Civil Engineers (ASCE)
- ▲ Arizona Public Works Association (APWA)

Bio

Leading Kimley-Horn's Prescott office, Andrew focuses on the management and design of Northern Arizona projects. He is a multidiscipline project manager with more than 19 years in both the public and private sectors. His experience includes the management and design of paving, drainage, and utility projects for states, counties, cities, and private developers. Over the past 9 years, Andrew has worked primarily on public works projects varying in size and delivery method. This includes parks and recreation projects, on-call contracts, alternative delivery municipal roadway projects (Job Order Contract [JOC] and Construction Manager at Risk [CMAR]), and utility coordination/design on ADOT projects. For this project, Andrew will lead cost estimating and concept planning efforts.

Relevant Project Experience

- ▲ Town of Prescott Valley, Civic Drive Community Development Block Grant (CDBG) Sidewalk Northside Pedestrian Improvements, Prescott Valley, AZ – Project Manager
- ▲ City of Sedona, Shared Use Path, Sedona, AZ – Project Manager
- ▲ Town of Prescott Valley, Glassford Hill Road, Long Look Drive to SR 89A, Prescott Valley, AZ – Project Manager
- ▲ Lake Havasu City, Special Activities and Recreation Area (SARA) Park Trailhead Expansion, Lake Havasu City, AZ – Project Manager
- ▲ City of Prescott, Implementation of the Granite Creek Corridor Master Plan, Prescott, AZ – Project Manager
- ▲ City of Prescott, On-Call, Prescott, AZ – Contract Manager
- ▲ City of Prescott, Carleton Street and South Cortez, Reconstruction, Prescott, AZ – Project Manager



City of Prescott, Parks and Recreation Master Plan

PROJECT TEAM RESUMES

- ▲ City of Prescott, Pickleball Courts and Parking Improvements, Prescott, AZ – Project Manager
- ▲ City of Prescott, West Granite Creek Improvements, Prescott, AZ – Project Manager City of Prescott, Prescott Drainage Projects, Prescott, AZ – Project Manager
- ▲ City of Prescott, Signal Warrant Analysis, Prescott, AZ – Project Manager
- ▲ City of Prescott, Library Sidewalk Improvements, Prescott, AZ – Project Manager
- ▲ City of Prescott, Equestrian Water Main Replacement, Prescott, AZ – Project Manager
- ▲ City of Prescott, Rocky Dells Water Main Replacement, Prescott, AZ – Project Manager
- ▲ City of Prescott, Willow Lake Road/Prescott Lakes Parkway Intersection, Prescott, AZ – Project Manager
- ▲ City of Prescott, Highland Center, Parking Lot Improvements, Prescott, AZ – Project Manager
- ▲ Town of Camp Verde, Sports Complex Grading, Infrastructure, and Entrance Road, Camp Verde, AZ – Project Manager
- ▲ Town of Pinetop-Lakeside, Johnson Drive Sidewalk Improvements, Pinetop-Lakeside, AZ – Project Manager
- ▲ City of Sedona, Uptown Sedona Roadway Improvements, Sedona, AZ – Project Manager City of Sedona, Shelby Drive Improvements, Sedona, AZ – Project Manager
- ▲ City of Sedona, Canyon Portal and Amara Right Turn Lane Improvements, Sedona, AZ – Civil Project Manager

Rebeca Field, PLA

Landscape Architect

Education

- ▲ MLA, University of Arizona
- ▲ B.S. Environmental Science, Stephen F. Austin State University



Registrations

- ▲ PLA in AZ (#50732)

Professional Affiliations

- ▲ American Society of Landscape Architects (ASLA)
- ▲ International Honor Society for Landscape Architecture
- ▲ National Association of Environmental Professionals

Bio

As Kimley-Horn's Lead Landscape Architect in our Tucson office, Rebeca brings over 23 years of experience to the team with special focus on linear, public-sector projects such as master plans, parks, urban greenways, and shared-use pathways. She has worked extensively in Arizona and has a deep understanding of the City's guidelines and standards for multimodal design through her work on the Granite Dells Gateway Park, Granite Creek Corridor Master Plan, and many more. Rebeca has a deep appreciation for the local community and enjoys having the opportunity to interface with the public during her projects. Her team is skilled in developing realistic photo renderings of proposed aesthetic enhancements to engage the community and generate excitement for upcoming improvements. Rebeca will ensure the team is complying with the City's goals and objectives through managing stakeholder coordination, maintaining the unique character of the project area through our designs, and developing all construction documents.

Relevant Project Experience

- ▲ City of Prescott, Granite Dells Gateway Park, Prescott, AZ – Landscape Architect
- ▲ City of Prescott, Granite Creek Corridor Master Plan, Prescott, AZ – Landscape Architect
- ▲ City of Prescott, Carleton Street and South Cortez Reconstruction, Prescott, AZ – Landscape Architect
- ▲ City of Prescott, Whiskey Row Alley Improvements, Prescott, AZ – Project Manager
- ▲ Dignity Health, Yavapai County Regional Medical Center, Prescott, AZ – Landscape Architect
- ▲ City of Sedona, Uptown Sedona Roadway Improvements, Sedona, AZ – Landscape Architect

City of Prescott, Parks and Recreation Master Plan

PROJECT TEAM RESUMES

- ▲ City of Sedona, Forrest Road Improvements, Sedona, AZ – Landscape Architect
- ▲ Pima County, Canoa Ranch Restoration and Cienega Phases I and II, Pima County, AZ – Project Manager
- ▲ City of Avondale, Recharge Park Master Plan and Schematic Design, Avondale, AZ – Project Engineer
- ▲ Pima County, Santa Cruz River Management Plan, Pima County, AZ – Project Manager
- ▲ Pima County, Santa Cruz River West Bank Improvements, Drexel to Valencia, Pima County, AZ – Project Manager
- ▲ City of Tucson, Robb Wash Greenway Master Plan, Tucson, AZ – Project Manager
- ▲ City of Tucson, Joaquin Murrieta Park Improvements Project, Tucson, AZ – Deputy Project Manager
- ▲ City of Tucson/City of South Tucson/Pima County, El Paso and Southwestern Greenway, Tucson, AZ – Landscape Architect
- ▲ City of Tucson, Robb Wash Greenway Master Plan, Tucson, AZ – Landscape Architect
- ▲ Pima County, Harrison Road Greenway, Tucson, AZ – Landscape Architect
- ▲ City of Tucson, Proposition 407 Phase 1A Bicycle Boulevards, Tucson, AZ – Landscape Architect

“BerryDunn” is the brand name under which Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP, independently owned entities, provide professional services in an alternative practice structure in accordance with the AICPA Code of Professional Conduct. BDMP Assurance, LLP is a licensed CPA firm that provides attest services, and Berry, Dunn, McNeil & Parker, LLC, and its subsidiary entities provide tax, advisory, and consulting services.

The entities falling under the BerryDunn brand are independently owned and neither entity is liable for the services provided by the other entity. Our use of the terms “our firm” and “we” and “us” and terms of similar import denote the alternative practice structure of Berry, Dunn, McNeil & Parker, LLC and BDMP Assurance, LLP.

This proposal is the work of Berry, Dunn, McNeil & Parker, LLC and is in all respects subject to negotiation, agreement, and signing of specific contracts.

EXHIBIT B
Cooperative Purchasing Contract

The parent contract which this agreement falls under is Solicitation No. BPM003907, Organizational Assessment, Consulting and Deployment Services, issued by the Arizona Department of Administration and executed on November 11, 2022. The State's Contract Number is CTR062594.

This reference is made because the above identified parent contract is 297 pages, for brevity it has not been attached to this agreement.



TO: MAYOR AND CITY COUNCIL
AGENDA: October 28 Voting Meeting
DATE: October 28, 2025
DEPT: Finance
ITEM #: 9.D
SUBJECT: Approval of Assignment of City Contract No. 2025-044C1 with Albert Holler & Associates Assigning to Howard Auditing Group LLC.

ITEM SUMMARY

This item is for approval of a contract assignment. Staff recommends approval of the assignment of the City's existing professional services agreement for tax compliance audits from Albert Holler and Associates to Howard Auditing Group, LLC. The assignment is necessary to reflect the contractor's business restructuring and new Employer Identification Number (EIN). All terms, conditions, and compensation under the original contract remain unchanged.

BACKGROUND

Transaction privilege tax is a vital revenue source for the City of Prescott. While the Arizona Department of Revenue oversees the administration of the transaction privilege tax, it is essential to have a robust local tax compliance program to ensure businesses are properly licensed and file accurate and timely returns.

On July 9, 2024, the City Council approved Contract No. 2025-044 with Albert Holler and Associates to provide professional tax compliance audit services for a five-year term (July 10, 2024 – July 9, 2029).

Services under the contract include conducting sales and use tax desk audits, submitting audit results and work papers to the Arizona Department of Revenue for assessment, attending administrative hearings as necessary, and providing taxpayer assistance and monthly progress reports.

Albert Holler and Associates has since restructured its business and formed Howard Auditing Group, LLC, which has been performing the contracted work as a subcontractor. The principal, Mr. Holler, requests formal assignment of the City's contract to Howard Auditing Group, LLC to consolidate operations under the new entity.

Howard Auditing Group, LLC has demonstrated satisfactory performance and possesses the requisite financial capacity and professional expertise to continue the services without interruption. The assignment document (Contract No. 2025-044C1) confirms the City's consent and Howard Auditing Group's agreement to be bound by all terms and obligations of the original contract.

FINANCIAL IMPACT

The contract provides for an annual fee of \$42,000. Approval of the assignment does not modify the scope, term, or total compensation authorized under Contract No. 2025-044. Funding for these services is included in the Finance Department's budget and is cost recovered between the general fund and the streets fund.

Generally, these services will result in additional tax revenue for both one-time audits and ongoing revenue in the future with audited businesses complying with the City Tax Code.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2025-044C1

ATTACHMENTS

1. Consent to Assignment_2025-044C1
2. Contract 2025-044

CITY OF PRESCOTT CONTRACT NUMBER 2025-044C1

**CONSENT TO ASSIGNMENT BY SUB-CONTRACT OF CONTRACT FOR THE
PROVISION OF PROFESSIONAL SERVICES FOR TAX COMPLIANCE AUDITS**

WHEREAS, on September 25, 2024, the City of Prescott (hereinafter “City”) entered into a contract (City of Prescott Contract #2025-044) for the provision of Professional Services for Tax Compliance Audits with Albert Holler and Associates; and,

WHEREAS, Howard Auditing Group, LLC is sub-contracted to the original contractor, Albert Holler and Associates and Albert Holler wishes to assign City Contract #2025-044 to Howard Auditing Group, LLC in an effort to restructure his business; and,

WHEREAS, Howard Auditing Group, LLC has a new Employee Identification Number (EIN), different from that of Albert Holler and Associates and,

WHEREAS, Howard Auditing Group, LLC has satisfactorily provided professional services to the City while working with Albert Holler and Associates; and,

WHEREAS, the City is satisfied that Howard Auditing Group, LLC has the financial wherewithal and skill set to continue to provide the City with the contracted professional services; and,

WHEREAS, as part of this Consent to Assignment, Howard Auditing Group, LLC will abide by all of the original terms and conditions of the original contract (City Contract #2025-044) regarding the provision of professional services to the City.

NOW, THEREFORE:

1. The City consents to the assignment of City Contract #2025-044 from Albert Holler and Associates, to Howard Auditing Group, LLC, for the provision of professional services (Tax Compliance Audits) to the City.
2. All other terms and conditions of the original contract (City Contract #2025-044) shall remain in full force and effect.

PHILIP R. GOODE, Mayor

ATTEST:

SARAH M. THORNHILL, City Clerk

APPROVED AS TO FORM:

JOSEPH D. YOUNG, City Attorney

ACCEPTANCE OF TERMS

HOWARD AUDITING GROUP, LLC, affirms the signator below has legal authority to bind the company and that HOWARD AUDITING GROUP, LLC will abide by all terms and conditions of the original City Contract #2025-044 as the assignee of Albert Holler and Associates.

BY: _____

ITS: _____

DATE:_____



PROFESSIONAL SERVICES AGREEMENT / CONTRACT

for

Tax Compliance Audits

Contract No. 2025-044

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

WHEREAS Albert Holler and Associates (hereinafter referred to as “Professional”), has expertise in providing Tax Compliance Audit services.

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 Tax Compliance Audits including; Complete sales and use tax desk audit reviews of businesses; submit findings and work papers to the Arizona Department of Revenue (ADOR) for processing and assessment; attend administrative hearings as necessary and provide documentation to support audit review findings; provide taxpayer assistance as requested and prepare monthly reports on progress of the project. As accepted by the Mayor and Council per the Council Minutes of July 9, 2024, and as requested by the City Budget and Finance Director (hereinafter referred to as “Director”).
2. In addition to those services identified in Paragraph 1 above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary for the full and effective performance of the tasks specifically referenced.
3. The Professional shall provide a sufficient number of qualified personnel to perform any and all services as required herein, including but not limited to inspections and the preparation of reports, as reasonably requested by representatives of the City.
4. The initial term of the Agreement shall be for a period of five (5) years, commencing July 10, 2024 to July 9, 2029.
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. 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.

7. 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

Albert Holler and Associates
18521 E Queen Creek Road #105-425
Queen Creek, AZ 85142
aholler@att.net

8. 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.
9. This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.
10. (A) The City shall pay to Professional a total sum of forty-two thousand dollars and no cents (\$42,000.00) per year for all services specified in Sections 1 and 2 of this Agreement.

(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 the parties shall mutually amend this Agreement in writing to specify the additional scope of services and remuneration for same.

(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. The fee shall be payable monthly at three thousand five hundred (\$3,500.00), no later than the fifteenth day of the month following the period during which the Services were performed.

11. 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.
12. This Agreement shall be construed under the laws of the State of Arizona.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. Subject to the limitations of A.R.S. § 34-226, 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.

19. 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.

20. (A) Changes in Services/work: The City, without invalidating the Contract, through a mutually agreed upon written amendment to this Agreement, may order additional/extra services/work from the Professional.

(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 amendment to this Professional Services Agreement as mutually agreed to by both parties.

(C) 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.

(D) 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.

21. 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.

21. 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.

22. 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.

23. 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.
24. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.
25. 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.
26. 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.

27. 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.
28. 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: 25th day of September, 2024

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.

Albert Holler and Associates

City of Prescott, a municipal corporation

Albert Holler

(Authorized Signature)

Philip R. Goode
Philip R. Goode, Mayor

By: Albert Holler

(Printed Name)

Title: Owner

Email: aholler@att.net

ATTEST:

Sarah M. Siep
Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

Joseph D. Young
Joseph D. Young, City Attorney



TO: MAYOR AND CITY COUNCIL
AGENDA: October 28 Voting Meeting
DATE: October 28, 2025
DEPT: Airport
ITEM #: 9.E
SUBJECT: Approval of Multiple Contracts for On-Call Design & Engineering Services at Prescott Regional Airport - Ernest A. Love Field as Follows: 1) City Contract No. 2026-130 with Dibble; and 2) City Contract No. 2026-131 with Mead & Hunt.

ITEM SUMMARY

This item is for the award of multiple professional service contracts for a term of three (3) years with the consideration of two (2) one-year extensions based on successful completion of work and mutual agreement. On-call contracts follow the same procurement process as other Requests for Statement of Qualifications (RSOQ). Having access to On-Call professional services improves project delivery timelines and efficiencies, improves customer service, and provides cost savings for the City. This professional services agreement will include architectural and engineering services on an "as-needed" basis relating to airport capital projects spanning FY25-FY28 that have been, or will be, identified as necessary for the Airport to meet the current and future regional air transportation needs of the citizens and community.

BACKGROUND

This on-call multi-project agreement approach is beneficial to the City of Prescott in ensuring continuity in the design of future projects by firms, familiar with the Airport and Federal Aviation Administration (FAA), Arizona Department of Transportation (ADOT), and industry standards. Approval of this contract does not automatically obligate the City to any of the projects listed in the contract document. Council will have the opportunity to review and approve each major project during the annual budget process and upon grant acceptance. As funding becomes available from various sources (FAA and ADOT grants), staff will negotiate a project-specific Authorization of Services contract for project design and/or management.

For this selection, the City published a Request for Statement of Qualifications (RSOQ) on August 17, 2025 and August 24, 2025. There was a well-attended non-mandatory pre-submittal conference on September 10, 2025, and on October 2, 2025 proposals were publicly opened. The City received bids from, Lochner, Dibble, Kimly-Horn, and Mead & Hunt. 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, Dibble and Mead & Hunt were selected. Award of these contracts is recommended and the City's standard contract will be used for these projects.

This specific RSOQ is for design and engineering services for an airport vehicle service road (VSR) within the existing airport property limits; rehabilitation, erosion control and security fence improvements associated with the airport's Southwest Ramp; and conceptual layout, site improvements and pavement design of the airport's future Northeast Ramp.

FINANCIAL IMPACT

The approval of this contract is not a guarantee of an award of work, or that costs will be incurred by the City. As funding becomes available from various sources (FAA, ADOT, City Capital), costs associated with the issuance of a task order (with work identified in the City's annual budget) may be permitted in an amount not to exceed \$675,000.00 per fiscal year.

RECOMMENDED ACTION

1) MOVE to approve City Contract No. 2026-130; and 2) MOVE to approve City Contract No. 2026-131

ATTACHMENTS

1. Contract 2026-130_Dibble
2. Contract 2026-131-Mead&Hunt



PROFESSIONAL SERVICES AGREEMENT/CONTRACT

Airport Design and Engineering On-Call Services

Contract No. 2026-130

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

WHEREAS, the City has solicited Requests for Qualifications in accordance with local and State Law; and

WHEREAS Dibble & Associates Consulting Engineers, Inc. (hereinafter referred to as “Professional”), has expertise in providing on-call Design and Engineering services.

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. SCOPE OF WORK

- A. That Professional shall provide the services to the City in relation to the on-call Design and Engineering Services as indicated in Exhibit “A” (Request for Statements of Qualifications, Statement/Proposal, and as indicated in the Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of October 28, 2025), and as requested by the City Airport Director (hereinafter referred to as “Director”).
- B. In addition to those services identified in Paragraph A above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph A, but necessary for the full and effective performance of the tasks specifically referenced.
- C. The Professional shall provide a sufficient number of qualified personnel to perform any and all services as required herein, including but not limited to inspections and the preparation of reports, as reasonably requested by representatives of the City.
- D. All services identified in Paragraphs A and B above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit “A”.

2. TERM OF AGREEMENT

The initial term of the Agreement shall be for a period of three (3) years, commencing on a fully executed contract. The Agreement 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 Professional.

3. COMPENSATION

- A. The City shall pay to Professional a total sum not to exceed of Six Hundred Seventy-Five Thousand and Zero Cents (\$675,000.00) per fiscal year for all services specified in the Professionals project schedule of this Agreement, as 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 this agreement/contract shall not relieve Professional of its obligation to complete the performance of all those services specified in the Scope of Work. Should the City request in writing additional services beyond that specified in the Scope of Work, 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.

4. CONTRACT CONDITIONS

4.1. TERMINATION

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.

4.2. INCORPORATION OF EXHIBITS

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.

4.3. CONFLICT OF INTEREST

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.

4.4. NOTIFICATIONS

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	Dibble & Associates Consulting Engineers, Inc.
201 N. Montezuma Street	3020 E. Camelback Road, Ste 201
Prescott, AZ 86301	Phoenix, Arizona 85016
contracts@prescott-az.gov	duane.dana@dibblecorp.com

4.5. INDEPENDENT CONTRACTOR STATUS

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.

4.6. ASSIGNMENT

This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.

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

4.8. INTELLECTUAL PROPERTY

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.

4.9. DISPUTE RESOLUTION

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

4.10. ATTORNEYS' FEES

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.

4.11. INTEGRATION AND AMENDMENT

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.

4.12. 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. 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.

4.13. INDEMNIFICATION

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.

4.14. MODIFICATIONS AND WAIVERS

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.

4.15. DISCREPANCY

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

4.16. NON-APPROPRIATION 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.

5. GENERAL PROVISIONS

5.1. CHANGES IN SERVICES/WORK

- A. 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.

5.2. PROFESSIONAL RESPONSIBILITY

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.

5.3. 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.

6. FEDERAL AND STATE LAWS

6.1. COMPLIANCE WITH RELEVANT LAWS

All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances. 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.

6.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Parties, with regard to the work performed by it after award and during their performance of this contract, will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran status, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment. The Parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Titles VI and VII of the Civil Rights Act of 1964; Sections 501, 503 and 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 Disabilities 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, 2009-09, as may be amended from time-to-time.

6.3. ARIZONA LAWS

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

6.4. 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.

6.5. 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.

6.6. FORCED 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:

- A. The forced labor of ethnic Uyghurs in the People’s Republic of China
- B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
- C. 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; and
- D. 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.

6.7. CODE OF FEDERAL REGULATIONS; MINORITY OWNED BUSINESSES

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

- A. 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.
- B. Affirmative steps shall include:
 - 1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
 - 2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.

3. 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.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

7. INSURANCE REQUIREMENTS

7.1. INSURANCE LIMIT 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

7.2. WORKERS' COMPENSATION

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.

7.3. ADDITIONAL INSURANCE REQUIREMENTS

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

- A. 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**

- B. 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.

7.4. 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.

7.5. 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.

7.6. 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.

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.

Company Name

City of Prescott, a municipal corporation:

AUTHORIZED SIGNATURE (FULL NAME)

AUTHORIZED SIGNATURE

Philip R. Goode, Mayor

DATE SIGNED

FULL NAME

TITLE

DATE SIGNED

EMAIL

ATTEST:

APPROVED AS TO FORM:

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Sarah M. Thornhill, City Clerk

Joseph D. Young, City Attorney

FULL NAME

FULL NAME

DATE SIGNED

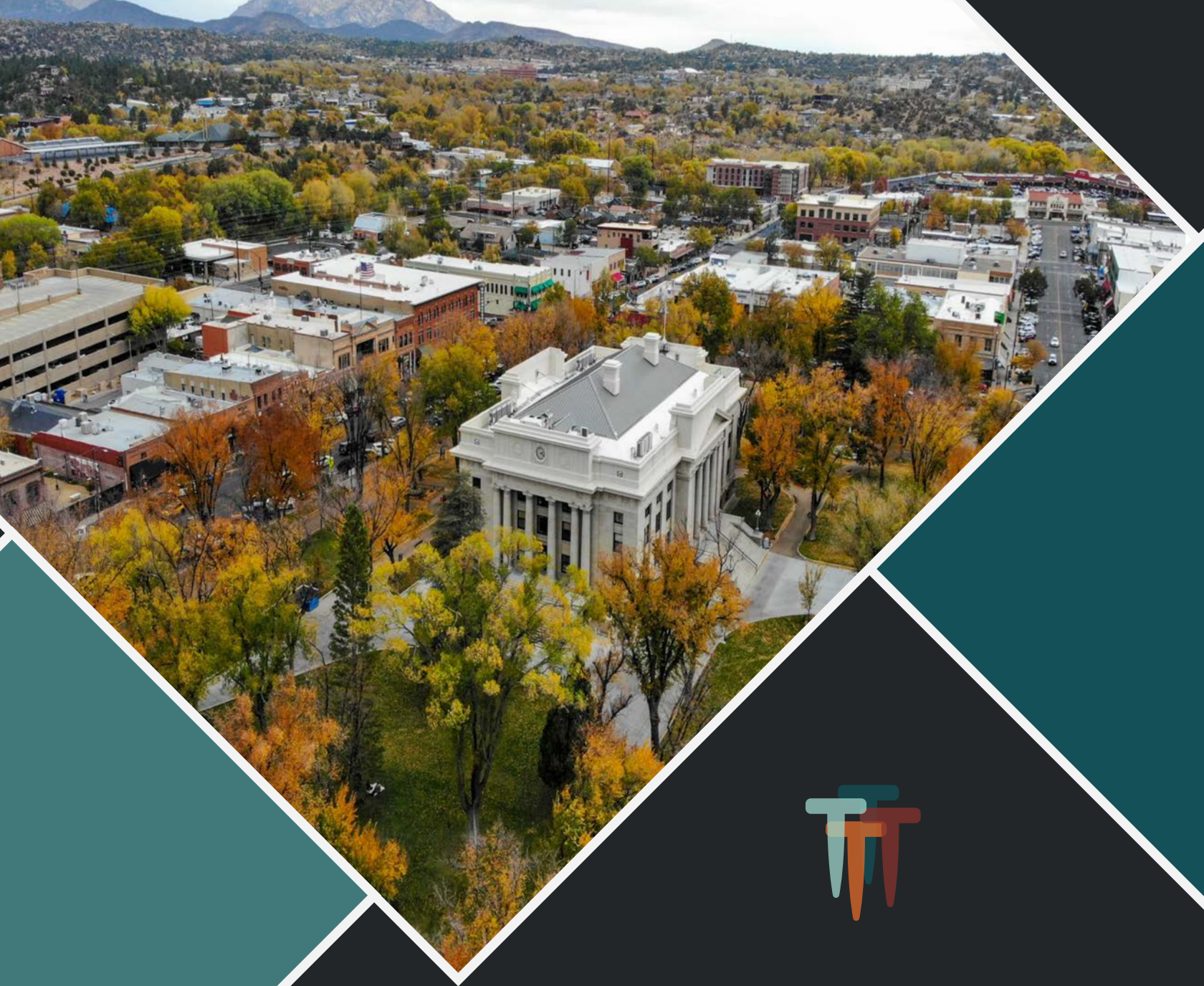
DATE SIGNED

Exhibits List

A - Dibble Response to Prescott Airport Design and Engineering On-Call Services

Exhibit A

Dibble Response to Prescott Airport Design and Engineering On-Call Services



CITY OF PRESCOTT

Prescott Regional Airport

AIRPORT DESIGN AND ENGINEERING ON-CALL SERVICES

OCTOBER 2, 2025

DIBBLE

October 2, 2025

Prescott City Council
201 N. Montezuma Street, 1st Floor
Prescott, AZ 86301

Re: Airport Design and Engineering On-Call Services

Dear Members of the Selection Committee,

The **City of Prescott (City)** and **Prescott Regional Airport (PRC or Airport)** are preparing for exciting challenges that are spurred by the continued prosperity of the local economy and the population growth in the vicinity of the Airport. The City recognizes that PRC is a vital asset in the City's ability to achieve those future opportunities. With this understanding, the City also recognizes the need to partner with an experienced and knowledgeable aviation consulting firm with a team of dedicated professionals that will provide the Airport the guidance and resources needed to achieve this goal. Employing more than 170 highly capable, talented team members, Dibble's broad market expertise affords it the ability to deliver superior engineering solutions, from concept to closeout. We want to continue our 15-year partnership for the projects listed in this request for statement of qualifications (RSOQ). Dibble and CHA have formed a partnership to provide PRC with a team that combines local knowledge, continuity, and best practices. Our team brings the following unique benefits to the City and PRC:

- > Currently serving as an extension of your team, Dibble brings deep experience, continuity, and a clear understanding of your vision to grow the Airport as a regional asset and economic engine. We support this through air service development, safety upgrades, and key infrastructure projects, including a new ARFF Building, Airport Traffic Control Tower, hangar expansion, and Runway 3R-21L extension. Our strong ties with PRC staff and familiarity with priorities like the Southwest Ramp, Northeast Ramp, and Vehicle Service Road design enable us to lead with efficiency and consistency.
- > No matter what task is assigned to us, we have the full-service team in place to partner with you on your projects, including environmental and land planning support, engineering, and construction administration/inspection services.
- > Our partnership with CHA will bring added strength and experience to our team. Our team includes Infernix, with a local presence in Prescott that will be available anytime for emergency support. We are committed to rapid mobilization, providing availability for emergency projects and short lead times (24-72 hours).
- > Our more than 50 years of experience in airport design and construction services has made us proficient in providing technically competent designs with a high level of quality and in successful integrating those designs into the airfield operations, and user coordination is absolutely critical.

Contact Information

Dibble & Associates Consulting Engineers, Inc., (dba Dibble)

Primary Office:
3020 E. Camelback Road, Ste 201
Phoenix, AZ 85016

Primary Contacts:
Duane Dana, PE,
duane.dana@dibblecorp.com

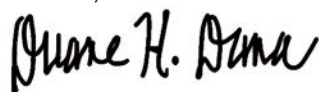
Ryan Toner, PE
ryan.toner@dibblecorp.com

Website: dibblecorp.com

We have the commitment of our firm principals **Greg Haggerty, PE; Susan Detwiler, PE; and Kevin Roberts, PE** to dedicate the necessary resources and personnel for the duration of this contract.

Thank you for the opportunity to present our qualifications. We look forward to the next step of demonstrating why Dibble is the best choice for this partnership. Our team is excited to continue working with the City and the Airport.

Sincerely,



Duane H. Dana, PE
Project Manager



Ryan Toner, PE
Project Principal



A. GENERAL INFORMATION

Since 1962, Dibble, an S-Corporation, has developed a reputation for delivering quality, timely, value-priced consulting services that exceed our clients' expectations. Dibble is organized into ten specialized practices strategically aligned to meet our clients' needs. This organization allows us to bring industry-leading expertise and experience in not just airport development but also transportation, water+wastewater, flood control, structural engineering, survey+GIS, infrastructure rehabilitation, land development, program management, and traffic engineering. As a multi-disciplinary firm, we focus on collaboration and supporting our clients with civil engineering disciplines that meet all of the needs for a contract, from underground utility improvements to major runway projects.

Dibble currently has six office locations in Arizona and Colorado, with more than 170 employees. Our Airport Development Practice portfolio includes planning, programming, design, and construction administration for airport development projects—both airside and landside—on airports large and small. We are well-versed in Airport Capital Improvement Programming, including Federal Aviation Administration (FAA) and Arizona Department of Transportation (ADOT) grant coordination, as well as Disadvantaged Business Enterprise (DBE) planning and programming; ensuring the most efficient and orderly planning for airport capital needs.

We acknowledge that we meet all requirements of this Request for Statement of Qualifications.

Arizona Licenses:

Dibble is registered with the Arizona Board of Technical Registration, No. 10035, to conduct civil engineering services in Arizona.

Duane Dana, PE, AZ No. 47425

Ryan Toner, PE, AZ No. 49015

Jim Cunningham, PE, AZ No. 28154

Jon Woods, PhD, PE, AZ No. 46583



AIRPORT
DEVELOPMENT



TRANSPORTATION



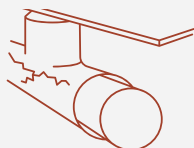
STRUCTURAL
ENGINEERING



FLOOD CONTROL



SURVEY + GIS



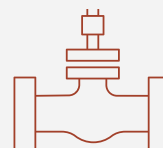
INFRASTRUCTURE
REHAB



PROGRAM
MANAGEMENT



TRAFFIC
ENGINEERING



WATER +
WASTEWATER



LAND DEVELOPMENT

B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM AND KEY PERSONNEL

Selecting the Dibble team means the City can count on the breadth and depth of experience that comes with an ongoing 15-year partnership with Prescott Regional Airport. We have successfully completed more than 65 projects during that time, and with our experience working at PRC and other airports, we have the tools necessary to deliver any type of project seamlessly and confidently. The following projects are representative of our project experience relevant to the three projects listed in this RSOQ.

Embry-Riddle Aeronautical University SAFE Complex at PRC



A national leader in aviation, aerospace and STEM, Embry-Riddle Aeronautical University (ERAU) provides flight training for the workforce of tomorrow and blazing trails in discovery and exploration. Dibble worked with ERAU on the Strategic Academic Flight Education (SAFE) Complex at PRC. This project included a new multi-purpose 20,000 square foot building, a new 30,000 square yard aircraft ramp that accommodates 44 aircraft for flight training, protective shelters, a new vehicle parking lot, and utilities and drainage. The Dibble team has provided important assistance to ERAU through planning, airspace analysis, environmental, and engineering services as they expand their operations at PRC and consider reorganizing their operations for better accessibility and efficiency. Our team prepared detailed construction plans, assisted in bidding, and provided construction phase services. The Dibble team also provided initial planning for the proposed development, completed FAA Form 7460, updated the Airport Layout Plan (ALP), and prepared the Categorical Exclusion (CATEX) required by the FAA. A portion of the off-site drainage improvements were paid for by an ADOT grant. The Dibble team worked with PRC staff to ensure the bid items were separated from the ERAU SAFE bid items to meet ADOT's grant requirements for reimbursement.

Reference: Parker Northrop, Flight Department Chair | 928-777-4305 | northrup@erau.edu

Relevancies To This Contract

- New development with 50,000 cubic yards of earthwork, similar to the earthwork at the Northeast Ramp project
- New 30,000 square yards of AC pavement ramp with extensive geotechnical evaluation and pavement analysis for multiple aircraft
- Extensive coordination with tenants and PRC staff to minimize impacts to operations during construction

Chandler Municipal Airport (CHD) - North Terminal Apron Rehabilitation



Dibble provided design, bidding and construction phase services for the rehabilitation of the North Terminal Apron. This federally funded project included more than 100,000 square yards of asphalt concrete paving, apron geometric design, new pavement markings, and drainage improvements. The drainage improvements provided new area catch basins and drainage channel stabilization to minimize ponding on the apron. Dibble designed the connector taxiways between Taxiway A and the Apron to meet FAA standards that disallow direct access from the Terminal Apron to Runway 4L-22R. Working with the project geotechnical engineer on an extensive geotechnical analysis, the boring log data led to the option of full depth reconstruction of the pavement. Dibble provided construction administration and inspection to support the City of Chandler for the construction phase.

Reference: Christopher Andres, Airport Planning Manager | 480-782-3543 | christopher.andres@chandleraz.gov

Relevancies To This Contract

- Extensive analysis of apron taxilane/taxiway intersection geometry utilizing FAA's standards
- New connector taxiways sited to meet FFA design requirements
- Bid package included an additive alternate to take advantage of additional FAA funding based on bids
- Optimized aircraft parking layout and ingress and egress
- Early and continuous coordination with tenants to minimize impacts and delays

PRC Security Upgrades and Vehicle Service Road Improvements

Dibble provided design, bid, and construction administration services for the replacement of PRC's existing airfield access control system for all motorized vehicular gates around the airport's perimeter. The vehicular gates provided access to the existing vehicle service road (VSR) at key locations around the airport. The VSR required rehabilitation and extension of its pavement limits to provide access to the newly installed vehicular gates. This project necessitated subgrade preparation and grading of the adjacent unpaved shoulders to achieve compliance with FAA design and construction standards. New FAA-compliant security fencing, wildlife deterrent barriers, cantilever gates and motors, remote access security card readers with keypads, and a new wireless communications system was installed for monitoring each airport access location.

Reference: John Kuebrich, Capital Projects Manager | 928-777-1114 | john.kuebrich@prescott-az.gov



Relevancies To This Contract

- Value engineering of the project to determine critical elements necessary to improve airport security, while meeting the project budget
- Significant coordination with the Airport and City departments during design and construction to ensure compatibility with existing systems
- First-hand knowledge of PRC's perimeter fencing and coordination with tenant and airport operations

Tucson Airport Authority – Tucson International Airport (TUS) ASE Program End-Around Taxiway and VSR Improvements

As a major teaming partner to another consultant, Dibble provided civil and vertical design, drainage analysis and design, and led the construction safety and phasing for the new End-Around Taxiway F, with supporting Taxiways A and D3 to help address the hot spot along Taxiway D at Runway 11L-29R, and realigning the VSR throughout the limits of the project. The new VSR traveled across an existing apron, new taxilane, and an unpaved infield to a new connection outside the new end-around taxiway improvements. The project also included the rehabilitation and expansion of the Arizona Air National Guard (AANG) F-16 Arm/Dearm Apron, relocations of various civil infrastructure and utilities, and the installation of a new cable Barrier Arrestor Kit (BAK 12-14) for the crosswind Runway 3-21. Dibble also provided construction phase support services in the form of weekly meeting attendance, responding to contractor inquiries, and providing on-site support when needed.

Reference: Victor Palma, Deputy Chief of Airfield Development | 520-573-8100 | vpalma@flytucson.com



Relevancies To This Contract

- Significant stakeholder coordination throughout design with major users and tenants to develop a sound phasing and safety plan, minimizing impacts to airfield operations and tenant access
- Constant partnership by our team during construction to address unforeseen issues quickly and cost effectively, as well as provide swift responses to urgent material submittals and requests for information (RFIs)
- High level of collaboration with the team to solve complex construction issues to minimize schedule delays during construction
- Coordination with the FAA, airport operations, and tenants for the new VSR alignment to provide access outside the movement area

USFS Tanker Base Improvements and Helipad at PRC

Dibble provided design, bid, and construction administration services for the reconstruction and expansion of the existing United States Forest Service (USFS) Tanker Base including three concrete aircraft parking bays, a small aircraft parking and refueling apron, new helipad, and a wireless fire slurry distribution system. The project was undertaken to meet updated geometry and aircraft standards, as well as to increase the fire-fighting capacity and capabilities of the USFS in the southwest region. Drainage improvements included newly graded infield areas, culverts and catch basins sized for fully loaded C-130 aircraft with minimal cover from existing conditions. The project was designed in eight weeks and constructed in three months with multiple funding sources, coming in on time and under budget.

Reference: Cindy Matthews, Forest Aviation Officer | 928-777-5620 | cindy.matthews@usda.gov



Relevancies To This Contract

- Significant coordination with USFS facility and staff to determine specialized needs
- Multiple concurrent agency grants requiring strict book-keeping and division of work
- Airspace considerations for helicopter parking areas
- In depth knowledge of the drainage patterns and infrastructure in the northeast area of the airport, adjacent to the new Northeast Ramp project area



Team's Experience and Capabilities

Dibble has assembled a team of highly qualified engineers and technical experts and key subconsultant partners with relevant expertise to create an integrated team to address all anticipated work tasks associated with this on-call contract. We partnered with CHA to enhance our relationship with PRC. In addition, to support the involvement of local Prescott firms, we included ETC for geotechnical design and quality testing, and Infernix to provide construction inspection. ETC and Infernix have local responsiveness and expertise with physical conditions at the City and Airport and will be available at a moments notice.



Dibble Team

The key personnel for the PRC On-Call projects constitute the core of the Dibble team. Recognized experts in aviation, their qualifications demonstrate a proven track record delivering a variety of technically complex airfield projects, including re-use/re-purposing projects, as well as greenfield and brownfield developments. The representative projects demonstrate the team members' experience working together on the comparable projects provided in this section.



DUANE DANA, PE

Project Manager/Client Manager

Education: BS, Civil Engineering, Arizona State University | AZ Registration: 47425

Duane has 23 years of diverse civil engineering experience providing design and construction management for airport projects across the state of Arizona. He is a contributing member of the Arizona Airports Association and Southwest Chapter of the American Association of Airport Executives. He has a deep relationship with FAA staff in the Phoenix ADO and ADOT Aeronautics Group. As Project Manager, Duane will be the primary point-of-contact with PRC. He believes that continual communication is key to success. He will make sure all parties are properly updated on project progress and

ensure project development stays on schedule with a focus on quality.

As Project Manager, he is actively involved with all phases of the project. During design, he oversees the preparation of construction plans, technical specifications, construction cost estimating, and design reports. During construction, Duane collaborates with the construction managers and addresses design-related questions associated with the bid documents. He is well-versed in applying the latest FAA design standards and is known in the industry for his attention to detail throughout the design process and his ability to partner with contractors that creates a finished product of which all parties can be proud. Duane has been an extension of PRC staff for the past eight years, working diligently on many projects, including the new terminal, USFS Tanker Base Expansion, Taxiway C Relocation and Hot Spot Mitigation, Runway 3R-21L Rehabilitation, Security Upgrades, to name a few. He has a comprehensive understanding and unparalleled knowledge of the PRC development program and will be an invaluable resource to the City and PRC in leading the Dibble team and helping the Airport execute their strategic vision.

Experience: **Prescott Regional Airport:** ERAU SAFE Complex, Security Upgrades, USFS Tanker Base Improvements and Helipad, Cutter Improvements, New Dual-Lane Taxiway, New Terminal Building, Runway 3L-21R Lighting and Signage, SAFE Off-Site Drainage, Taxiway F Realignment | **Chandler Municipal Airport:** North Terminal Apron, Taxiway B Extension, Hangar Area Pavement, Runway 4R-22L Rehabilitation, Safety Area Drainage | **Buckeye Municipal Airport:** Apron and Taxiway Reconstruction | **Durango-La Plata County Airport:** Taxiway A Safety Area Grading Design | **Tucson International Airport:** ASE Program End- Around Taxiway DBB1



RYAN TONER, PE

Project Principal

Education: BS, Civil Engineering, Northern Arizona University | AZ Registration: 49015

Ryan has 21 years of experience overseeing and managing various contracts and projects for airport clients. Deeply familiar with regional FAA policies, funding approaches, and personnel, Ryan is tremendously involved in the aviation industry and has become known as a partner to the FAA and airport sponsors to help plan and overcome significant challenges. With strengths in concept development and proactive, respectful stakeholder consensus-building, Ryan has helped advise and deliver some of the most

complex airfield projects at active airports in the Southwest, such as PHX, TUS, DVT, CHD, FFZ, and PRC. For this contract, he will guide and provide strategic and forward-looking solutions alongside PRC and City staff.

Experience: **Prescott Regional Airport:** USFS Tanker Base Improvements and Helipad, Taxiway C Relocation and Hot Spot Mitigation | **Glendale Regional Airport:** South Apron Reconstruction - Phase 1, South Apron Reconstruction - Phase 2, Taxiway A Rehabilitation And Realignment | **Chandler Municipal Airport:** Taxiway B Extension, North Terminal Apron | **Tucson International Airport:** ASE Program End- Around Taxiway DBB1 | **Buckeye Municipal Airport:** Security Upgrades, Apron and Taxiway Reconstruction Phase 2, Taxiway/South Apron Reconstruction Phase 2 | **Marana Regional Airport:** DBE Plan, Beacon Replacement, East Hangar Apron Reconstruction, AWOS Replacement

**CHARLIE MCDERMOTT, LEED AP**

Lead Planner

Education: AS, Mathematics and Science, Onodaga Community College | AS, Drafting Technology, Alfred State College

Charlie has 41 years of aviation consulting experience, with projects including planning, environmental, land acquisition, engineering, and construction at 119 airports in 18 states. He has spent his entire career helping sponsors across the country develop their airports. Charlie is our project manager for PRC's On-Call Planning and Environmental contract and led the planning and environmental effort for the Focused Planning Study related to the extension of Runway 3R-21L. He also led the land acquisition process

with the long-range plan for the airport, along with noise contour development, demand forecast update, airspace analysis, drainage master plan, DBE/ACDBE program, and environmental documentation for the SAFE Complex and Cutter Aviation.

Experience: **Prescott Regional Airport:** Runway 3R-21L Extension Focused Planning Study, DBE Performance Project Reports FFY22-24, Cutter Aviation Development | **Pueblo Memorial Airport:** Master Plan Update | **Durango-La Plata County Airport:** Terminal Area Plan | **La Junta Municipal Airport:** Master Plan Update | **Buckeye Municipal Airport:** Apron and Taxiway Reconstruction Phase 2 | **Chandler Municipal Airport:** Runway 4R-22L Rehabilitation, Taxiway B Improvements Phase 1, Taxiway C Lighting Improvements, Terminal Apron Rehabilitation

**JIM CUNNINGHAM, PE**

Construction Manager

Education: BS, Civil Engineering, University of Arizona | AZ Registration: 28154

Jim has more than 30 years of experience as a construction manager. He has a variety of experience in construction, design, aviation, and public works projects and is proficient with specifications, estimating, and contracts. Jim has extensive experience in pavement materials, pavement management, airfields, highways, and structures. Jim has been an indispensable team member, helping to deliver critical airfield infrastructure (e.g., runway, taxiway, apron improvements) for municipal, regional, and general aviation airports

across Arizona. He has provided construction management and inspection services for PRC on Taxiway C relocation, Runway 3L-21R lighting and signage, and PRC security upgrades. Jim is an avid pilot with a passion for aviation and helping airports achieve their potential.

Experience: **Prescott Regional Airport:** Taxiway C Relocation Phase 1 and Phase 2 | **Marana Regional Airport:** MIRL, PAPI, & Beacon Replacement | **Chandler Municipal Airport:** Taxiway C Rehabilitation | **Glendale Municipal Airport:** Taxiway A Rehab & Taxiways A4/A6 Realignment | **Pinal Airpark Airfield:** Runaway Shoulder Widening, RSA Grading and Drainage, and Electrical Improvements | **Durango La Plata County Airport:** Runway 3-21 Rehabilitation | **Northern Colorado Regional Airport:** New Terminal

**DAVID NORDEN, PE**

Lead Engineer

Education: BS, Civil Engineering, Iowa State University | Registration: NY 110393, UT 14228948-2202, AZ - Pending

David has six years of civil engineering experience and a proficient knowledge of airport development. His responsibilities include overseeing the design of projects, producing construction drawings, developing engineer's reports, and writing technical specifications with the use of the most current FAA and City standards. He has served as the lead airfield engineer on many commercial and general aviation projects, including taxiway rehabilitation and reconstruction, apron reconstruction, hangar development,

earthwork modeling, and drainage improvements. David will help guide the design team and ensure that projects are completed on time and of the highest quality.

Experience: **Tucson Airport Authority:** Prescott Regional Airport: Taxiway F Realignment, ARFF Design, North Ramp Reconstruction and Relocation, Hangar Development Program | **Tucson Airport Authority:** Alvernon and Aeronautical Way | **Chandler Municipal Airport:** Rehabilitate Hangar Area Pavement, Taxiway B Improvements | **Cottonwood Municipal Airport:** Runway 14/32 PAPI/REIL Upgrades, Runway 14/32 Guidance Signage Rehab, Segmented Circle & Primary Windsock | **Safford Regional Airport:** Hangar Infrastructure, Passenger Terminal | **Sedona Airport:** Runway 3-21 Strengthening Study | **San Manuel Airport:** Fence Relocation | **Marana Regional Airport:** Taxiway C Reconstruction



JON WOODS, PhD, PE

Structural Engineer

Education: PhD, Civil Engineering; MS Civil Engineering; BS, Civil Engineering, University of Arizona | AZ Registration: 46583

Jon has provided structural engineering and management services for 24 years. These services have covered all phases of design and construction, as well as special inspections and material testing for a wide range of projects. Jon specializes in providing the structural design for retaining walls for roads, and drainage structures.

Experience: **Prescott Regional Airport:** Ernest A. Love Statue Structural Design | **Pinal Airpark:** Building 59 Repair, Airfield Improvements Phase 1 | **Sedona Airport:** Master Plan, Airport Hangar Repairs, Terminal Building Structural Repairs | **Northern Colorado Regional Airport:** Apron Expansion and New Taxiway



JOSH PAPWORTH, PE, CFM

Drainage Engineer

Education: BS, Civil Engineering, Arizona State University | AZ Registration: 37878

Josh has 29 years of civil engineering experience, most of which is specifically related to drainage and flood control projects. His experience involves duties in 1D/2D hydrologic and hydraulic modeling; transportation and airfield drainage design; including final design of channelization, bank protection, storm drain, detention storage, and landside and airside airfield projects; regional and airfield master planning; and FEMA flood hazard mapping determination and compliance. Josh has developed an exceptional expertise in drainage design to FAA standards, including projects at PRC. He recently

worked on Taxiway C Relocation, the drainage master plan, and the ARFF/SRE Building.

Experience: **Prescott Regional Airport:** Taxiway C Relocation & Hot Spot Mitigation | **Glendale Regional Airport:** South Apron Reconstruction - Phase 1, South Apron Reconstruction - Phase 2 | **Harriet Alexander Field Airport:** Taxiway A Extension, New Fuel Farm | **Marana Regional Airport:** West Hangar Apron Rehabilitation | **Chandler Municipal Airport:** Drainage Improvement Design, Safety Area Drainage, Taxiway B Improvements Phase 1

CHA Team



MICHAEL DEVOY, PE

Technical Advisor

Education: BS, Civil Engineering and Land Survey, Purdue University | PE Registration: FL, GA, HI, IA, IL, IN, KS, KY, MI, NY, NC, OH, SC, TX, UT, VT, WI

Mike is CHA's Director of Aviation. His 35 years of aviation experience includes the design, bidding, civil site, drainage, geometric, pavement, nav aids, construction administration and construction inspection of airfield civil and electrical projects. These projects have ranged from pavement rehabilitations to new airports, from edge lighting systems to full instrument landing systems, and from large hub international airports to single runway general aviation facilities. Mike brings this wealth of experience not only to the projects he is directly

engaged in, but also understanding the resources needed for all of our client's programs. He works closely with clients to understand their specific needs and provide the most cost-effective solutions.

Experience: **Cincinnati/Northern Kentucky International Airport:** Apron Expansion and Hangar Development, North Apron Expansion, South Apron Expansion | **Frederick Douglass Greater Rochester International Airport:** North Terminal Pavement Rehabilitation | **Fort Wayne International Airport:** Terminal Apron Improvements | **Westchester County Airport:** Aircraft Parking Apron, Passenger Boarding Bridges, Taxiway A Development Program



NATHAN LIENHART, PE

Backup Project Manager

Education: BS, Civil Engineering, Tri-State University | PE Registration: AL, CA, HI, IL, IN, KY, MI, MO, OH, TN, TX, WI, Guam and Northern Mariana Islands

As both a principal engineer and a project team leader for CHA, Nathan works directly with the Aviation team's engineers, designers, planners, technicians, and construction services staff to conceptualize, plan, implement, and construct aviation development projects. Utilizing this experience Nathan will act as backup project manager to Duane for the duration of the contract. Nathan has over 20 years of experience in the aviation industry, spanning various types of development projects at airports ranging

in size from municipal/general aviation to regional and international airports, both domestic and global. He has experience developing construction documents and designs in accordance with FAA and ICAO standards. Nathan's primary responsibilities include budget and scope of work development for clients, implementation of project schedules and work plans, oversight of the technical design development, and administration of construction activities, including coordination with CHA's resident project representatives. Nathan's aviation experience spans various types of development projects at airports ranging in size from municipal/general aviation to regional and international airports, both domestic and global.

Experience: **Evansville Regional Airport:** Corporate Hangar | **Smith Field Airport:** Construct New T-Hangar Facility | **Fort Wayne-Allen County Airport Authority:** Taxiway Bravo Arm/Dearm Apron Expansion, Terminal Apron Improvements, SDI Hangar, Civil and Site Design, Sweet Aviation Hangar, Runway 14-32 Reconstruction | **Port of San Antonio Kelly Field:** Master Terminal Plan, Multi-Use Aviation Terminal Facility and Aircraft Hangar | **Indianapolis Airport Authority:** Cargo Apron Expansion



Prescott Regional Airport Terminal

Subconsultants

In selecting our team, we focused on partners with whom we have extensive working relationships or who have a proven ability to provide quality engineering services on schedule, positive reputations with our clients, and have specialized knowledge of the specifics of the potential on-call projects. We also focus on significant team involvement of Prescott-area firms, with two local subconsultants on our team, and commit to meaningful roles for these team members. Our subconsultants are listed in the table below.



CHA

Established in 1952, CHA is an innovative, full-service engineering, design, consulting, and program/

construction management firm providing a wide range of technology-enhanced design and planning services to public, private and institutional clients within seven major markets.

Their aviation team specializes in providing tailored services to their airport clients, all with the seamless ability to tap into the entire company's full resources. The multi-disciplined nature of CHA allows them to provide a broad range of expertise to their clients. Their commitment to maintaining this technical expertise allows CHA to drive project schedules resulting in reduced costs for our clients.

CHA's aviation solutions team is a significant part of their core business, with over 81 professionals focused on airport clients and aviation issues. They know and work closely with the FAA, Transportation Security Administration (TSA), and other agencies that impact airport planning, operations, and design. Their team understands how airport planning and development is different from other facilities and often focuses on safety, security, and efficiency. It is further driven by costs and funding strategies, with support for the airlines, tenants, and the public. Their aviation team specializes in providing tailored services to their airport clients, all with the seamless ability to tap into the entire company's full resources. The multi-disciplined nature of CHA allows them to provide a broad range of expertise to their clients. Their commitment to maintaining this technical expertise allows CHA to drive project schedules resulting in reduced costs for their clients. In fact, **nearly 65% of their aviation team's revenue is from multi-year on-call or as-needed term agreements with airport owners.** Their on-call clients include major air carrier airports and smaller single-runway general aviation airports serving a local community. This experience provides their clients with a deep aviation industry perspective that delivers value to their clients for their investment in airport infrastructure.



ETC

was founded in Prescott in 1981. They provide geotechnical consulting services to a full range of projects, from residential to commercial development, and public facilities and infrastructure

improvements. ETC maintains a local nationally accredited materials laboratory, and performs most field explorations with

their truck-mounted drill rig. With more than four decades of experience in the area they have an extensive knowledge of the unique soil conditions within the tri-city area, and other northern Arizona communities. Their experience and technical resources combine to produce cost-effective geotechnical engineering recommendations that take into account unique site-specific soil conditions and design requirements. Their highly experienced staff of ATTI- and ACI-certified field and laboratory soils technicians provide materials testing and special inspection services during the construction process to ensure the project is completed in accordance with the design and project documents.



CR ENGINEERS, INC.

For over 30 years, CRE has been serving the electrical engineering needs throughout the Southwest in the

aviation, public works, commercial, and industrial markets, and excelling at technically complicated and specialized projects such as the electrical design of aeronautical ground lighting (AGL) systems. CRE's AGL experience encompasses electrical airfield runway, taxiway, and apron lighting, airfield guidance signage, Automated Weather Observing Systems (AWOS), and other NAVAID systems. Over and above designing AGL systems for an airport, their experience includes designs for terminal buildings, hangars, perimeter fences and access gates, and airport parking facilities.



INFINEX

A local DBE/SBE firm focused on professional construction administration and inspection services. Infinex provides highly skilled and experienced construction administration and

inspection staff to ensure that engineering designs are accurately constructed to achieve the design life anticipated. They represent their clients' best interests with their strong knowledge of engineering standards, construction procedures and contract requirements, and are sensitive to schedule demands. Infinex has experience providing construction inspection services for a variety of infrastructure maintenance, rehabilitation and reconstruction projects.



THE GENESIS CONSULTING GROUP, LLC

Genesis is a certified DBE in the state of Arizona. The Genesis team consists of long-established aviation professionals that bring more than 50 years of experience in the service of commercial and general aviation airports. Genesis has been a partner to Dibble in over a dozen aviation projects over the last six years. Genesis, working as a trusted subconsultant, has developed Strategic Plans, Disadvantaged Business Enterprise Programs, Civil Rights Compliance Programs, General Aviation Minimum Standards Studies, and Rates and Charges Surveys for airports where Dibble is the prime provider of services.

C. PROPOSED PROJECT APPROACH

Dibble serves as the current on-call professional services provider at PRC, with a significant portfolio of past and ongoing work and a strong understanding of the airport’s operational needs, stakeholders, and regulatory environment. Their established relationships with PRC staff and familiarity with PRC’s priorities, including the Southwest Ramp reconstruction, Northeast Ramp development, and Vehicle Service Road concept design, position Dibble to lead the team with continuity and efficiency.

CHA joins the team as a subconsultant, bringing a robust track record in airport planning, concept design, and on-call engineering services at airports across the country. With over 2,000 employees and over 80 fully dedicated aviation professionals, CHA offers:

- **Concept Design:** CHA’s role will focus on concept development for identified projects, leveraging experience from master plans, terminal area plans, and stakeholder engagement at airports such as Cincinnati/Northern Kentucky International Airport (CVG), Indianapolis International Airport (IND), Blue Grass Airport (LEX), Kelly Field Airport (SKF) and others.
- **Peer and QC Reviews:** To address project quality and any workload concerns, CHA will provide independent peer reviews, quality control, and independent construction cost estimating, adding a layer of accountability and technical rigor.
- **Additional Resources:** CHA’s depth ensures PRC has access to specialized skills and surge capacity for urgent or complex assignments.

The Dibble/CHA team is structured to deliver:

- » **Integrated Project Delivery:** Dibble’s local leadership and CHA’s national expertise create a collaborative environment focused on communication, stakeholder engagement, and seamless integration of planning, design, and construction services.
- » **Quality and Innovation:** CHA’s track record for concept design and peer review, combined with Dibble’s operational knowledge, provides PRC with innovative solutions and robust quality assurance.

In summary, Dibble and CHA are teaming to provide PRC with a balanced, high-performing partnership, combining Dibble’s local experience and contract continuity with CHA’s depth of resources, concept design leadership, and fresh perspective. This approach ensures PRC’s capital improvement projects are delivered with excellence, responsiveness, and innovation.

Team Availability

Team Availability and Commitment	
Dibble	Percentage of Time
Duane Dana, PE Project Manager/ Client Manager	40%
Ryan Toner, PE Project Principal	10%
Charlie McDermott, LEED AP Lead Planner	20%
Jim Cunningham, PE Construction Manager	50%
David Norden, PE Lead Engineer	40%
Jon Woods, PhD, PE Structural Engineer	20%
Josh Papworth, PE Drainage Engineer	20%
CHA	Percentage of Time
Mike DeVoy, PE Technical Advisor	15%
Nathan Lienhart, PE Backup Project Manager	40%

Collaboration

Dibble is proud to have been your On-Call partner for the past 15 years, and over this period we have completed a wide range of projects as shown on the **Dibble PRC Experience graphic in the appendix**. As a result of this partnership, we know your vision for the airport, infrastructure, people, processes, and politics of Prescott. We played a key role in the Master Plan, so we know intimately the Airport’s future direction. We have assisted the Airport in identifying the logical sequencing of projects that will receive FAA/State grant support through the Airport Capital Improvement (ACIP) process. We have contributed in many conversations with Kyler Erhard (Acting FAA Manager - Phoenix ADO), Tim Morrison (FAA Lead Engineer - Phoenix ADO), Sean Larson (FAA Engineer - Phoenix ADO), Matthew Munden (ADOT Aeronautics Group Manager), Carmen Rose (ADOT State Airport Engineer), and other key FAA and ADOT staff to understand their vision for PRC. This relationship allows Dibble to assist in developing the best approach to help PRC in the most effective manner through each project in this On-Call contract.



D. VALUE ADDED KNOWLEDGE AND EXPERIENCE

The projects listed in this RSOQ are to be delivered on an aggressive schedule, in compliance with State and Federal grant requirements. It is with this understanding that we have diligently assembled an efficient yet comprehensive team with individuals that have historical knowledge of project successes, challenges, and lessons learned at PRC-knowledge that has been acquired over the course of several years.

Dibble will serve as the prime consultant, with subconsultants CHA, Inferix, CR Engineers, ETC, and Genesis rounding out our team. PRC benefits from having a team possessing decades of cumulative knowledge in understanding PRC concerns and expectations, operational constraints, and unique physical surface and subsurface characteristics at PRC. We have organized our team not only for efficiency, but with a project manager/backup project manager executive structure to ensure the three projects can be delivered concurrently and well-coordinated, high-quality, and prepared-for expedited bidding.

CHA's team has previously worked with PRC's Airport Director, Rick Crider, during his tenure at Port San Antonio, Gainesville, and Rickenbacker. This prior collaboration, particularly on concept design assignments, provides CHA with valuable insight into Rick's expectations and project delivery standards, further supporting the team's ability to deliver successful outcomes for PRC.

Dibble's project management approach focuses on project efficiency and established a clear division of responsibilities, accountabilities, and communication procedures. To that end, Dibble will develop and provide PRC with a Project Management Plan (PMP) for review and approval at the beginning of the project. The PMP will be developed in detail to identify how individual project scope elements, the design schedule and firm/individual responsibilities all come together

for successful completion of the three projects. The following information will be included, at a minimum within the PMP:

- **Project mission and goals**
- **Detailed project/task scope and description**
- **Firm/team roles and responsibilities**
- **Individual/staff classification assignments and completion dates**
- **Major task milestones**
- **Detailed project schedules (Microsoft Project) with defined critical paths**
- **Operating guidelines and design standards**
- **Internal and external communication plan**
- **Quality Control/Assurance Plan**

Duane, Nathan, and Jim will act as communication conduits to and from each other and their respective teams. This ensures that design and construction decisions and changes are thoroughly vetted and agreed to by senior project staff and communicated effectively and entirely throughout the respective organization.

Dibble's Airport Development group's project portfolio includes **programming, planning, design, bidding, and construction administration** for airport development projects, both **airside** and **landside**. Our team provides these services for a multitude of projects, including but not limited to pavement rehabilitation and reconstruction of runways and taxiways, runway extensions, apron reconfiguration, helicopter parking layout, runway obstruction evaluation, perimeter fencing, airfield electrical, fueling facility, and hangar improvements. Dibble's extensive experience on airport design and construction projects spans more than 50 years. Our comprehensive internal team of engineers and planners have successfully completed projects as part of multi-year programs and major contracts.

DIBBLE AIRPORT DESIGN AND CONSTRUCTION EXPERIENCE

PROJECT	PROJECT DESIGN	CONSTRUCTION MANAGEMENT	PAVEMENT	RUNWAY	APRONS	TAXIWAYS	DRAINAGE	GRANT FUNDING
PRC NEW TERMINAL	✈	✈	✈		✈	✈	✈	✈
PRC RW 3R-21L & TW C&D	✈	✈	✈	✈		✈	✈	✈
PRC TW C RELOCATION	✈	✈	✈		✈	✈	✈	✈
PHX NEW TERMINAL 4 S1 CONCOURSE	✈	✈	✈		✈	✈	✈	✈
PMGAA RW 12R & TW G	✈	✈	✈	✈		✈	✈	✈
PMGAA N. APRON RECONSTRUCTION	✈	✈	✈		✈	✈	✈	✈
DRO TERMINAL EXPANSION/MODERNIZATION	✈	✈	✈		✈		✈	✈
CUTTER AVIATION IMPROVEMENTS AT PRC	✈	✈	✈		✈	✈	✈	✈
CHD TAXIWAY C REHABILITATION	✈	✈	✈			✈	✈	✈
CHD TERMINAL NORTH APRON RECONSTRUCTION	✈	✈	✈		✈	✈	✈	✈

List of Projects Currently Under Contract With Other Agencies

PRC Taxiway F Realignment - Design and bid phase services	CHD Runway 4R/22L Rehabilitation CA - Post design services
PRC Hangar Development Phase 1 - Design and bid phase services	CHD Taxiway B Improvements CA - Post design services
PRC ARFF/SRE Building - Design services	P52 Runway 14/32 PAPI/REIL/Signage
PRC Runway 12/30 Electrical Improvements CA - Construction phase services	P52 Segmented Circle Relocation CA - Relocate existing segmented circle and primary windsock
CHD Hangar Area Pavement CA - Post design services	SAD Hangar Complex Infrastructure - Design services

Compliance with State and Federal Grants

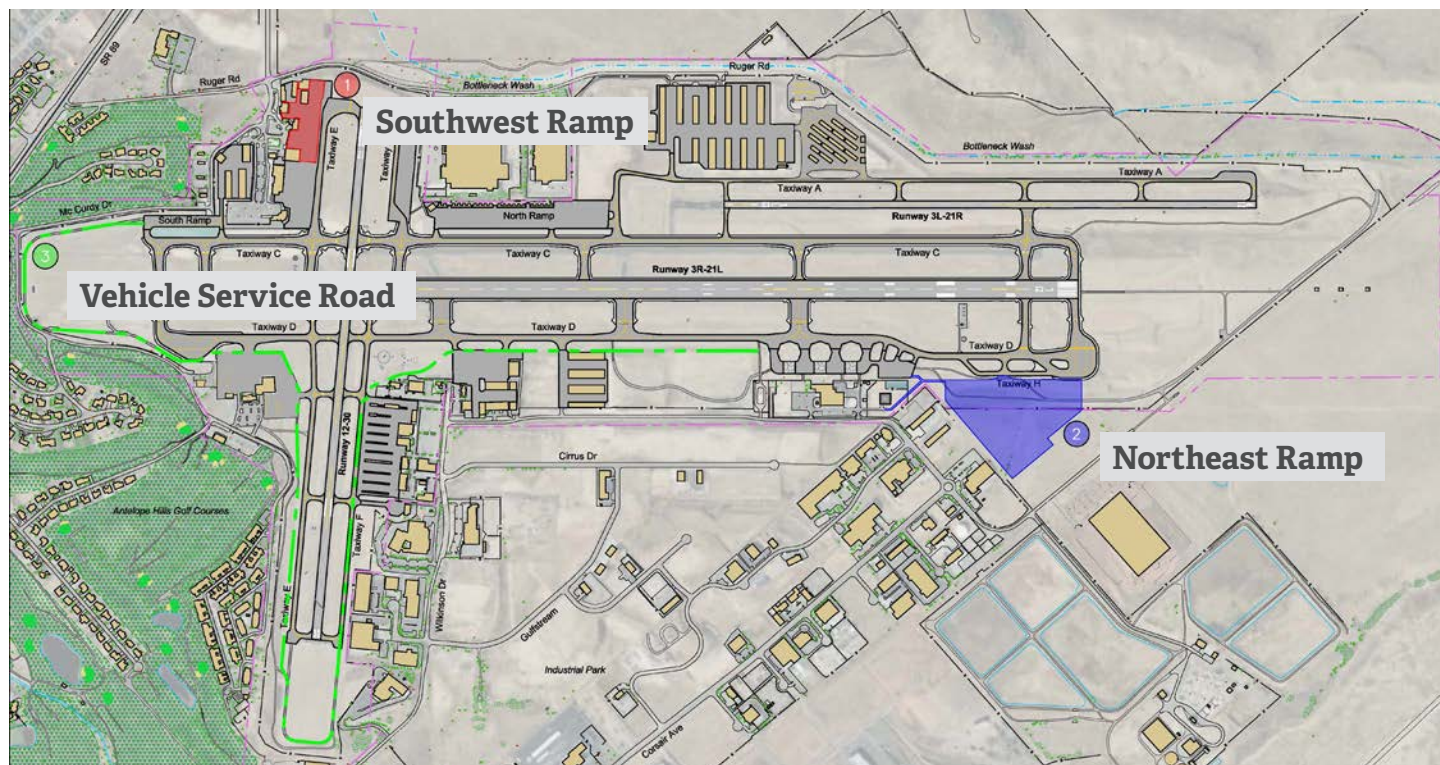
We are aware of and highly experienced with the grant application requirements and grant compliance criteria with the current FAA and ADOT process. We provide special services that are tailored to meet the needs of our Airport Sponsors. Understanding that PRC staff takes on the majority of the coordination with the FAA and ADOT for processing grants, our team is able and ready to assist in the day-to-day duties as needed by offering:

- Briefings and presentations on the latest in airport news, including changes to grant funding and Advisory Circular changes
- Grant management and organization for airport sponsors, such as setting up databases and organizing project files
- Development of grant expenditures and balance worksheets for Sponsor Grants and Finance Departments

- Seeking out unique consultants and/or contractors offering expertise for unique or extraordinary challenges
- Utilizing our comprehensive understanding of the City's near and long-term programs for PRC to advocate for FAA and ADOT funding
- Maintaining a full-service approach with a commitment of providing stability, continuity, and mentorship to new key staff at Prescott when they come on board
- Providing the most effective and cost-efficient team composition that ensures the appropriate skills and resources are available when needed to meet your requests and budget

The Dibble team will also assist the City in preparing and submitting the final required documents to successfully close the State and Federal grants in an expedited manner, such as the record drawings, final construction reports, project O&M Manuals, ALP update documents, DBE percentages versus goals and reporting, and coordination of the required grant closeout documents (i.e. final lien releases, full payment, etc).

PRC Improvements Program



Dibble's value-added expertise is demonstrated by our ability to present advanced project approaches to the Airport at an early stage. Our proven history with PRC establishes a strong foundation for this work program, allowing us to deliver a well-defined, results-driven methodology from the outset.

1. Southwest Ramp Reconstruction, Fencing, and Erosion Control (Design and Construct)

The Dibble team understands that schedule is the most critical element of this design. Selection and Notice to Proceed is expected to be November 2025 with an FAA requirement to open bids by May 1, 2026. The existing ramp has reached its useful life and needs to be reconstructed. It appears that the asphalt surfacing may be shrinking, but transverse crack spacing varies and is extreme (4 inches wide) in some areas. This project will include an extensive geotechnical evaluation of the subsurface by our local subconsultant, ETC, and special attention will be given to provide the most cost effective pavement sections to extend the pavement life.

The project consists of 139,000 square feet of pavement reconstruction. This allows for the pavement grades to be optimized to provide positive flows and reduce ponding. There are areas that require drainage improvements to provide positive drainage paths for stormwater flowing across the apron.

The project includes replacing segments of the perimeter fence with a new alignment and eight-foot-high chain link fence that is FAA approved. The Southwest Ramp project impacts multiple tenants. Open communication with tenants during design and construction, especially with the phasing plans and setting construction schedules and durations will be instrumental in the success of this project.

The Southwest Ramp is surrounded on the southwest by a steep grade with a maximum height of 20 feet. Our team will evaluate the most cost effective methods to mitigate the steep slopes and erosion control issues. Options to evaluate include, retaining walls, rip rap, shotcrete, or a combination of these types of erosion control and other creative options that are FAA approved.

2. Northeast Ramp Land Acquisition and Development (Design and Construct)

The Dibble team understands that PRC was awarded \$3.5 million from the State that is considered a warrant, and doesn't require grant assurances. Even though the requirements will be less restrictive than a project with grant funding, it is crucial that special attention is placed on maximizing the \$3.5 million in the best way for future development. The project area will include approximately 13 acres and a portion of the project area that will require acquiring land. The Dibble team assisted the City and PRC with land acquisition recently and understands the process.

This project requires an extension of the area drainage culvert. Extensive coordination with the City and Yavapai County is needed to provide the most effective design is provided to extend the drainage culvert while maximizing ramp space for future development.

The project includes a landside connection to Melville Road and an airside connection to Taxiway H and options to connect to the US Forest Service ramp for a heliport access. The Dibble team will conduct a detailed conceptual evaluation of the entire project site and provide alternatives to maximize the available funding, with the understanding that future grant funding will pay for the remaining phases.

3. Vehicle Service Road (VSR) 30% Concept Design

The Dibble team understands that the VSR 30% Concept Design project includes evaluating the current VSRs around the airport and establishing overall routing to provide non-movement access from Cutter Aviation to the Fuel Farm. This project will provide a conceptual plan that will be used by future development at the airport and will be required to include in their project improvements without entering the movement area. The design

will be required to follow FAA guidelines and advisory circulars so that future funding can meet federal assurances.

There are segments of the VSR that will require retaining walls because of the rolling terrain which need to follow FAA standards. A thorough evaluation of the grading, drainage, and utilities will be provided with the 30% concept design.

E. DEMONSTRATE DISADVANTAGE BUSINESS ENTERPRISE (DBE) GOOD FAITH INITIATIVE

One of Dibble's current six core values is "we have a responsibility to support involvement in the community and the profession." Dibble has a long history of teaming with DBE firms on aviation projects and has been instrumental in helping DBE firms get their start and later graduate from the DBE program. For this contract, we have three DBE firms on our team; CR Engineers, Genesis, and Infernix. These firms will have significant roles and assignments during the term of this contract. We will also look for other opportunities to bring on additional DBE firms if the need or opportunity arises.

Our commitment to working with DBE firms is evident by the fact that DBE participation under our current PRC Engineering On-Call contract is 12.9%.

In 2024, Genesis, as a subconsultant on the Dibble team, prepared the latest PRC DBE Plan for 2025 through 2027. The plan includes specific details for demonstrating good faith efforts and detailed plans on how to incorporate DBE involvement.

The Dibble team will work with PRC to encourage DBE participation on federally funded projects to demonstrate good faith efforts. This involves proactive steps beyond simply listing certified firms. These initiatives include a comprehensive outreach strategy, substantive assistance to DBEs, and supportive internal practices. The Dibble team will utilize best practices to encourage DBE participation by targeted solicitations, using directories, networking and matchmaking, providing adequate bidding time, and information access. PRC's DBE current program includes these best practices and requirements.

Federal Aviation Administration

Disadvantaged Business Enterprise Program

Prescott Regional Airport

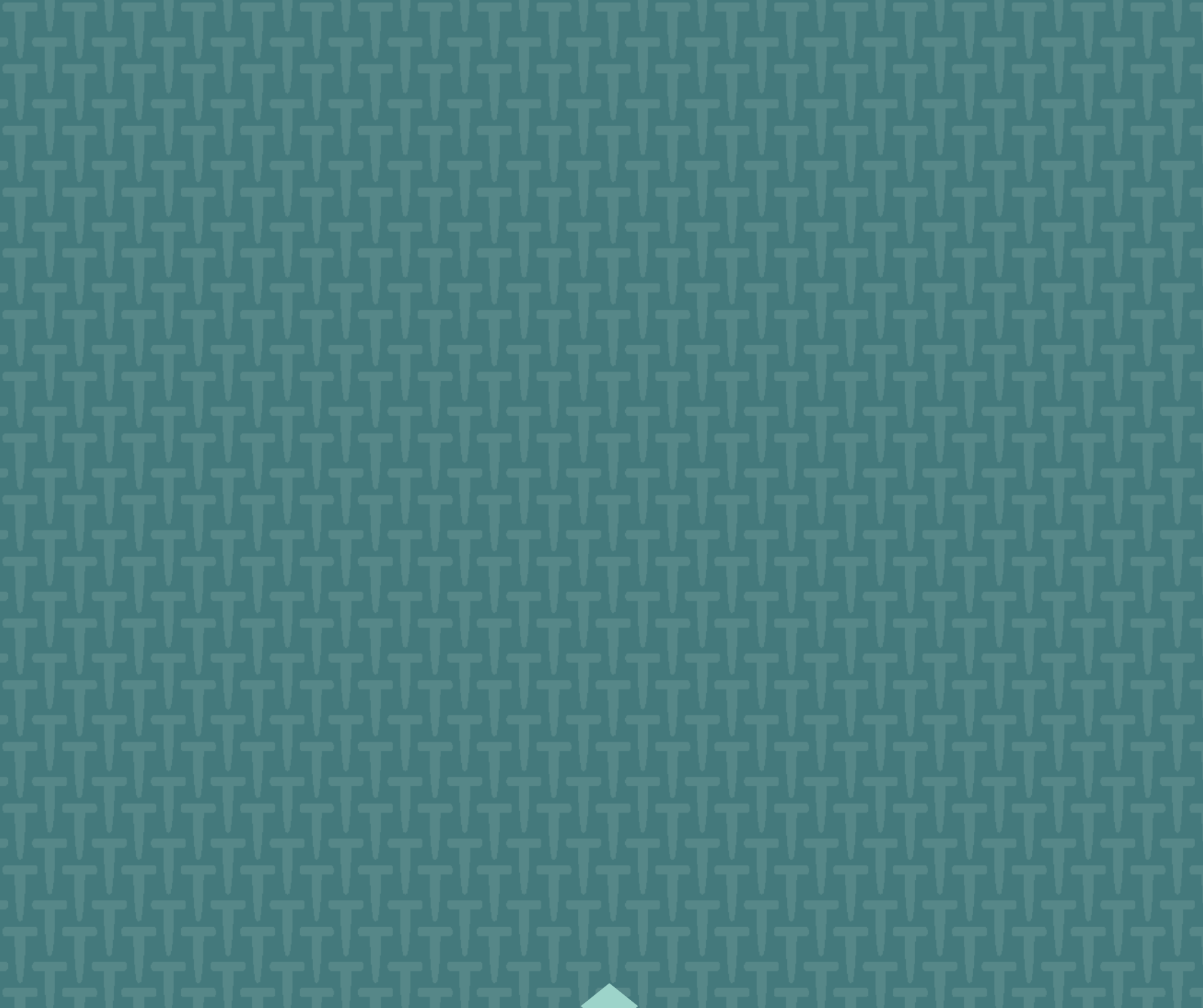
(PRC)



Prepared by: The Genesis Consulting Group, LLC

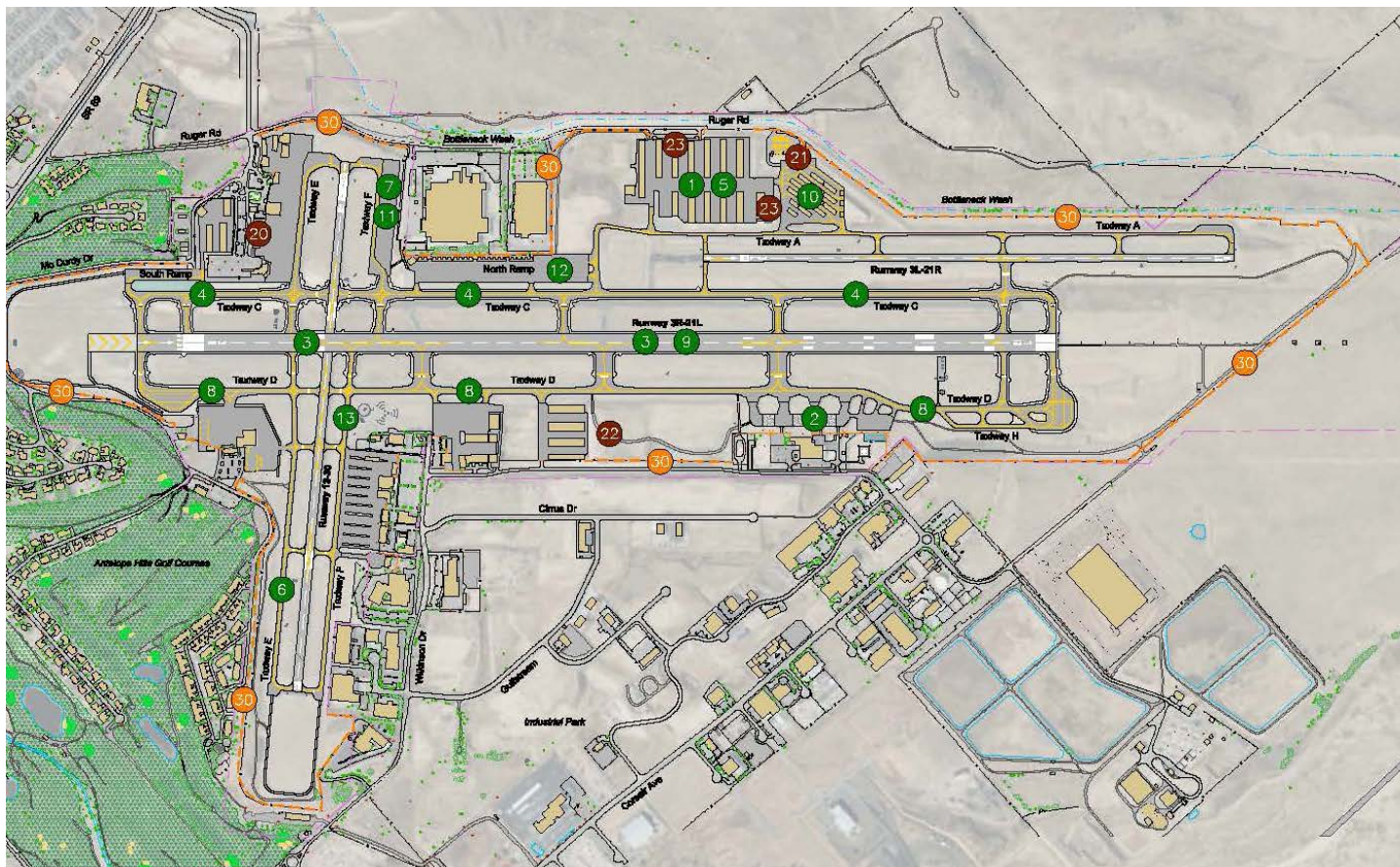
October 2024

Airport DBE Plan Experience	
Prescott Regional Airport	Bagdad Airport
Buckeye Municipal Airport	Sedona Regional Airport
Cottonwood Municipal Airport	Marana Regional Airport
Glendale Regional Airport	Pinal Airpark
Chandler Municipal Airport	San Manuel Airport
Safford Regional Airport	



APPENDIX

Project Experience at PRC



This table includes an abbreviated list of projects that highlight our Design and Construction Experience.

AIRFIELD PAVING

1. Bottleneck Hangars Pavement Rehabilitation 2014
2. US Forest Service Apron Reconstruction & Expansion
3. Runway 3R-21L Rehabilitation & Hot Spot 2 Mitigation 2018
4. Taxiway C Relocation Phase I, II & III
5. Bottleneck Hangars Pavement Rehabilitation 2023
6. Taxiway E Rehabilitation
7. West Ramp Rehabilitation
8. TW D Rehabilitation
9. Runway 3R-21L Rehabilitation 2023
10. ERAU SAFE Complex
11. West Ramp Reconstruction (Design Ongoing)
12. North Ramp Reconstruction (Design Ongoing)
13. Taxiway F Realignment (Design Ongoing)

STRUCTURES

20. New Terminal Building, Parking, and Access Road
21. ERAU SAFE Complex
22. ARFF, Ops, Maintenance, and SRE Building
23. Hangar Development Program - Phase 1

SECURITY

30. Security Upgrades



Purchasing Division

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

ADDENDUM NUMBER ONE**FOR THE****AIRPORT DESIGN AND ENGINEERING ON-CALL SERVICES****DATE OF ADDENDUM:** September 23, 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 by 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.

Requests for Information**Add: To section I. General Information A. Description of Work**

- **Southwest Ramp, Reconstruction, Fencing and Erosion Control (Design and Construct)**
 - 139,000 SF Pavement Reconstruction and Drainage Improvements
 - New 8' High Security Fence
 - Erosion Control Improvements
- **Northeast Ramp, Land Acquisition and Development**
 - Prescott Regional Airport was awarded \$3.5 Million from the State for this project.
 - Land Acquisition
 - Drainage Improvements
 - Aeronautical Use Development along Melville Road.
 - Approximate 13 Acre Shared Public Ramp.
 - Helipads
- **Vehicle Service Road 30% Concept Design (VSR)**
 - Evaluate the current VSRs
 - Establish Overall Routing / Location
 - Design to follow FAA Guidelines and Circulars

The projects listed above may be accomplished during a five-year period:

- Will need to work with existing Airport Tenants.
- The Northeast Ramp will require Drainage coordination with County and City.
- The VSR will require structural component for retaining wall and guardrail.

Change: Section II. C. Submittal Requirements – The SOQ shall be limited to no more than fifteen (15) pages.

- END -

City of Prescott Regional Airport


Rick Crider, Airport Director

9-24-25
Date

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

Dibble & Associates Consulting Engineers, Inc. (dba Dibble)
Company Name


Signature of Company Official

9.25.2025
Date





PROFESSIONAL SERVICES AGREEMENT/CONTRACT

Airport Design and Engineering On-Call Services

Contract No. 2026-131

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

WHEREAS, the City has solicited Requests for Qualifications in accordance with local and State Law; and

WHEREAS Mead & Hunt (hereinafter referred to as “Professional”), has expertise in providing On-Call Design and Engineering services.

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. SCOPE OF WORK

- A. That Professional shall provide the services to the City in relation to the On-Call Design and Engineering Services as indicated in Exhibit “A” (Request for Statements of Qualifications, Statement/Proposal, and as indicated in the Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of October 28, 2025), and as requested by the City Airport Director (hereinafter referred to as “Director”).
- B. In addition to those services identified in Paragraph A above, the Professional shall also perform all subordinate tasks not specifically referenced in Paragraph A, but necessary for the full and effective performance of the tasks specifically referenced.
- C. The Professional shall provide a sufficient number of qualified personnel to perform any and all services as required herein, including but not limited to inspections and the preparation of reports, as reasonably requested by representatives of the City.
- D. All services identified in Paragraphs A and B above shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's project schedule identified in the attached Exhibit “A”.

2. TERM OF AGREEMENT

The initial term of the Agreement shall be for a period of three (3) years, commencing on a fully executed contract. The Agreement 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 Professional.

3. COMPENSATION

- A. The City shall pay to Professional a total sum not to exceed of Six Hundred Seventy-Five Thousand Dollars and Zero Cents (\$675,000.00) per fiscal year for all services specified in the Professionals project schedule of this Agreement, as 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 this agreement/contract shall not relieve Professional of its obligation to complete the performance of all those services specified in the Scope of Work. Should the City request in writing additional services beyond that specified in the Scope of Work, 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.

4. CONTRACT CONDITIONS

4.1. TERMINATION

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.

4.2. INCORPORATION OF EXHIBITS

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.

4.3. CONFLICT OF INTEREST

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.

4.4. NOTIFICATIONS

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	Mead & Hunt
201 N. Montezuma Street	8800 E Raintree Drive, Ste 285
Prescott, AZ 86301	Scottsdale, Arizona 85260
contracts@prescott-az.gov	brad.mikulecky@meadhunt.com

4.5. INDEPENDENT CONTRACTOR STATUS

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.

4.6. ASSIGNMENT

This Agreement is non-assignable by the Professional unless by sub-contract, as approved in advance by the City.

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

4.8. INTELLECTUAL PROPERTY

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.

4.9. DISPUTE RESOLUTION

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

4.10. ATTORNEYS' FEES

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.

4.11. INTEGRATION AND AMENDMENT

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.

4.12. 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. 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.

4.13. INDEMNIFICATION

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.

4.14. MODIFICATIONS AND WAIVERS

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.

4.15. DISCREPANCY

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

4.16. NON-APPROPRIATION 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.

5. GENERAL PROVISIONS

5.1. CHANGES IN SERVICES/WORK

- A. 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.

5.2. PROFESSIONAL RESPONSIBILITY

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.

5.3. 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.

6. FEDERAL AND STATE LAWS

6.1. COMPLIANCE WITH RELEVANT LAWS

All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances. 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.

6.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Parties, with regard to the work performed by it after award and during their performance of this contract, will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran status, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment. The Parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Titles VI and VII of the Civil Rights Act of 1964; Sections 501, 503 and 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 Disabilities 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, 2009-09, as may be amended from time-to-time.

6.3. ARIZONA LAWS

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

6.4. 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.

6.5. 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.

6.6. FORCED 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:

- A. The forced labor of ethnic Uyghurs in the People’s Republic of China
- B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
- C. 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; and
- D. 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.

6.7. CODE OF FEDERAL REGULATIONS; MINORITY OWNED BUSINESSES

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

- A. 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.
- B. Affirmative steps shall include:
 - 1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
 - 2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.

3. 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.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

7. INSURANCE REQUIREMENTS

7.1. INSURANCE LIMIT 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

7.2. WORKERS' COMPENSATION

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.

7.3. ADDITIONAL INSURANCE REQUIREMENTS

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

- A. 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**

- B. 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.

7.4. 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.

7.5. 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.

7.6. 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.

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.

Company Name

City of Prescott, a municipal corporation:

AUTHORIZED SIGNATURE (FULL NAME)

AUTHORIZED SIGNATURE

Philip R. Goode, Mayor

DATE SIGNED

FULL NAME

TITLE

DATE SIGNED

EMAIL

ATTEST:

APPROVED AS TO FORM:

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

Sarah M. Thornhill, City Clerk

Joseph D. Young, City Attorney

FULL NAME

FULL NAME

DATE SIGNED

DATE SIGNED

Exhibits List

A - Mead & Hunt_Submission for Design and Engineering On-Call at PRC

Exhibit A

Mead & Hunt_Submission for Design and Engineering On-Call at PRC



Source: Google Earth, 2025

S001

Prescott Regional Airport Design and Engineering On-Call

October 2, 2025

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COVER LETTER



October 2, 2025

Richard Crider, A.A.E.
201 N. Montezuma Street
Suite 302
Prescott, Arizona 86301

Subject: Statement of Qualifications for Design and Engineering On-Call for Prescott Regional Airport

Dear Mr. Crider and Selection Committee Members,

Prescott Regional Airport (PRC) is a vital economic engine for the region, connecting Yavapai County to national aviation networks and supporting both business and tourism in northern Arizona. As a commercial service airport and one of the nation's top five busiest general aviation (GA) airports, PRC plays a key role in flight training, commercial service, and corporate aviation. Our Mead & Hunt team is enthusiastic about the opportunity to support the airport's infrastructure and contribute to its continued excellence for years to come.

Our Scottsdale, Arizona office, located in close proximity to PRC, is proud to be part of the aviation landscape in this region. Our commitment to client service and technical excellence has helped make Mead & Hunt one of the top aviation consulting firms in the country.

Mead & Hunt is a full-service aviation consulting firm that understands the challenges facing the City of Prescott as it develops the airfield. Our deep understanding of PRC's operations—including its role in supporting **United Airlines, Embry-Riddle Aeronautical University's flight training, and U.S. Forest Service firefighting operations**—positions us as the most qualified firm to provide airport engineering services. Our team is backed by a full-service aviation department specializing in airfield and landside engineering, environmental and sustainability services, drainage, architecture, planning, business and financial planning, and construction services, allowing us to deliver comprehensive solutions for PRC's development.

Prescott Regional Airport requires a team that is familiar with its unique operational mix and future growth potential. The projects proposed as part of the Request for Qualifications (RFQ) will allow PRC to continue its legacy as a cornerstone of aviation in Arizona. We have assembled a highly capable team with a proven track record: **TRACE Consulting, LLC (TRACE)** will be responsible for all survey efforts; **Certerra Western Technologies (Certerra)** will provide geotechnical investigation and material testing; **CR Engineers, Inc. (CRE)** will provide airfield electrical engineering; **Lyon Engineering (Lyon)** will support all drainage design; **Compass Rose Communications (Compass Rose)** will provide public outreach services; and **Coffman Associates (Coffman)** will provide environmental services.

Mead & Hunt is confident our team will deliver. This confidence is reflected in our Statement of Qualifications (SOQ) and summarized below:

- **Experienced and Dedicated Project Team** – Our Project Team is committed to delivering projects that exceed expectations through our dedication to serving PRC’s needs from inception to completion. We have been serving airports in Arizona for more than 10 years.
- **Extensive Relevant Project Experience** – We bring comprehensive understanding of the complexities and nuances associated with airport design, engineering, and construction. No other team in Arizona can match our experience and capabilities in the planning and design of a facility like yours.
- **Integrated Quality Management** – Our progressive quality control management program enhances product quality for our new and repeat clients. Mead & Hunt’s program is improvement-based and integrated into our corporate, client, project, and financial management procedures.
- **Successful Partnerships** – Our long-established working relationship has a high degree of credibility with Federal Aviation Administration (FAA) staff, particularly in the Western Pacific Region and the Arizona Airports District Office (ADO). The ability to support FAA interests in our clients’ projects is a well-recognized strength of Mead & Hunt.

The Mead & Hunt team looks forward to working with PRC to deliver future crucial airfield projects.

Sincerely,
Mead & Hunt, Inc.

A handwritten signature in black ink that reads 'Bradley Mikulecky'.

Brad Mikulecky, PE
Project Manager

A handwritten signature in black ink that reads 'Scott Van Gompel'.

Scott Van Gompel, PE
Team Lead/Project Executive

A | GENERAL INFORMATION

Corporate Profile

WHO WE ARE

Mead & Hunt is an employee-owned firm with more than 1,400 engineers, architects, scientists, planners, and support staff in offices nationwide. We have been serving clients in both the public and private sectors since our founding in 1900.

GROWING

Mead & Hunt is one of the fastest growing architectural, engineering, and planning firms in the nation. For several consecutive years, *Engineering News Record* has ranked Mead & Hunt as a top 500 A/E design firm and a "Top 25 in Airports" firm. In addition, Mead & Hunt received the prestigious American Association of Airport Executives' Corporate Cup of Excellence award. We were also ranked in the top 10 "Best civil engineering firms to work for" in the nation by *CE News* magazine.

RESPONSIVE

Effective and responsive service is what we provide. Strong two-way communication is imperative to the success of our projects. We place the utmost importance on listening to and understanding your needs; together, we determine the best possible solution. The depth of our staff allows us to complete many projects simultaneously and keep projects on schedule and budget.

EXPERIENCED

Our record of successful project execution and ability to provide continuity and quality-of-service is important to you. Our multidiscipline personnel are experienced professionals able to provide top-of-the-line architecture, engineering, and scientific solutions for your most challenging projects. Mead & Hunt's principals are highly qualified, dedicated and fully involved in providing experienced leadership in undertaking your projects.

Mead & Hunt is an employee-owned firm incorporated on November 30, 1949, in the State of Wisconsin. **Our principal office is located at 2440 Deming Way, Middleton, WI 53562.** Information for our president, secretary, and treasurer is as follows:

- **Amy Squitieri**, *President/COO*, 2440 Deming Way, Middleton, WI 53562
- **Berry Still**, *Secretary*, 878 South Lake Drive, Lexington, SC 29072
- **Jon Faucher**, *Treasurer*, 8800 East Raintree Drive, Suite 285, Scottsdale, AZ 85260

Firm/Individual	License/ Certification	License Number
Mead & Hunt	PE/ARCH	Scottsdale, AZ – 16989-2
Mead & Hunt, <i>Jeff Leonard</i>	PE	47846
Mead & Hunt, <i>Scott Van Gompel</i>	PE	55085
Mead & Hunt, <i>Brad Mikulecky</i>	PE	74185
Mead & Hunt, <i>Brian Loev</i>	PE	76247
TRACE, <i>Richard Anderson</i>	RLS	36559
Certerra, <i>Greg Burr</i>	PE	79669
CRE, <i>Catherine Alcom</i>	PE	36696
Lyon, <i>Brian Bucholtz</i>	PE	47997
Lyon, <i>Kevin Horton</i>	PE	43818

**EMPLOYEE-OWNED
ENGINEERING &
ARCHITECTURE FIRM**

**1400+
EMPLOYEES**

#9 
**TOP 25
AIRPORT
FIRM**
ENGINEERING NEWS RECORD

#82 
**TOP 500
DESIGN
FIRM**
ENGINEERING NEWS RECORD

 **OVER
400
AVIATION
PROFESSIONALS**

 **OF
THE
BEST
PLACES
TO WORK**
CE NEWS

B | EXPERIENCE AND QUALIFICATIONS OF THE FIRM AND KEY PERSONNEL

The Right Team for the Job

Mead & Hunt has an excellent track record of successfully collaborating with airport clients on engineering and planning projects. **Scott Van Gompel, PE** will serve as your Team Leader, responsible for all work performed by the project team. Over his 20+ year career, Scott has completed a wide variety of airfield and landside projects. **Brad Mikulecky, PE** will be the Project Manager for all projects. Brad has eight years of progressive design and construction experience. This team has worked together for nearly a decade, serving commercial service and GA airports throughout Arizona, providing PRC with a complete consultant team experienced in a wide variety of aviation engineering projects.

TEAMING PARTNERS



TRACE is a Phoenix-based, full-service civil engineering company specializing in traffic, roadway, aviation, construction management, and survey services. They have in-house capabilities to deliver complete, multi-disciplinary projects for both public and private sector clients. With hands-on involvement by the company's principals and experienced staff, they provide clients with the highest quality deliverables in a timely manner. **TRACE is a registered DBE firm, AZUTRACS #11201.**



Cerrterra has approximately 1,800 employees nationwide with over 160 based in Arizona. Their primary offices include Flagstaff, Tempe, and Tucson, which have provided services to airports throughout the State—57 of the 65 airports statewide. They have extensive experience at large, commercial passenger airports, including Grand Canyon National Park Airport, Flagstaff Pulliam Airport, Prescott Regional Airport, Phoenix Sky Harbor International Airport, Phoenix-Mesa Gateway Airport, and Tucson International Airport. Cerrterra's services include geotechnical and environmental engineering, construction materials testing and inspections, and nondestructive testing.



CRE is a woman-owned, Phoenix-based electrical engineering consulting firm with over 40 years of experience delivering high-quality, technically complex solutions across the Southwest. CRE is certified as an SBE/SBC with the City of Phoenix and a DBE through the Arizona Unified Certification Program. CRE specializes in electrical design for aviation, public works, commercial, and industrial projects, with a strong focus on aeronautical ground lighting (AGL) systems. The firm's portfolio also includes electrical infrastructure for terminal buildings, hangars, access control systems, perimeter fencing, and airport parking facilities. **CRE is a registered DBE firm, AZUTRACS #10211.**



Lyon is a Prescott-based Arizona corporation providing civil engineering and land surveying services throughout Northern Arizona. Lyon is registered with the Arizona Board of Technical Registration to offer civil engineering and land surveying services under firm registration number 11187. Their staff includes licensed civil engineers, registered land surveyors, project inspectors, technical specialists, and administrative personnel, bringing more than 39 years of combined experience in roadway, drainage, and utility design. All professional services are performed locally from Lyon's Prescott office, ensuring close coordination and rapid response for PRC. **Lyon is a registered SBC firm, AZUTRACS #10660.**



Compass Rose specializes in strategic outreach for airport and aviation projects, bridging the gap between complex technical information and clear, effective communication. Many airports lack outreach professionals with aviation expertise—Compass Rose fills that need. Their mission is to deliver strategic, well-executed outreach efforts that inform, engage, and drive results. **Compass Rose is a registered SBC firm, AZUTRACS #21283.**



Coffman is a specialized firm of 26 professional and technical staff members focused exclusively on airport planning and associated environmental and noise/land use studies. The firm's unique capabilities and extensive experience qualify Coffman to produce the most valuable airport planning and environmental documentation in the industry.

PROJECTS

Scottsdale Airport SCOTTSDALE, ARIZONA Vehicle Service Road Rehabilitation



SDL



This project was awarded as one base bid with two additive alternates due to available funding and involved rehabilitating over two miles of 12-foot-wide vehicle service road. The scope included pulverizing and compacting existing asphalt and base course, paving new asphalt concrete, and salvaging and placing crushed aggregate slope protection rock (CASPR) for slope stabilization. Additional improvements included constructing vehicle turnouts, reconstructing and relocating a 175-foot segment outside of the Runway Safety Area (RSA), and widening the paved entrance near the airfield access gate along Frank Lloyd Wright Boulevard to accommodate construction traffic for future projects.

Project Challenges and Successes:

- Due to limited space along the perimeter road, the project team coordinated with the Sponsor to reduce construction traffic in the work zone. Existing asphalt pavement was pulverized and compacted in place, followed by paving a new three-inch asphalt surface course. This approach significantly shortened the construction timeline and minimized disruption to airfield tenants.
- A 175-foot segment of the perimeter service road was realigned to remove it from the RSA during preliminary design. The project team coordinated with airport staff and performed a vehicle turning analysis to ensure maneuverability for fuel trucks and construction equipment. An adjacent airfield access gate previously required vehicles to swing into the infield to access it. A turnout area was constructed, allowing large construction vehicles to easily utilize the gate without entering the infield.

FEATURES

CONSTRUCTION: August 2023 – September 2023

COST: \$795,794.50

FUNDING: ADOT Aeronautics Grant

PROJECT TEAM:

- Team Lead – Scott Van Gompel
- PM/Engineer of Record – Brad Mikulecky
- Design Lead – Drew Seybold
- Construction Manager – Greg Mead
- Survey – TRACE (Subconsultant)
- Geotechnical/Material Testing – Certerra (Subconsultant)

CONTACT

Matt Johnson, *Director – Operations and Maintenance*

PHONE: 480-312-2674

EMAIL: mljohnson@scottsdaleaz.gov

Grand Canyon National Park Airport TUSAYAN, ARIZONA

Taxiway P and Apron Rehabilitation

GCN



This project included pavement rehabilitation of a 780-foot-long section of Taxiway A (Work Area 1) and the southernmost portion of the Aircraft Parking Apron (Work Area 2) totaling approximately 30,885 square yards, at a combined cost of \$1,331,146.28. Work Area 1, located in front of Taxiway A1 measured 6,500 square yards and involved removing three inches of existing asphalt, compacting the base, paving a new three-inch asphalt surface course, and applying pavement markings. Work Area 2 measured 24,385 square yards and included full-depth asphalt removal, base course preparation, construction of a catch basin concrete apron, placement of a 4.5-inch asphalt surface course, and new pavement markings.

Project Challenges and Successes:

- Construction for this project was completed concurrently with the Runway 3-21 Rehabilitation between July and August 2025. To ensure efficiency and cost-effectiveness, the project team collaborated with the Sponsor and ADOT Aeronautics to utilize the same contractor performing the runway work through the State of Arizona's Job-Order-Contract procurement method. This approach eliminated the need for additional airfield closures and avoided impacts to tenants beyond those already planned for the runway rehabilitation. The coordination effort streamlined construction sequencing and maximized resource utilization within the existing closure window.
- The project was initially scoped for full-depth reconstruction based solely on a pavement condition index (PCI) below 55. Due to budget constraints, the project team, in coordination with Certerra, conducted an evaluation of the existing pavement section, including a geotechnical investigation. The evaluation confirmed the existing pavement structure was sufficient to support the current aircraft fleet mix. Based on these findings, the scope was revised to a pavement rehabilitation project and was completed within the allocated project budget.

FEATURES

CONSTRUCTION: August 2025

COST: \$1,331,146.28

FUNDING: ADOT Aeronautics Grant

PROJECT TEAM:

- Team Lead – Scott Van Gompel
- PM/Engineer of Record – Brad Mikulecky
- Design Lead – Drew Seybold
- Construction Manager – Greg Mead
- Geotechnical/Material Testing – Certerra (Subconsultant)

CONTACT

Dave Reffner, Airport Manager

PHONE: 928-638-2446

EMAIL: dreffner@azdot.gov

SDL



The Delta Apron project consisted of the reconstruction of approximately 36,000 square yards of asphalt concrete apron pavement located on the southwest side of the airfield. The old apron pavement had exceeded its design life and was inadequate for supporting the heavier jet aircraft traffic—aircraft with a maximum takeoff weight (MTOW) of up to 100,000 pounds—that operate at the airport. The new pavement section consists of P-220 cement-treated soil base course, P-209 crushed aggregate base course, and P-401 hot mix asphalt surface course. Additional project features include removal of abandoned fire hydrant vaults, removal of existing utilities, relocation of a fiber optic duct bank, replacement of aircraft tie-down anchors, and new pavement markings.

Project Challenges and Successes:

- The first significant challenge of this project was designing a pavement surface capable of supporting future terminal and hangar construction at the north end of the project limits, without finalized building plans. The design team successfully addressed this by developing a surface that preserves existing drainage patterns and minimizes the need for future drainage improvements, ensuring the system remains balanced when the corporate hangars were constructed.
- The second major challenge of this project involved developing a pavement surface to accommodate a future corporate hangar at the south end of the project limits. To address this, the design and construction teams collaborated to revise the original surface design during construction, ensuring it would support the anticipated hangar development. This proactive redesign enabled the team to deliver a finished surface that met future requirements, contributing to the project's timely completion and cost efficiency.

Construction of the main apron was executed in three distinct phases throughout 2019. This phased approach was strategically developed to maintain tenant access to existing hangars, minimize disruption to aircraft tie-down operations, and preserve access to ramp parking and the self-serve fuel island. Phase 2, completed in 2020, involved the demolition of apron connector A2 at the south end and its reconstruction at a more central location on the ramp. Both Phase 1 and Phase 2 reached substantial completion in October 2020. The new apron connector and associated drainage improvements were designed and constructed within the original budget, with no additive change orders required.

FEATURES

CONSTRUCTION: January 2019 – June 2019

COST: \$2,243,217.00

FUNDING: FAA Grant

PROJECT TEAM:

- PM/Engineer of Record – Scott Van Gompel
- Design Lead – Drew Seybold, Brad Mikulecky
- Construction Manager – Drew Seybold
- Survey – TRACE (Subconsultant)
- Geotechnical/Material Testing – Certerra (Subconsultant)

CONTACT

Matt Johnson, *Director – Operations and Maintenance*

PHONE: 480-312-2674

EMAIL: mljohnson@scottsdaleaz.gov

SDL



The Transient Apron project consisted of the reconstruction of approximately 24,170 square yards of asphalt concrete apron pavement located on the west side of the airfield. The apron pavement had exceeded its design life and was inadequate for supporting the heavier jet aircraft traffic—aircraft with a maximum takeoff weight (MTOW) of up to 100,000 pounds—that operate at the airport. The new pavement section consists of P-220 cement-treated soil base course, P-209 crushed aggregate base course, and P-401 hot mix asphalt surface course. Additional project features include removal of concrete-encased duct bank, removal of apron lights, removal of electrical handholes, replacement of aircraft tie-down anchors, and new pavement markings.

Project Challenges and Successes:

- This project was completed concurrently with the construction of a 30,000-square-foot corporate hangar development. The Transient Apron, located directly adjacent to this development, required close coordination between the airfield design team and the architectural firm responsible for the hangar development to ensure proper site integration. Notably, the hangars were designed using the City Datum, while the airfield improvements adhered to the Airport Datum. This discrepancy necessitated regular cross-disciplinary coordination throughout the design and construction phases to ensure vertical alignment and elevation consistency across both projects.
- During construction, an unanticipated 1,360-square-yard section of cement-treated base (CTB) was encountered within the proposed pavement section that had not been identified during the initial geotechnical investigation. Upon discovery, the project team collaborated closely with the contractor to develop and implement a corrective strategy that addressed the discrepancy without compromising structural integrity or design intent. The resolution was executed efficiently, allowing the project to remain within the original FAA grant funding allocation.

FEATURES

CONSTRUCTION: October 2017 – May 2018

COST: \$1,086,468.07

FUNDING: FAA Grant

PROJECT TEAM:

- PM/Engineer of Record – Scott Van Gompel
- Design Lead – Drew Seybold, Brad Mikulecky
- Construction Manager – Drew Seybold
- Survey – TRACE (Subconsultant)

CONTACT

Matt Johnson, *Director – Operations and Maintenance*

PHONE: 480-312-2674

EMAIL: mljohnson@scottsdaleaz.gov

Laughlin/Bullhead International Airport BULLHEAD CITY, ARIZONA

Westside Runway Safety Area Grading and Drainage Improvements



IFP



The Westside RSA Grading and Drainage Improvements project was funded by an Arizona Department of Transportation (ADOT) Aeronautics design grant and was designed to reduce erosion during storm events that were cutting into the required 250-foot-wide RSA along the full length of Runway 16-34. The improvements were designed to reduce maintenance of the existing RSA and alleviate adverse impacts on downstream infrastructure including the airport perimeter road, perimeter security fence, drainage structures, and adjacent private properties. The project design team evaluated multiple drainage improvement alternatives from an erosion reduction, peak flow attenuation, and constructability perspective to develop cost-effective solutions. The project consisted of several improvements including:

- Using surplus onsite soil to construct embankments to extend the RSA
- Grading areas within the RSA to correct non-standard grades
- Grading to channelize and collect runoff at the top of the RSA slope to direct it toward controlled drainage ditches
- Construction of drainage structures including drop inlets, manholes, catch basins and installation of storm drain pipe
- Construction of detention basins to slow stormwater discharge downstream
- Construction of stabilized low flow crossings for the airport perimeter road

Project Challenges and Successes:

- During the design phase the environmental review process took longer than expected. Our design team condensed a three-month final design period into four weeks to meet a June 1st bids-in-hand deadline which resulted in the award of a 100 percent FAA-funded AIP grant.
- As part of the drainage design, Mead & Hunt discovered that one of the outfalls was on state-owned land. The project required a permanent drainage easement to place rip rap and outfall structures. The cost and time impact of the easement required the team to modify the drainage design to reduce the impact of offsite drainage to allow for a temporary construction easement. This allowed the project to remain within budget and be completed within the FAA grant deadline.

FEATURES

CONSTRUCTION: December 2021 – April 2022

COST: \$4,602,713

FUNDING: FAA Grant

PROJECT TEAM:

- PM – Drew Seybold
- Engineer of Record – Scott Van Gompel
- Design Support – Brad Mikulecky
- QA/Material Testing – Certerra (Subconsultant)

CONTACT

Jeremy Keating, *Former Airport Director,
Current Assistant Airport Director at Palm
Springs International Airport*

PHONE: 760-318-3849

EMAIL: Jeremy.Keating@palm Springsca.gov

ORGANIZATIONAL CHART

PROJECT TEAM

MH Mead & Hunt
TR TRACE Consulting (DBE)
WT Certerra Western Technologies
CR CR Engineers (DBE)
LE Lyon Engineering (SBE)
CC Compass Rose Communications (SBE)
CA Coffman Associates



Prescott Regional Airport

Richard Crider, AAE, Airport Director
 Christina Stapleton, ACE, Airport Services Manager
 John Kuebrich, Capital Projects Manager



PRINCIPAL-IN-CHARGE
MH | Jon Faucher, PE, PMP



TEAM LEAD/PROJECT EXECUTIVE
MH | Scott Van Gompel, PE



PROJECT MANAGER
MH | Brad Mikulecky, PE



**QUALITY ASSURANCE/
QUALITY CONTROL (QA/QC)**
MH | Jeff Leonard, PE

CONSTRUCTION MANAGEMENT SERVICES
MH | Greg Mead
MH | Brian Loev, PE, CCM
MH | Elle Emanuel, EIT

CIVIL ENGINEERING
MH | Drew Seybold
MH | Brian Loev, PE, CCM
MH | Elle Emanuel, EIT

DRAINAGE DESIGN
LE | Kevin Horton, PE, CFM
LE | Brian Bucholtz, PE, CFM

TOPOGRAPHICAL SURVEY
TR | Richard Andersen, RLS

GEOTECHNICAL ENGINEERING & MATERIAL TESTING
WT | Greg Burr, PE, RG

ELECTRICAL ENGINEERING
CR | Catherine Alcorn, PE

PUBLIC OUTREACH
CC | Sarah Richey-Ferrara, CM

ENVIRONMENTAL
CA | Judi Krauss, AICP

Name	Location	Firm	Location
Brad Mikulecky, PE	Scottsdale, Arizona	TRACE Consulting, LLC	Phoenix, Arizona
Scott Van Gompel, PE	Scottsdale, Arizona	Certerra Western Technologies	Prescott, Arizona
Jon Faucher, PE, PMP	Scottsdale, Arizona	CR Engineers Inc.	Phoenix, Arizona
Jeff Leonard, PE	Windsor, California	Lyon Engineering	Prescott, Arizona
Drew Seybold	Scottsdale, Arizona	Compass Rose Communications	Scottsdale, Arizona
Elle Emanuel, EIT	Scottsdale, Arizona	Coffman Associates	Scottsdale, Arizona
Greg Mead	Scottsdale, Arizona		
Brian Loev, PE, CCM	Scottsdale, Arizona		

Brad Mikulecky, PE

Project Manager

Brad Mikulecky has been the project manager for the Mead & Hunt's airfield engineering on-call services at the Scottsdale Airport, Grand Canyon National Park Airport, and Flagstaff Airport. In his eight years with Mead & Hunt, Brad has been a lead airfield engineer and/or project manager on over \$65 million of construction projects in the last five years. Brad actively works with the Sponsor and design team during the initial design phase through project completion.



During the design phase, Brad maintains open and proactive communication with the Sponsor to ensure that project elements of high importance to the airport are accurately captured. In parallel, he coordinates with the FAA and appropriate state agencies as required, keeping them informed of upcoming developments and ensuring alignment with regulatory agencies' expectations and funding requirements. Brad will then take that information and work with the internal project team to coordinate the high priority items, making sure to finalize them early in the design process. Brad has served as lead point-of-contact through construction projects, which has helped him build industry relationships and develop lessons learned that he incorporates into design projects to improve the constructability of bid documents.

PROJECTS

- Vehicle Service Road Rehabilitation, Scottsdale Airport – Scottsdale, AZ
- Taxiway P and Apron Rehabilitation, Grand Canyon National Park Airport – Tusayan, AZ
- Delta Apron Reconstruction, Scottsdale Airport – Scottsdale, AZ
- Transient Apron Reconstruction, Scottsdale Airport – Scottsdale, AZ
- Westside Runway Safety Area Grading and Drainage Improvements, Laughlin/Bullhead International Airport – Bullhead City, AZ

EDUCATION

- BS, Civil Engineering, University of Kansas

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) – Arizona

Scott Van Gompel, PE

Team Lead/Project Executive

Scott Van Gompel has more than 22 years of experience providing engineering and project management services at commercial and general aviation airports in the FAA's Western-Pacific Region of the United States. Scott has extensive experience in managing large, complex, multi-year airport capital improvement plans for both air carrier and general aviation airports.



His projects include FAA-funded projects and local municipality and privately funded developments at airports. Scott has designed and managed a wide variety of complex airport improvement projects, including runway, taxiway, and apron engineering; hangar facility planning studies and developments; roadway and parking lot engineering; drainage engineering; environmental studies; and airport planning.

He has successfully managed projects that involved significant FAA coordination including the development of FAA-approved Modification to Standards for alternative pavement rehabilitation methods, development and implementation of new approach/departure procedures for temporarily relocated runway thresholds, FAA Reimbursable Agreements for modifications to FAA approach lighting systems and Safety Management Systems.

PROJECTS

- Vehicle Service Road Rehabilitation, Scottsdale Airport – Scottsdale, AZ
- Taxiway P and Apron Rehabilitation, Grand Canyon National Park Airport – Tusayan, AZ
- Delta Apron Reconstruction, Scottsdale Airport – Scottsdale, AZ
- Transient Apron Reconstruction, Scottsdale Airport – Scottsdale, AZ
- Westside Runway Safety Area Grading and Drainage Improvements, Laughlin/Bullhead International Airport – Bullhead City, AZ

EDUCATION

- BS, Civil Engineering, University of Wisconsin – Milwaukee

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) – Arizona

C | PROPOSED PROJECT APPROACH

Mead & Hunt's Scottsdale, Arizona office team will be responsible for the delivery of your Projects. This team has been delivering FAA, Arizona Department of Transportation (ADOT), and Sponsor funded airport development projects in Arizona for more than 10 years. We have established strong working relationships with FAA and ADOT, through developing cost-effective design solutions and delivering exceptional projects that meet their standards. We distinguish ourselves through excellent communication, coordination, and cooperation. The proximity and experience that this team has will amplify our level of service and deliver onsite presence, making Mead & Hunt the ideal team to complete your project.

The team we present in this Statement of Qualifications (SOQ) is fully committed to providing 100 percent availability to take on and execute your upcoming project with the highest level of quality while also providing the ability to respond to any emergency requests that may arise. Each member brings dedicated expertise and is ready to contribute to the success of your upcoming project. Individual qualifications are detailed in personnel resumes beginning on page nine, and continued in the Appendices starting on page a.

To achieve the highest quality project outcomes, we have strategically tailored our team to align with the unique demands of PRC's upcoming ramp and vehicle service road projects. Each team member brings specialized expertise and a deep understanding of FAA design standards, with collective experience that spans a wide range of airport improvement projects. This depth of knowledge allows us to anticipate challenges, maintain strict quality control, and deliver results that meet or exceed expectations. The strength of our team lies in their collaborative approach and proven track record, with notable project experience is collectively presented on pages three through seven.

To maintain continuity while providing the proposed services, our team will implement clear communication protocols, centralized project management tools, and regularly scheduled coordination meetings. We will work closely with our subconsultants to ensure alignment of project goals, timelines, and quality standards. By fostering a collaborative environment and maintaining consistent points of contact we will ensure seamless integration of all team members and uninterrupted service delivery throughout the project.

WORKING RELATIONSHIP WITH FAA AND ADOT



ADOT

As part of any airport development, working with the various business lines of the FAA will be an instrumental part of bringing the project to a successful conclusion. Early, transparent and continued coordination with the FAA is key to a successful project. The Mead & Hunt team is well known and has established a strong working relationship with the FAA Phoenix Airports District Office (PHX ADO). Since the ADO office opened 10 years ago, our team has successfully completed more than 60 FAA and/or ADOT-funded projects. Many of our projects require close coordination with their staff including FAA ADO Acting Manager, Kyler Erhard, as well as Program Manager Tim Morrison.

Our past performance and familiarity with these members of the ADO will benefit PRC as we approach this project, by streamlining agency reviews and decision making. We will approach your projects with unmatched knowledge, familiarity and genuine enthusiasm to provide our consulting expertise to PRC. We look forward to the opportunity to build upon this and support PRC in transforming for the future. We will strive to maximize the safety and efficiency of the airfield, while achieving FAA compliance with sustainable design principles.

EMERGENCY REQUESTS

In the event of emergency conditions or high-priority tasks requiring project initiation within 24 to 72 hours, our project management team will activate a rapid response protocol to ensure immediate mobilization. Upon receiving an emergency request from City staff, Brad Mikulecky, the Project Manager, will initiate a same-day internal coordination call with key discipline leads to assess scope, resource availability, and immediate next steps. A designated coordinator, based on Project team availability of Scott Van Gompel, Brad Mikulecky, Drew Seybold, or Brian Loev, will be assigned to oversee the expedited planning and execution process. Simultaneously, the internal team will receive a project brief via email and Teams, outlining roles, timelines, and deliverables. The Project team's coordinator will initiate daily check-ins during the emergency response window to ensure progress transparency and issue resolution. This structured yet agile approach ensures that design and construction support services are delivered efficiently, even under compressed timelines to meet PRC's needs.

Our project team is very excited about this opportunity to work with you and help develop your Airports for the future. We are aware of the issues and concerns facing commercial service and GA airports and can provide you with realistic and feasible solutions.

Collaboration, clear communication, and excellent service are the key elements of our approach. One of the most important elements of our service is responsiveness. Of course, we are always available by phone, but often the best way to meet your needs is to get out to your Airports and view your concerns first-hand, or sit down and discuss issues face-to-face.

Mead & Hunt has the availability to make your projects our highest priority. We recognize the importance of having a dependable team that is not only responsive to PRC's needs, but is proactive in anticipating staffing requirements. Our team of engineers, planners, and data analysts are ready to begin work immediately. In addition to our designated project team members, we have several dozen civil and transportation planning and traffic engineering support staff members available to step in and support project efforts, as needed. The following chart lists our team member's current availability.

Name	Role	Availability
Jon Faucher	Principal-In-Charge	10%
Jeff Leonard	Quality Assurance/Quality Control	10%
Scott Van Gompel	Team Lead/Project Executive	50%
Brad Mikulecky	Project Manager	50%
Drew Seybold	Civil Engineering	65%
Greg Mead	Construction Management Services	65%
Brian Loev	Construction Management Services, Civil Engineering	50%
Elle Emmanuel	Construction Management Services, Civil Engineering	65%

D | VALUE ADDED KNOWLEDGE AND EXPERIENCE

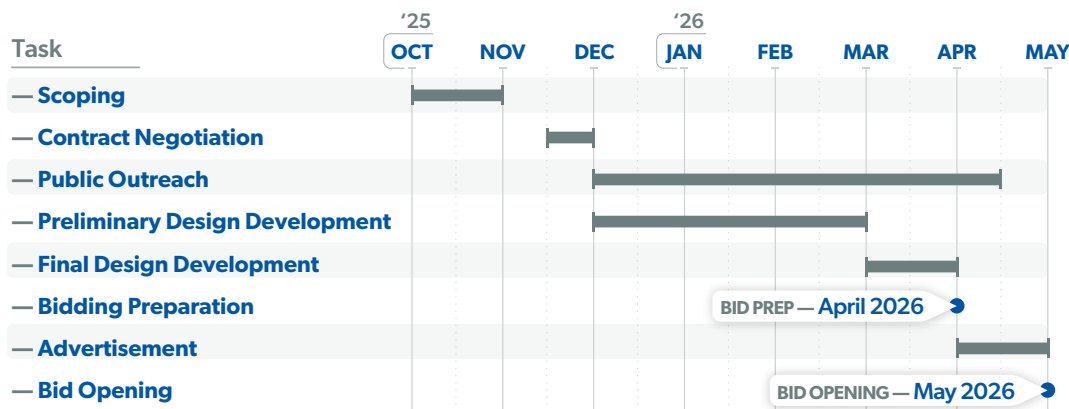
Project Location: Southwest Ramp

Proposed Services: Design + Construction

Design Phase

- This project will be completed under a fiscal year 2026 grant, with the initial proposed schedule shown below. Upon receiving award, Mead & Hunt will initiate contract development and negotiation with the Airport. Following execution, Mead & Hunt will engage subconsultants TRACE and Certerra to perform the geotechnical investigation and topographical survey. In parallel, Mead & Hunt will conduct a site investigation and pavement condition walk. These investigations will inform a data-driven preliminary pavement design, allowing the team to evaluate each pavement area for appropriate treatment—rehabilitation, reconstruction, or seal coat—based on structural integrity, surface distress, and lifecycle cost analysis. Mead & Hunt’s objective is to apply the most suitable engineering solution for each pavement section, delivering long-term performance and value for the Airport, rather than defaulting to quick fixes without full evaluation. Concurrently, Mead & Hunt will coordinate with local subconsultant Lyon to develop drainage and erosion control design for the project area, while protecting existing project site features (hydrants, buildings, fencing, etc.) and improving others (retaining walls, hills, fencing, etc.) as necessary. Upon approval of the preliminary design concept, the project team will work with Lyon to prepare final bid documents in March 2026 for public solicitation in April 2026. After contractor selection, Mead & Hunt will support Airport staff through construction administration and project construction.

Southwest Ramp High Level Schedule to meet Fiscal Year 2026 Grant Timeline



Phasing Approach

- During preliminary design, Mead & Hunt will lead planning meetings with Airport staff to assess phasing alternatives and potential impacts to tenants. This will be followed by public workshops facilitated by Compass Rose to gather tenant feedback. That input will be incorporated into the design and used to refine the phasing strategy to minimize operational disruption. Mead & Hunt will also incorporate lessons learned from previous Arizona airport projects, such as the Delta Apron Reconstruction project at the Scottsdale Airport. In that project, Mead & Hunt coordinated with the Sponsor and five tenants to minimize impacts on aircraft operations.

Construction Phase

- Following contractor selection, Mead & Hunt’s construction administration team—Greg Mead, Brian Loev, and Elle Emanuel—will support the Airport through mobilization, construction, and project closeout. The team will maintain a daily on-site presence to observe construction activities, coordinate directly with Airport staff, and swiftly address any unforeseen conditions or field adjustments. Their involvement supports real-time issue resolution, adherence to design intent, and continuity between design and construction phases. Upon completion of construction, Mead & Hunt will work closely with the Sponsor to complete all project closeout documentation, including final reporting, grant reconciliation, and submission of required deliverables to fulfill funding requirements. The team will prioritize timely and accurate closeout to facilitate efficient grant closure and regulatory satisfaction.

Project Location: Airport Vehicle Service Road

Proposed Services: Conceptual (30%) Design

Design Phase

- For the conceptual design of the Vehicle Service Road (VSR), the Project Team will focus on developing an alignment that maximizes functionality within the highly constrained project area. Given the significant grade drop near businesses on the north side of Runway 30, our team will evaluate the feasibility of a retaining wall to support safe and stable roadway construction. ARFF vehicle access is not required, allowing the design to prioritize operational efficiency for fuel trucks. A critical design objective is to ensure Cutter Aviation fuel trucks can access the fuel farm exclusively via the VSR, eliminating reliance on the adjacent taxiway, which currently causes delays and operational conflicts during peak aircraft movements. Our team will conduct a site investigation and topographic analysis to determine optimal horizontal and vertical alignment, balancing geometric constraints with safety and access requirements. Coordination with Airport Operations staff will guide design decisions to mitigate existing bottlenecks. The conceptual design will include preliminary grading, proposed pavement design alternatives, and turning templates to validate truck maneuverability. Utility impacts and drainage considerations will also be reviewed to support long-term constructability. The resulting concept will serve as a foundation for stakeholder review and refinement in subsequent design phases.
- Mead & Hunt will incorporate lessons learned from the Scottsdale Airport Vehicle Service Road Rehabilitation Project, which will directly inform the conceptual design approach at Prescott Regional Airport. In Scottsdale, limited space along the perimeter road required close coordination with the Sponsor to reduce construction traffic and streamline operations. By pulverizing and compacting existing asphalt and millings in place, followed by a new surface course, the team significantly shortened the construction timeline and minimized tenant disruption. These strategies will be evaluated for applicability at Prescott, particularly in confined areas near Runway 30 where space optimization is critical. Early coordination with Airport Operations and Cutter Aviation will help identify opportunities to reduce construction footprint and maintain uninterrupted fuel truck access.

Project Location: Northeast Ramp

Proposed Services: Land Acquisition, Design Development

- The Project Team will lead the development and conceptual design of the Northeast Ramp at Prescott Regional Airport, with land acquisition support services managed directly by the Airport. The ramp is intended to provide critical seasonal aircraft parking for the U.S. Forest Service—including DC-10s, MD-87s, Huey helicopters, and Sky Cranes—as well as overflow capacity for Cutter Aviation during peak operational periods. Our team will coordinate closely with Airport staff to integrate all drainage improvements associated with the Melville Road drainage project into the apron design. Based on initial guidance, the stormwater solution will follow the FedEx Facility model, incorporating a perimeter ditch and access road crossing to maintain drainage continuity across the site. Due to current funding constraints, the project will be phased into distinct bid packages, with Phase 1 focused on site grading to flatten the terrain and prepare for future development. The grading phase will include haul-off operations, with excess material stockpiled for use in the upcoming runway extension project. Mead & Hunt will develop a comprehensive cost estimate for the full build-out to support future funding applications and prioritization. Coordination with the planned Taxiway D extension and strengthening will be incorporated into the design to provide seamless airfield connectivity and operational efficiency. This phased and integrated approach will allow the Airport to maximize available funding while preparing the site for long-term operational needs.
- Mead & Hunt will apply key lessons learned from the IFP Westside RSA Grading and Drainage Improvements project to inform the grading and drainage strategy for the Northeast Ramp. On the IFP project, our team successfully utilized surplus onsite soil to construct embankments and correct non-standard grades within the RSA, which directly parallels the mass grading needs at PRC. We also implemented drainage solutions that channelized runoff at the top of slopes and directed it through controlled conveyances, including drop inlets, manholes, and detention basins—techniques that will be evaluated for integration into the Melville Road drainage tie-in. This prior experience equips our team to deliver a technically sound and constructible grading and drainage plan that supports long-term performance and will seamlessly connect the multi-phase development.

Projects Currently Under Contract with Other Government Agencies

Project Name	Project Location	Project Type	Project Details
Runway 3-21 Rehabilitation	Grand Canyon National Park Airport, Tusayan, AZ	Construction Management	Three-inch mill and overlay of runway, reconfiguration of Taxiway A / B, and Taxiway Redesignation.
Taxiway P & Apron Rehabilitation	Grand Canyon National Park Airport, Tusayan, AZ	Construction Management	Three-inch mill and overlay of 780-foot portion of Taxiway P and four-and-a-half-inch mill and overlay southernmost portion of apron.
Construct Exit Taxiways B2, B9, & B15	Scottsdale Airport, Scottsdale, AZ	Design	Construction of three new taxiway connectors.
Rehabilitate Gate 1 Taxilane & Bypass Taxilane	Scottsdale Airport, Scottsdale, AZ	Construction Management	Pavement rehabilitation of a 650 linear feet of taxilane pavement.
Aircraft and Vehicle Gate Improvements	Scottsdale Airport, Scottsdale, AZ	Construction Management	Improvements to six aircraft gates and three vehicle gates.
Taxiway A Rehabilitation	Laughlin/Bullhead International Airport, Bullhead City, AZ	Construction Management	Five-inch mill and overlay of Taxiway A, including electrical, drainage, and infield improvements.
Air Traffic Control Tower (ATCT) Improvements	Laughlin/Bullhead International Airport, Bullhead City, AZ	Construction Management	Repair and renovation of ATCT interior, mechanical systems, plumbing, and site improvements.
Aircraft T-Hangar	Laughlin/Bullhead International Airport, Bullhead City, AZ	Design	Design and construction of 10 nested aircraft T-hangars.
Airfield Safety Enhancements Program Design-Bid-Build Package 3	Tucson International Airport, Tucson, AZ	Design	Design of the aircraft arresting systems.

E | DEMONSTRATE DISADVANTAGE BUSINESS ENTERPRISE (DBE) GOOD FAITH INITIATIVE

Mead & Hunt is fully committed to meeting all Disadvantaged Business Enterprise (DBE) requirements and actively fostering meaningful partnerships with DBE and Small Business Enterprise (SBE) firms. We have a structured process for identifying and integrating qualified firms into our teams, and we consistently seek opportunities to collaborate across projects of all sizes. Mead & Hunt will be bringing on TRACE Consulting and Compass Rose Communications as our DBE partners. We have worked with TRACE Consulting for 10 years, and they have extensive experience working on airports in Arizona. Compass Rose Communications is owned by Sarah Richey-Ferrara, who has worked on public outreach in the aviation industry for over 10 years. These firms bring valuable Arizona airport knowledge and specialized expertise that enhance our project delivery and public involvement efforts.

Mead & Hunt maintains full compliance with Davis-Bacon requirements on federally funded projects through a structured Certified Payroll Review (CPR) process. Our experienced compliance team has been performing CPR for over seven years and is well-versed in federal labor standards and documentation protocols. Prior to construction, we conduct a pre-activity meeting with the prime contractor and all subcontractors to clearly outline CPR expectations and reporting procedures. Throughout the project, our team works closely with contractors to review payroll submissions, verify wage classifications, and resolve discrepancies before closeout. After construction is complete, we require the contractor to submit a DBE Utilization Report form detailing billings to both DBE and non-DBE firms. This documentation is retained for end-of-year reporting and ensures transparency and accountability in meeting federal participation goals. Our goal is to support the Sponsor with a smooth and compliant payroll process that meets all federal funding obligations.





Jon Faucher, PE, PMP

Principal-In-Charge

With more than 32 years of experience in project and program management, planning, design, and construction administration at growing GA airports to major hubs, Jon Faucher is one of our most knowledgeable aviation staff members. Serving as Mead & Hunt's National Aviation Services Group Leader, with overall responsibility for services performed from the Caribbean to the Western Pacific Islands, Jon applies his expertise to airports across the nation, typically serving in the Principal-In-Charge role. Jon's experience coordinating with airport sponsors and the FAA makes for a seamless program and grant management process, leading to comprehensive and flexible capital plans. He applies this expertise to the preparation and management of strategic planning efforts to position airports for increased revenue to enhance funding sources. He has served as the program manager or quality assurance manager for some of our most complex projects that require coordination with multiple agencies and stakeholders.



As a member of Mead & Hunt's Board of Directors over the last 12 years, Jon strategically guides corporate decisions in the interest of thriving, diverse employees and clients and sustainable, resilient operations. As the Principal-In-Charge for your projects, Jon will see that appropriate staff and resources are available to meet project schedules and budgets.

PROJECTS

- As-Needed Professional Services, Tucson Airport Authority – Tucson, AZ
- On-Call Airport Engineering Services, San Luis Obispo County Airport – San Luis Obispo, CA
- On-Call Airport Engineering and Architectural Services, Grand Canyon National Park Airport – Tusayan, AZ
- On-Call Airport Engineering Services, Laughlin/Bullhead International Airport – Bullhead City, AZ
- On-Call Airport Engineering Services, Scottsdale Airport – Scottsdale, AZ

EDUCATION

- BS, Construction Administration, University of Wisconsin

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) – Wisconsin
- Project Management Professional (PMP)



Jeff Leonard, PE

QA/QC

Jeff Leonard oversees many of Mead & Hunt's most challenging projects and programs, especially when dealing with multi-phased, multi-year timelines. His responsibilities include overseeing the southwest aviation business unit planning and engineering departments. He provides close coordination with clients, the FAA, public utility agencies, contractors, and airport users.



Jeff has extensive experience in developing airport capital improvement programs for both federal and local funding programs. Through close collaboration with the client and the FAA, he helps prioritize projects that align infrastructure improvement needs with available funding.

Jeff has more than 22 years of experience with complex aviation projects at military, air carrier, and GA airports. He is proficient in the design and construction administration of both airside and landside improvements, including hangars; runway, taxiway, and access road construction and rehabilitation; electrical and NAVAID projects; and aircraft wash racks. His experience varies from small fast-track projects to large-scale projects with multiple contracts and multiple contractors on-site working together.

PROJECTS

- As-Needed Professional Services, Tucson Airport Authority – Tucson, AZ
- On-Call Airport Engineering Services, San Luis Obispo County Airport – San Luis Obispo, CA
- On-Call Airport Engineering and Architectural Services, Grand Canyon National Park Airport – Tusayan, AZ
- On-Call Airport Engineering Services, Laughlin/Bullhead International Airport – Bullhead City, AZ
- On-Call Airport Engineering Services, Scottsdale Airport – Scottsdale, AZ

EDUCATION

- BS, Civil and Environmental Engineering with Construction Management Emphasis, University of Wisconsin – Madison

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) – Arizona, California, Hawaii, and Nevada

Drew Seybold**Civil Engineering**

Drew Seybold brings over 16 years of extensive experience in project management, design engineering, and construction administration across the aviation, transportation, and land development markets with a unique specialization in aviation engineering. Drew is well-versed in current municipal, county, state, and federal design guidelines and specifications, with experience leading design, construction administration, and QC efforts for airside and landside airport infrastructure and development projects. He knows the Arizona and California aviation industry well, having worked on recent runway, taxiway, and apron rehabilitation and reconstruction projects at Laughlin-Bullhead International Airport (IFP), Scottsdale Airport (SDL), Grand Canyon National Park Airport (GCN), Tucson International Airport (TUS), Santa Barbara Municipal Airport (SBA), San Luis Obispo County Regional Airport (SBP), Palm Springs International Airport (PSP), Phoenix Sky Harbor International Airport (PHX), and Yuma International Airport (NYL).



In addition, Drew serves on Mead & Hunt's Corporate Quality Committee, which defines the processes and responsibilities required to see that all engineering and construction services and deliverables meet or exceed client expectations, regulatory requirements, and industry standards.

PROJECTS

- Vehicle Service Road Rehabilitation, Scottsdale Airport – Scottsdale, AZ
- Taxiway P and Apron Rehabilitation, Grand Canyon National Park Airport – Tusayan, AZ
- Delta Apron Reconstruction, Scottsdale Airport – Scottsdale, AZ
- Transient Apron Reconstruction, Scottsdale Airport – Scottsdale, AZ
- Westside Runway Safety Area Grading and Drainage Improvements, Laughlin/Bullhead International Airport – Bullhead City, AZ

EDUCATION

- BS, Civil Engineering, Arizona State University

Elle Emanuel, EIT**Construction Management Services & Civil Engineering**

Elle Emanuel is a civil engineer with five years of overall engineering experience, including two years specializing in aviation planning and design. Her responsibilities include preparing airfield planning exhibits, developing plan sets, and supporting construction observation. Elle's skill set spans grading and drainage design, airfield pavement analysis using FAARFIELD, technical writing, and DOT and FAA regulatory compliance. Her experience extends across preliminary through final design phases, as well as construction documentation and record drawing production. In addition to her aviation work, Elle has experience with municipal and utility construction projects, safety oversight, and field testing. She is proactive in communicating with contractors and municipalities to keep projects on track. Elle excels at managing deliverables, collaborating across offices, and supporting project compliance with FAA geometry and safety standards.

**PROJECTS**

- Taxiway P and Apron Rehabilitation, Grand Canyon National Park Airport – Tusayan, AZ
- Runway 3-21 Rehabilitation, Grand Canyon National Park Airport – Tusayan, AZ

EDUCATION

- BS, Civil Engineering, Minnesota State University

REGISTRATIONS/CERTIFICATIONS

- Engineer In Training (EIT)

Greg Mead

Construction Management Services

Greg's involvement in development and airfield projects spans 30 years and has consisted of full-range civil engineering services, including grading, drainage, paving, utilities, specifications, budget analysis, on-site design modifications, customer service, permitting, special inspection coordination, general project tracking, certified payroll review, cost estimates, construction documents, and construction management of vertical and horizontal projects. In addition, Greg has worked with architecture teams during development and construction of multiple building types from an airfield electrical vault to terminal buildings and ARFF facilities.



PROJECTS

- Vehicle Service Road Rehabilitation, Scottsdale Airport – Scottsdale, AZ
- Taxiway P and Apron Rehabilitation, Grand Canyon National Park Airport – Tusayan, AZ
- Runway 3-21 Rehabilitation, Grand Canyon National Park Airport – Tusayan, AZ
- Westside Runway Safety Area Grading and Drainage Improvements, Laughlin/Bullhead International Airport – Bullhead City, AZ

EDUCATION

- Business and Civil Engineering courses at Arizona State University

Brian Loev, PE, CCM

Construction Management Services & Civil Engineering

Brian Loev brings a strong, self-motivated, dynamic, and goal-oriented approach that he has built upon over his 10 years of aviation project management, construction management, and design experience. He has the proven ability to manage and lead successful teams in the execution of airfield pavement and electrical projects from planning through construction. Brian is experienced in organizing, supervising, planning, leading, and evaluating program controls in areas of estimating, scheduling, scope management, risk management and FAA design standards.



Brian is a seasoned aviation construction manager and civil engineer with a strong track record of delivering complex airfield infrastructure projects across major U.S. airports. His experience includes work at DFW, LAX, PHX, and TUS, where he contributed to runway and apron reconstructions, drainage upgrades, and airfield safety improvements. Brian brings both strategic oversight and technical expertise to every phase of aviation infrastructure development.

PROJECTS

- Runway 17R Rehabilitation, Dallas Fort Worth International Airport – Dallas, TX*
- Taxiway M South, Dallas Fort Worth International Airport – Dallas, TX*
- Terminal 4 North Apron, Phoenix Sky Harbor International Airport – Phoenix, AZ*

*Projects completed with previous firm

EDUCATION

- BS, Civil Engineering, University of Arizona

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) – Arizona and Texas
- Certified Construction Manager (CCM)

Geotechnical Engineering & Material Testing

Greg Burr has a strong background in geology and a familiarity with local geological conditions in Central and Northern Arizona. Greg has experience managing and coordinating projects with local government agencies, architects, and general contractors while working on diverse projects as a project manager.



PROJECTS

- Runway 3-21 Rehabilitation, Grand Canyon National Park Airport – Tusayan, AZ
- Northwest Runway Safety Area Improvements Design, Laughlin/Bullhead International Airport – Bullhead City, AZ

EDUCATION

- MS, Geology, Northern Arizona University
- BS, Geology, California State University

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) – Arizona
- Registered Geologist (RG) – Arizona

Sarah Richey-Ferrara, CM



Public Outreach

Sarah Richey-Ferrara is an experienced communications and outreach professional with over 12 years focused on aviation outreach. She has a proven record in developing and implementing effective and meaningful communication strategies, managing outreach programs, and engaging stakeholders to support organizational goals.



PROJECTS

- Runway 3-21 Rehabilitation, Grand Canyon National Park Airport – Tusayan, AZ
- Runway 3-21 Rehabilitation, Scottsdale Airport – Scottsdale, AZ

EDUCATION

- BA, Speech Communication, California State University

REGISTRATIONS/CERTIFICATIONS

- American Association of Airport Executives (AAAE), Certified Member (CM)

Electrical Engineering

Catherine Alcorn has extensive experience in a wide variety of electrical and special systems design. She has extensive experience in the electrical design for approach, runway, and taxiway lighting for Category I, II, and III airports, aviation control systems design, NAVAIDS and installation and maintenance requirements.



PROJECTS

- Taxiway Lighting and Shoulder Improvement, Grand Canyon National Park Airport – Tusayan, AZ
- Runway 3-21 Rehabilitation Project, Grand Canyon National Park Airport – Tusayan, AZ
- Runway 3R/21L Runway Safety Area Improvements, Prescott Regional Airport – Prescott, AZ

EDUCATION

- BS, Electrical Engineering, Arizona State University

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) – Arizona, Colorado, Nevada, New Mexico, and Utah

Kevin Horton, PE, CFM



Drainage Design

Kevin Horton has 25 years of roadway, hydrologic and hydraulic engineering design experience including floodplain analysis, master plan drainage studies, and remedial roadway/drainage designs. His experience with projects throughout Prescott and Yavapai County makes him intimately familiar with relevant design standards and expectations for large caliber projects.



PROJECTS

- Clipper Wash Gabion Groyne Lateral Migration Mitigation Project, Yavapai County – Yavapai, AZ
- Chick Road Area Drainage Master Study, Yavapai County – Yavapai, AZ

EDUCATION

- MBA, Northern Arizona University
- BS, Civil Engineering, Northern Arizona University

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) – Arizona
- Certified Floodplain Manager (CFM)



Brian Bucholtz, PE, CFM

Drainage Design

Brian Bucholtz has 21 years of engineering experience, including extensive drainage and floodplain management, roadway and utility design, and construction-phase support. He is very familiar with local municipal hydrologic and hydraulic modeling and design standards. As a certified ADOT Erosion Control Coordinator (ECC), he brings valuable expertise in erosion and sediment control planning and compliance. Brian has managed several major drainage analysis and design projects within the city, and his experience will provide added benefit and efficiency to the design process.



PROJECTS

- Dexter Neighborhood ADMS, DCR, and Improvements, City of Prescott – Prescott, AZ
- Lake Valley Road Mill/Fill – Town of Prescott Valley, AZ

EDUCATION

- BS, Environmental Engineering, Northern Arizona University

REGISTRATIONS/CERTIFICATIONS

- Licensed Professional Engineer (PE) – Arizona
- Certified Floodplain Manager (CFM)

Richard Andersen, RLS



Topographical Survey

Richard Andersen has over 36 years of surveying experience in all phases of topographic, boundary, aerial, cadastral and ALTA surveys, and construction staking, especially in the aviation sector. He has worked on all project aspects, including robotic and GPS field work, survey project management, scheduling, office operations, quality assurance, and technical support.



PROJECTS

- Taxiway A and Transient Apron Topographic Survey, Scottsdale Airport – Scottsdale, AZ
- Runway 3-21 Reconstruction Topographic and Construction Survey, Scottsdale Airport – Scottsdale, AZ

EDUCATION

- AAS, Computer Aided Drafting, Aztech College

REGISTRATIONS/CERTIFICATIONS

- Registered Land Surveyor (RLS) – Arizona



Judi Krauss, AICP

Environmental

Judi Krauss has extensive environmental experience in the west and southwest regions of the US. Judi has managed or contributed to numerous environmental evaluations associated with airport development and planning projects under both federal and applicable state regulations. She has participated in Part 150 studies, airport land use compatibility plans, and airport master plans. Prior to joining Coffman Associates, Judi worked as an environmental analyst for the ADOT's Environmental Planning Section and as an environmental planner and project manager for a large, multidisciplinary environmental consulting firm. Her expertise lies in managing complex environmental projects under the National Environmental Policy Act (NEPA) and other special purpose laws, as well as in conducting socioeconomic studies.



PROJECTS

- Environmental Assessment, Flagstaff Pulliam Airport – Flagstaff, AZ
- Environmental Assessment, Eloy Municipal Airport – Eloy, AZ

EDUCATION

- MA, Economics, emphasis in Natural Resource Economics, University of California
- BA, Environmental Studies, minor in Biology, California State University

REGISTRATIONS/CERTIFICATIONS

- American Institute of Certified Planners (AICP)

STATEMENT OF QUALIFICATIONS

Experience Exceptional



TO: MAYOR AND CITY COUNCIL
AGENDA: October 28 Voting Meeting
DATE: October 28, 2025
DEPT: City Clerk
ITEM #: 9.F
SUBJECT: Authorization of Action to Defend the City and its Officers & Employees in Litigation Relating to the Appointment of a Councilmember Including Open Meeting Law Allegations and Retaining Pierce Coleman for that Purpose.

ITEM SUMMARY

This item is for the approval of the addition of the word "officers" to provide transparency and clarify representation by Pierce Coleman. The approval of Purchase Order No. 2260280 allowed the city to enter into a Representation Agreement with Pierce Coleman related to litigation protesting the appointment of a new Councilmember. While that motion was approved, some confusion remained about whether Pierce Coleman represented city employees, including Councilmembers, as the agenda item states. Adding the word "Officers," will provide transparency and clarify that relationship. While Councilmembers and other employees are encouraged to seek outside, independent counsel when named in litigation, the City retains the right and obligation to defend its employees and officials in civil suits involving their actions within the scope of employment.

BACKGROUND

The city already has Pierce Coleman on retainer for elections related issues. However, some litigation related actions require a vote of Council. The complaint filed by Sherrie Hanna against the city required a vote of Council at a noticed meeting before expenditures to defend the case were made. The item was approved at a properly noticed meeting.

FINANCIAL IMPACT

There is no initial retainer, and services will be billed at a discounted fee of \$330 per hour. The City's Insurance Pool has offered to pay a portion of the costs. As the City's interests are the same as the City Council, there is no increased cost for representing City employees and officials in addition to the City as an entity.

RECOMMENDED ACTION

MOVE to approve action

ATTACHMENTS

None



TO: MAYOR AND CITY COUNCIL
AGENDA: October 28 Voting Meeting
DATE: October 28, 2025
DEPT: City Clerk
ITEM #: 10.A
SUBJECT: Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Lauren Kay Merrett, Applicant, for Doc's BBQ & Whiskey. Location: 202 S Montezuma Street.

ITEM SUMMARY

Liquor License Application

Lauren Kay Merrett has applied for a New Series 12 Restaurant Liquor License for Doc's BBQ & Whiskey.

License - Doc's BBQ & Whiskey
Applicant - Lauren Kay Merrett
City Application No. - LIQR25-011
State Application No. - 358229
Sixty Day Processing Deadline - November 1, 2025

Staff Recommendation

Police Department - In Compliance
Community Development - In Compliance
Public Comments Received - None

NOTE: State law provides that for a liquor license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires that the best interest of the community will be substantially served by the issuance of a license." (A.R.S. 4-201) The governing body of a city or town, on a case-by-case basis, may approve an exemption from the distance restrictions prescribed in this section for a church or a public or private school that is located in an area that is designated an entertainment district by the governing body of that city or town.

BACKGROUND

The application presented for consideration has complied with each of the following requirements:

1. The application has been filed with the State Liquor Department and released to the City for additional processing.
2. The City application fee, set by Section 4-7-3 of the Prescott City Code, has been paid.
3. The application has been posted at the proposed location for the required twenty days and any statements of opposition or statements of support received by the City Clerk are attached.
4. The Police Department has reviewed the application according to State law, which precludes issuance of a license to any person who: (1) within one year has violated any provision of a liquor license or had a liquor license revoked; or (2) within five years of the date of application has been convicted of a felony involving moral turpitude.
5. The Community Development Department has reviewed the application to determine whether the zoning is proper.

Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation, will be forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration.

Recommendation of Approval

If the Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license.

Recommendation of Disapproval

If the Council recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.

No Recommendation

If the council makes no recommendation, the Director may cancel the hearing and issue the license unless the board or any aggrieved party protests and requests a hearing. If the reason for the protest is clearly removed or deemed satisfied by the Director, the Board shall cancel the hearing and the Department may issue the license.

FINANCIAL IMPACT

The application and license fees have been paid. There is no further financial impact for this item.

RECOMMENDED ACTION

1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License Application No. 358229 for a new Series 12 Restaurant Liquor License for Doc's BBQ & Whiskey. Location: 202 S Montezuma Street.

ATTACHMENTS

1. Liquor Licenses Attachment A - Series Number Definitions
2. Liquor Licenses Attachment B - AZ Laws & Regulations

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

- 1 **In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 2 **Out-of-state Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 3 **Microbrewery**, less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.
- 4 **Wholesaler**, all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.
- 5 **Government**, all spirituous liquor, may sell to patrons to consume on premises.
- 6 **Bar**, all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 7 **Beer and Wine Bar**, beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 9 **Liquor Store**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 9S **Liquor Store with Sampling Privileges**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.
- 10 **Beer and Wine Store**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 10S **Beer and Wine Store with Sampling Privileges**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.
- 11 **Hotel/Motel w/Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 12 **Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 13 **Farm Winery**, produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.
- 14 **Private Club**, all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.
- 15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.
- 16W **Farm Winery Fair/Festival**, authorization issued for a specified period to a domestic farm winery to serve samples of its products and sell the products in individual portions for consumption on the premises or in original, unopened, containers for consumption off the premises.
- 18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.

- 19 **Remote Tasting Room**, owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

NOTE: A.R.S.§4-207. (A) and (B) state that no **retailer's license** shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S.§4-205.02) Series 12
- b) Hotel/motel license (A.R.S.§4-205.01) Series 11
- c) Microbrewery (A.R.S.§4-205.08) Series 3
- d) Craft Distillery (A.R.S.§4-205.10) Series 18
- e) Government license (A.R.S.§4-205.03) Series 5
- f) Playing area of a golf course (A.R.S.§4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).



TO: MAYOR AND CITY COUNCIL
AGENDA: October 28 Voting Meeting
DATE: October 28, 2025
DEPT: City Clerk
ITEM #: 10.B
SUBJECT: Public Hearing and Consideration for a New Series 12 Restaurant Liquor License Application from Michele Anne Moore, Applicant, for The Copper Note. Location: 120 W Gurley Street.

ITEM SUMMARY

Liquor License Application

Michele Anne Moore has applied for a New Series 12 Restaurant Liquor License for The Copper Note.

License - The Copper Note
Applicant - Michele Anne Moore
City Application No. - LIQR25-012
State Application No. - 359451
Sixty Day Processing Deadline - November 4, 2025

Staff Recommendation

Police Department - In Compliance
Community Development - In Compliance
Public Comments Received - None

NOTE: State law provides that for a liquor license application, "In all proceedings before the governing body of a city...the applicant bears the burden of showing that the public convenience requires that the best interest of the community will be substantially served by the issuance of a license." (A.R.S. 4-201) The governing body of a city or town, on a case-by-case basis, may approve an exemption from the distance restrictions prescribed in this section for a church or a public or private school that is located in an area that is designated an entertainment district by the governing body of that city or town.

BACKGROUND

The application presented for consideration has complied with each of the following requirements:

1. The application has been filed with the State Liquor Department and released to the City for additional processing.
2. The City application fee, set by Section 4-7-3 of the Prescott City Code, has been paid.
3. The application has been posted at the proposed location for the required twenty days and any statements of opposition or statements of support received by the City Clerk are attached.
4. The Police Department has reviewed the application according to State law, which precludes issuance of a license to any person who: (1) within one year has violated any provision of a liquor license or had a liquor license revoked; or (2) within five years of the date of application has been convicted of a felony involving moral turpitude.
5. The Community Development Department has reviewed the application to determine whether the zoning is proper.

Public Hearing and Action Procedure

The City Council's recommendation of approval, disapproval or no recommendation, will be

forwarded to the Department of Liquor Licenses and Control ("Department") for their consideration.

Recommendation of Approval

If the Council recommendation is for approval, no hearing is required unless the Director of the Department, the State Liquor Board ("Board"), or any aggrieved party, requests a hearing on the grounds that the public convenience and the best interest of the community will not be substantially served if a license is issued. If no hearing is requested, the Director may approve the license.

Recommendation of Disapproval

If the Council recommendation is for disapproval of an application, a statement of the specific reasons along with a summary of the testimony or other evidence supporting the recommendation for disapproval is required to be attached to the order of disapproval and submitted to the Director, after which a public hearing will be held.

No Recommendation

If the council makes no recommendation, the Director may cancel the hearing and issue the license unless the board or any aggrieved party protests and requests a hearing. If the reason for the protest is clearly removed or deemed satisfied by the Director, the Board shall cancel the hearing and the Department may issue the license.

FINANCIAL IMPACT

The application and license fees have been paid. There is no further financial impact for this item.

RECOMMENDED ACTION

1) MOVE to close the public hearing; and 2) MOVE to approve/deny/make no recommendation for Liquor License Application No. 359451 for a New Series 12 Restaurant Liquor License for The Copper Note. Location: 120 W Gurley Street

ATTACHMENTS

1. Liquor Licenses Attachment A - Series Number Definitions
2. Liquor Licenses Attachment B - AZ Laws & Regulations

LIQUOR LICENSE SERIES NUMBER DEFINITIONS

- 1 **In-State Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 2 **Out-of-state Producer**, all spirituous liquor, produced on-premises, may sell to Arizona-licensed wholesalers only.
- 3 **Microbrewery**, less than 1,240,000 gallons of beer produced annually on premises, unlimited on- and off-sale, less than 93,000 gallons may be distributed to retail licensees annually.
- 4 **Wholesaler**, all spirituous liquor, purchased from in- and out-of-state Arizona licensed producers, may sell to Arizona-licensed retailers.
- 5 **Government**, all spirituous liquor, may sell to patrons to consume on premises.
- 6 **Bar**, all spirituous liquor, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 7 **Beer and Wine Bar**, beer and wine only, off-sale sales in original, unopened container may not exceed 30% of on-sale receipts, may sell to patrons to consume on premises.
- 9 **Liquor Store**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 9S **Liquor Store with Sampling Privileges**, all spirituous liquor, may sell "carry-out" to patrons to consume off-premises, provide limited residential delivery, on-site permanent sampling events using store inventory.
- 10 **Beer and Wine Store**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site temporary sampling events hosted by producer or wholesaler.
- 10S **Beer and Wine Store with Sampling Privileges**, beer and wine only, may sell "carry-out" to patrons to consume off-premises, on-site permanent sampling events using store inventory.
- 11 **Hotel/Motel w/Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 12 **Restaurant**, all spirituous liquor, may sell to patrons to consume on premises.
- 13 **Farm Winery**, produces at least 200 gallons, but not more than 40,000 gallons of wine annually, produced on premises and by other domestic farm wineries.
- 14 **Private Club**, all spirituous liquor, may sell to bona fide members & their guests for on-premises consumption.
- 15 **Special Event**, all spirituous liquor, temporary license, off-sale allowed by auction in closed, original container for off-sale consumption, may sell to patrons to consume on premises.
- 16W **Farm Winery Fair/Festival**, authorization issued for a specified period to a domestic farm winery to serve samples of its products and sell the products in individual portions for consumption on the premises or in original, unopened, containers for consumption off the premises.
- 18 **In-State Craft Distillery**, less than 20,000 gallons of distilled spirits annually on-premises, may sell and ship to Arizona licensed wholesalers. May sell and ship to Arizona-licensed retailers when annual production is less than 1,189 gallons. On-and off-sale retail privileges on licensed premises.

- 19 **Remote Tasting Room**, owned and operated by a licensee that concurrently owns one of the following Arizona liquor licenses: (1) Series 2W, Out-of-state Farm Winery; (2) Series 2D, Out-of-state Craft Distillery; (3) Series 13, In-state Farm Winery; or (4) Series 18, In-state Craft Distiller.

NOTE: A.R.S.§4-207. (A) and (B) state that no **retailer's license** shall be issued for any premises which are at the time the license application is received by the director, within three hundred (300) horizontal feet of a church, within three hundred (300) horizontal feet of a public or private school building with kindergarten programs or grades one (1) through (12) or within three hundred (300) horizontal feet of a fenced recreational area adjacent to such school building.

The above paragraph DOES NOT apply to:

- a) Restaurants that do not sell growlers (A.R.S.§4-205.02) Series 12
- b) Hotel/motel license (A.R.S.§4-205.01) Series 11
- c) Microbrewery (A.R.S.§4-205.08) Series 3
- d) Craft Distillery (A.R.S.§4-205.10) Series 18
- e) Government license (A.R.S.§4-205.03) Series 5
- f) Playing area of a golf course (A.R.S.§4-207 (B)(5))
- g) Wholesaler/Distributor Series 4
- h) Farm Winery Series 13
- i) Producer Series 1

**Arizona Laws and Regulations Relating to
Granting a Liquor License for a Certain Location
(pursuant to Arizona Revised Statute §4-201(I))**

R19-1-702. Determining Whether to Grant a License for a Certain Location

- A. To determine whether public convenience requires and the best interest of the community will be substantially served by issuing or transferring a license at a particular unlicensed location, local governing authorities and the Board may consider the following criteria:
1. Petitions and testimony from individuals who favor or oppose issuance of a license and who reside in, own, or lease property within one mile of the proposed premises;
 2. Number and types of licenses within one mile of the proposed premises;
 3. Evidence that all necessary licenses and permits for which the applicant is eligible at the time of application have been obtained from the state and all other governing bodies;
 4. Residential and commercial population of the community and its likelihood of increasing, decreasing, or remaining static;
 5. Residential and commercial population density within one mile of the proposed premises;
 6. Evidence concerning the nature of the proposed business, its potential market, and its likely customers;
 7. Effect on vehicular traffic within one mile of the proposed premises;
 8. Compatibility of the proposed business with other activity within one mile of the proposed premises;
 9. Effect or impact on the activities of businesses or the residential neighborhood that might be affected by granting a license at the proposed premises;
 10. History for the past five years of liquor violations and reported criminal activity at the proposed premises provided that the applicant received a detailed report of the violations and criminal activity at least 20 days before the hearing by the Board;
 11. Comparison of the hours of operation at the proposed premises to the hours of operation of existing businesses within one mile of the proposed premises; and
 12. Proximity of the proposed premises to licensed childcare facilities as defined by A.R.S. § 36-881.
- B. This Section is authorized by A.R.S. § 4-201(I).



TO: MAYOR AND CITY COUNCIL
AGENDA: October 28 Voting Meeting
DATE: October 28, 2025
DEPT: Fire Department
ITEM #: 11.A
SUBJECT: Approval of Multiple Items Related to Land Purchases & Design Services for New Fire Stations as Follows: 1) Adoption of Ordinance No. 2025-1907 Approving City Contract No. 2026-101 a Purchase Agreement Between the City of Prescott and the James Revocable Trust Authorizing the Purchase of Approximately 1.36 Acres of Real Property; and 2) Approval of City Contract No. 2026-098 with Perlman Architects in the Amount of \$2,427,218.13 for Design Services for the New Fire Stations Project. Funding is Budgeted & Available in the FY26 General Fund.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING CITY CONTRACT NO. 2026-101, A PURCHASE AGREEMENT BETWEEN THE CITY OF PRESCOTT AND THE JAMES REVOCABLE TRUST, AND SUBSEQUENTLY AUTHORIZING THE PURCHASE OF APPROXIMATELY 1.36 +/- ACRES OF REAL PROPERTY LOCATED AT A PORTION OF APN# 106-01-058A

ITEM SUMMARY

This item is for the approval of multiple items related to land purchase and design services for new fire stations, including adoption of Ordinance No. 2025-1907 for the purchase of real property by the city from the James Revocable Trust in the amount of \$200,000 plus title & escrow charges and approval of City Contract No. 2026-098 with Perlman Architects, for Design Services for the new fire stations project in the amount of \$2,427,218.13. Locations are shown on the attached vicinity maps, Exhibit B.

BACKGROUND

This is the first of several improvements for the Prescott Fire Department as a result of the passing of Proposition 478. Existing Station 72 will need to be rebuilt, Station 73 will be relocated from the Prescott Airport to just north of the roundabout at SR89 and Phippen Trail, and the new Station 76 will be located at Sundog Ranch Road and Prescott Lakes Parkway. Station 72 and Station 76 will be located on land currently owned by the City. Ordinance No. 2025-1907 (Exhibit C) will facilitate the purchase of 1.36 +/- acres from the James Revocable Trust for the relocation of Station 73. Staff worked with the owners of the parcel and the sellers have reviewed and approved the attached purchase agreement (Exhibit D). The value of the parcel was determined by the City Real Estate Administrator using recent comparable sales of similar-sized parcels in the area.

The Prescott Fire Department's new fire station location proposal is the product of a four-year analytical process utilizing Geographic Information Systems (GIS) modeling to achieve optimal coverage. Given Prescott's unique topography and complex road network, this analysis strategically

balanced new station placement with existing infrastructure to maximize travel time benchmarks. Site selection was based on a primary metric of total coverage improvement, and was further refined by considering factors critical to fiscal and operational success: construction cost (accounting for topography), access to key transportation corridors, status as a city-owned parcel, and the potential to integrate additional municipal services and recreational opportunities. In total, over 8 sites were evaluated at various points. The final selection is anticipated to most optimally balance all of these factors in the most cost-effective manner. This data analysis concluded this past summer.

As a result of these investments, the number of city address points reached within optimal **travel time** targets is expected to increase by **10%**, reaching a total coverage of **76%** upon full buildout, as detailed in the drive-time analysis map (Exhibit A). These proposed locations also account for anticipated transportation infrastructure improvements that will further enhance the department's ability to increase this coverage.

The relocation of **Station 73**, currently at the airport, is specifically designed to resolve its inability to adequately serve the rapidly developing **northern sector of the city**. The new site was chosen for its ideal coverage of **current development patterns** and excellent access to the **available transportation network**, which will ensure more rapid and efficient emergency response times. To facilitate this immediate service enhancement, already-hired personnel will be strategically repositioned at the new station. Concurrently, the new facility, **Station 76**, will be placed on a land parcel previously deemed too small for the Police Department's evidence facility. However, this site is in the **"bullseye"** for closing critical fire service gaps. Its placement is pivotal for enhancing response capabilities along the highly-trafficked **Highway 89 and Prescott Lakes Parkway** corridors, and for significantly improving service to the **Rosser Drive and Prescott Lakes areas**. Both sites were ultimately chosen based on their ability to create optimal coverage and balancing existing stations as a system.

Beyond improved service, this investment is also fiscally effective. The City of Prescott Fire Department protects approximately **\$16 billion in property value** (based on 2024 Yavapai County Assessor's Data). By increasing the number of address points within the four-minute standard by 10%, this project provides optimal response coverage for an **additional \$1.6 billion in property**. The total capital outlay of **\$33 million** represents just 2.06% of the property value gained in enhanced coverage, meaning that for every **\$1 invested** in this fire station infrastructure, approximately **\$48 of property value gains protection** at the higher standard. This demonstrates the project's **cost-effectiveness** and its significant role in reducing potential loss, insurance costs, and overall community risk.

Finally, to maximize efficiency and reduce expenses, the department intends to issue a combined design contract for Fire Stations **76, 73, and 72**. This combined approach will leverage **shared resources** and utilize a **common base design** to streamline architectural costs and maintain consistency across the new facilities. While specific design requirements can be incorporated for each station, this strategy is projected to effectively manage rising construction costs and enhance overall project efficiency. Furthermore, the construction of these new stations will enhance fire station **safety, health, and wellness for personnel** and will be designed to be both **architecturally appealing** and **fiscally responsible** to encourage public engagement and interaction.

The proposed location of new Fire Station 76 is a city-owned parcel (APN 105-04-011) near the northwest corner of Prescott Lakes Parkway & Sundog Ranch Road. The proposed location of relocated Fire Station 73 is on the west side of SR89 near the Phippen Roundabout, a parcel the City is seeking approval to purchase. Fire Station 72 is located at 530 6th Street. These locations

are shown on Exhibit B, attached to this agenda item.

The building Station 72 currently occupies was built in the late 1970's and was converted from a Central Arizona Fire and Medical Authority (CAFMA) vehicle maintenance shop to a Fire Station in the 1990's. A feasibility study, included as part of the proposed design contract, is essential to ascertain the most cost-effective options for this site. This study will determine whether a complete reconstruction is required or whether a substantial remodel will be able to meet the needs of the community and the department.

This design firm was chosen for its ability to phase multiple projects, experience with similar projects with other municipalities in the state, and their unique approach to ensuring timely delivery of project objectives.

FINANCIAL IMPACT

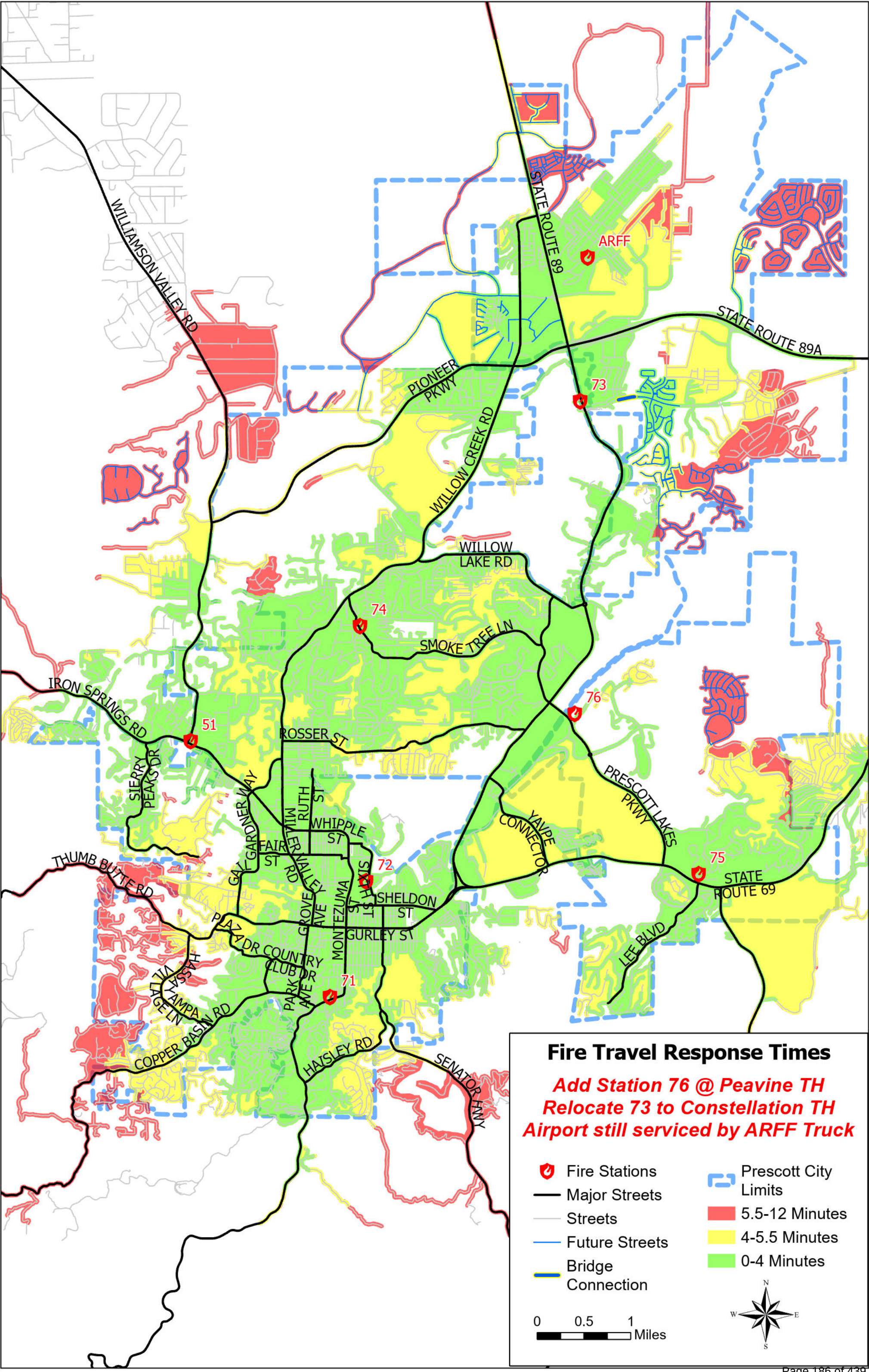
Funding for this contract is budgeted and available in the FY26 General Fund Budget. The source of funding is the dedicated sales tax established by the voter approved Proposition 478 (Public Safety Tax Initiative).

RECOMMENDED ACTION

1) MOVE to adopt Ordinance No. 2025-1907; and 2) MOVE to approve City Contract No. 2026-098

ATTACHMENTS

1. Fire Travel Response Times (New 76, Relocate 73 (Exhibit A))
2. Location Maps (Exhibit B)
3. Ordinance No. 2025-1907 (Exhibit C)
4. James Revocable Trust Purchase agreement DRAFT (Exhibit D)
5. 274-78 Legal Parcel A & Record of Survey
6. Contract 2026-098-Multiple-Fire-Stations





Granite Creek Park

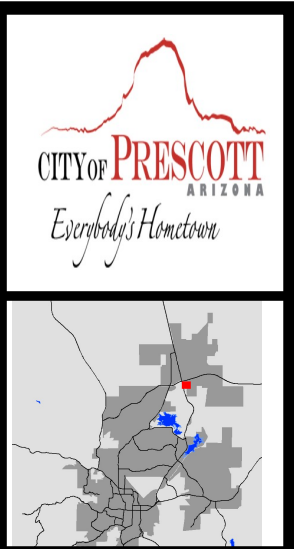
Station 72

6th Street

EZ Street.

Fire Station 72 Location

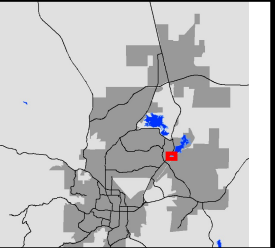
This map is a product of
The City of Prescott



Fire Station 73 Location

This map is a product of
The City of Prescott

0' 91'



Fire Station 76 Location

This map is a product of
The City of Prescott



0' 1" = 139'

ORDINANCE NO. 2025-1907

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING CITY CONTRACT NO. 2026-101, A PURCHASE AGREEMENT BETWEEN THE CITY OF PRESCOTT AND THE JAMES REVOCABLE TRUST, AND SUBSEQUENTLY AUTHORIZING THE PURCHASE OF APPROXIMATELY 1.36 +/- ACRES OF REAL PROPERTY LOCATED AT A PORTION OF APN# 106-01-058A

RECITALS:

WHEREAS, the City Council has determined that certain real property is needed by the City for the planned building of a the new City of Prescott Fire Station #72; and,

WHEREAS, the purchase of this real property will be in the best interests of the health, safety and welfare of the City of Prescott; and,

WHEREAS, the proposed purchase price of the subject real property, along with the terms and conditions in that Purchase and Sale Agreement (City Contract No. 2026-101) by and between the James Revocable Trust, a Revocable Living Trust, as Seller; and, the City of Prescott, a municipal corporation of the State of Arizona, as Purchaser, is commercially reasonable, fair and equitable.

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

ENACTMENTS:

SECTION 1. THAT the City Council hereby agrees to purchase that approximate 1.36 +/- acres of real property from the James Revocable Trust, a Revocable Trust, pursuant to the terms and conditions of that Purchase and Sale Agreement (City Contract No. 2026-101) for the purchase price of Two-Hundred Thousand and 00/100 (\$200,000.00), and additional closing costs contained in said Purchase and Sale Agreement.

SECTION 2. THAT the Mayor and Staff are hereby directed to execute any and all documents and take any and all steps deemed necessary to accomplish the foregoing in order to effectuate the foregoing purchase and donation of real property as set forth in the Purchase and Sale Agreement.

PASSED AND ADOPTED by the Council of the City of Prescott, Arizona, on this _____ day of _____ 2025.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL, City Clerk

JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2025-1907 is a true, correct and accurate copy of Ordinance No. 2025-1907 passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the 28th day of October 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

**PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF PRESCOTT
AND
JAMES REVOCABLE TRUST**

City Contract No. 2026-101

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of _____, 20__, between Ronald Edward James and Laura Hennington James, as Trustees of the James Revocable Trust, dated November 8, 2001 (the "Seller") and the City of Prescott, an Arizona municipal corporation ("Buyer").

In consideration of the covenants, terms, conditions and agreements hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Property. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, on the terms and conditions contained herein, certain rights to real property located in Yavapai County, Arizona, consisting of fee title to a portion of real property known as APN# 106-01-058A as described in Exhibit A-Legal Description Parcel A, attached hereto and incorporated herein by reference together with all improvements, water rights, air rights, mineral rights, privileges and appurtenances thereto (the "Purchased Parcel"). Buyer agrees that the Purchased Property shall be used exclusively for municipal purposes and no other purpose. The property shall be conveyed to Buyer via Special Warranty Deed that includes the following deed restriction: "The Property shall be used for municipal purposes and no other."

2. Purchase Price. The total price to be paid for the Purchased Parcel (the "Purchase Price") is \$200,000.00, payable in cash or certified funds to be deposited with Escrow Agent on the Closing Date. The purchase price has been determined by a Certified Analysis prepared by Bryan Sparks, Real Estate Administrator-City of Prescott. The purchase price shall be paid as follows: (a) \$1,000.00 deposited with Escrow Agent within three (3) business days of the Escrow Date, and (b) the balance due at Closing.

2.1

3. Open and Close of Escrow.

3.1 Escrow Agent and Instructions. Promptly after execution of this Agreement by the parties, an escrow (the "Escrow") shall be opened with Yavapai Title Agency, Attn: Sarah Whitten ("Escrow Agent") to facilitate the consummation of the sale of the Real Property pursuant to this Agreement. This Agreement constitutes escrow instructions to Escrow Agent; however, if required by Escrow Agent, Buyer and Seller shall execute and deliver to the Escrow Agent printed form escrow instructions consistent with this Agreement. In the event of any conflict between the provisions of

the printed form escrow instructions and this Agreement or any deed, instrument or document in connection with the transactions contemplated herein, the provisions of this Agreement or such deed, instrument or document shall control. No provision of the escrow instructions shall excuse any non-performance by either party. The assignment by Escrow Agent of an escrow number to this transaction and the opening of the Escrow by Escrow Agent shall constitute Escrow Agent's acceptance of the instructions to, and other obligations of, Escrow Agent as set forth in this Agreement and the Escrow Instructions.

3.2 Escrow Date. Escrow Agent shall notify the parties in writing as to the date on which it received fully executed copies of this Agreement, which date is called the "Escrow Date."

3.3 Closing. The exchange of the Real Property for the consideration set forth in this Agreement and consummation of the transactions contemplated by this Agreement (the "Closing") shall occur at 10:00 a.m. on a date that is 30 days after the Escrow Date at the office of Escrow Agent or at such other time and location as the parties may agree, which date shall be referred to as the "Closing Date." The Closing Date shall be deemed to be the date on which the parties shall have performed all actions necessary for the closing of the transaction, without regard to the date on which Escrow Agent actually records the deed or other closing documents. If this transaction has not closed by November 14th, 2025, this Agreement shall automatically terminate as of midnight on that date and neither party shall have any further obligation to the other related to this transaction; provided, however, that the termination provision set forth in this sentence shall not be applicable if the Buyer has met all of its obligations pursuant to Section 12 below. Seller and Buyer hereby authorize Escrow Agent to execute, at Closing, an affidavit of real property value as required by Arizona law.

3.4 IRC Reports. Escrow Agent, as the party responsible for closing the transactions contemplated hereby within the meaning of Section 6045(e)(2)(A) of the Internal Revenue Code of 1986, as amended (the "Code"), shall file all necessary information reports, returns and statements (collectively the "Reports") regarding the transactions as may be required by the Code, including, but not limited to, the reports required pursuant to Section 6045 of the Code. Escrow Agent further agrees to indemnify and hold Buyer, Seller and their respective attorneys harmless for, from and against any and all claims, costs, liabilities, penalties, or expenses resulting from Escrow Agent's failure to file the Reports that Escrow Agent is hereby required to file.

3.5 Prorations and Escrow Fees. Escrow fees shall be paid by the Buyer. Special assessments or similar liens for work or improvements shall be paid by Seller. Real property, personal property and ad valorem taxes and other state or local taxes and charges affecting the Real Property shall be prorated on the basis of the current year's rate and valuation, provided, that if the rate of, or valuation for, any such taxes, charges or assessments has not been fixed before the Closing Date, then the adjustment thereof at the Closing shall be upon the basis of the rate for the preceding year applied to the latest assessed valuation. Except as otherwise provided in this Agreement, all other closing costs shall be paid by Buyer. Seller shall not, without the

prior written consent of Buyer, consent to the imposition of any assessment against the Real Property if such assessment would be required to be paid, in whole or in part, by Buyer. Seller shall give Buyer timely written notice of any proposed governmental action, including, but not limited to, the formation of an improvement district or other similar district which could result in the imposition of assessments against the Real Property.

4. Condition of Title.

4.1 Title Report. Promptly after opening of Escrow, Escrow Agent shall deliver to Buyer and to Seller a preliminary title report or commitment (including matters revealed by an inspection of the Real Property) dated no earlier than the Escrow Date leading to the issuance of a standard coverage owner's policy of title insurance in the amount of the Purchase Price insuring Buyer's interest in the Real Property, together with readable copies of all instruments of record referred to therein (the "Title Report").

4.2 Title Review Period. Buyer shall have until 15 days after receipt of the Title Report (the "Title Review Period") within which to object in writing to Seller and Escrow Agent to the legal description or any matters affecting title shown on the Title Report, it being agreed that the Purchase Price is based upon free and clear title and only such other exceptions thereto as may be approved by Buyer, in its sole and absolute discretion. Buyer's failure to timely object to any of the matters affecting title shown on the Title Report within the Title Review Period will constitute Buyer's rejection of title subject to those matters.

4.3 Title Objections. If Buyer objects to any matters affecting title shown on the Title Report, Seller shall have until the Closing Date to cure any matters objected to by Buyer, but shall have no obligation to do so. If Seller does not cure those matters objected to by Buyer by the Closing Date, Buyer may, in its sole discretion, elect to (a) waive the matters objected to and close Escrow subject thereto, or (b) cancel this Agreement by notice to Seller and Escrow Agent, whereupon the Escrow and this Agreement shall automatically terminate and neither party shall thereafter have any further obligations or liability to the other under this Agreement except as herein expressly provided for otherwise.

4.4 Amended Title Report. Buyer shall have until five business days after receipt of an amended Title Report disclosing new matters affecting title to the Real Property (and the Closing Date shall automatically be extended for such five business-day period, if appropriate) within which to object in writing to Seller and Escrow Agent to any matters affecting title set forth therein; whereupon Buyer shall have the same rights hereunder as described with respect to the objections to the first Title Report described in Section 4.3 above. If Seller does not cure those matters objected to by Buyer within two business days after notice of Buyer's objection (and, if necessary, the Closing Date shall be appropriately extended until the expiration of the five business-day period hereinabove provided and this two business-day period), then Buyer may, in its sole and absolute discretion, elect either of the remedies set forth in

Section 4.3 above; provided, however, that, notwithstanding anything in this Agreement to the contrary, Buyer's rights and remedies shall not be limited with respect to any breach of Seller's covenant set forth in the following sentence. Seller covenants that between the Escrow Date and the Closing Date it will not intentionally cause any material matter to arise or be imposed upon the Real Property affecting title thereto.

5. Title Insurance. Buyer's obligation to close Escrow is conditioned upon the commitment of Escrow Agent, or its affiliated title insurer, to issue to Buyer, at or promptly following the Closing, a standard coverage owner's policy of title insurance insuring title to the Real Property to Buyer in the amount of the Purchase Price, the policy to be subject only to the usual printed exceptions, conditions and stipulations in the form of policy and matters affecting title shown on the Title Report not objected to by Buyer in accordance with Section 4 hereof. Buyer shall pay the portion of the premium for an extended coverage owner's policy that is in excess of what the premium would have been for a standard owner's policy, and Seller and Buyer shall split evenly the balance of the premium. Seller and Buyer agree to comply with all reasonable requirements imposed by the title insurer as a condition to issuance of the policy (excluding matters affecting title which, by notice given to Escrow Agent and the other party within ten days after delivery of the Title Report, either Buyer or Seller reasonably determines should more properly be shown in the exceptions to title portion of the Title Report).

6. Conveyancing and Closing Documents.

6.1 By Seller. On the Closing Date, Seller shall deliver to Buyer:

a. A special warranty deed conveying to Buyer title to the Real Property, together with an executed Affidavit of Real Property Value, if applicable.

b. A sworn affidavit stating under penalty of perjury that Seller is not a "foreign person" as such term is defined in Section 1445(f)(3) of the Code. In the event Seller does not furnish the sworn affidavit, Buyer may withhold (or direct Escrow Agent to withhold) from the funds due to Seller at the Closing, an amount equal to the amount required to be so withheld pursuant to Section 1445(a) of the Code, and such withheld funds shall be deposited with the Internal Revenue Service as required by Section 1445(a) and the regulations promulgated thereunder. The amount withheld, if any, shall nevertheless be deemed to be part of the Purchase Price paid to Seller.

c. If applicable, the original, if available, or a photocopy of the Certificate of Grandfathered Groundwater Rights relating to the Real Property and any instruments reasonably required to transfer any water rights relating to the Real Property.

6.2 By Escrow Agent. On the Closing Date, Escrow Agent shall:

a. Record or file, as appropriate, the closing instruments hereunder in the following order: the Special Warranty Deed and the Affidavit of Value, if applicable.

b. Deliver the title insurance policy, as set forth in Section 5 of this Agreement, to the Buyer.

c. Provide each party with a complete set of closing documents as they become available to Escrow Holder.

7. Tests.

7.1 General Tests. Buyer, its agents and designees, shall have the right to enter upon the Real Property at all times prior to the Closing Date for the purposes of inspecting the Real Property and making and obtaining drainage, environmental, soil and engineering tests, and performing other tests, studies or inspections desired by Buyer. Buyer agrees to indemnify, defend and hold harmless Seller for, from and against all claims, liabilities and damages, including attorneys' fees, for personal injury, physical damage to property or mechanics' or materialmen's liens which may be asserted against Seller as a result of Buyer's entry onto the Real Property and inspection or testing thereof. Buyer shall, after its entry and testing, restore the Real Property to substantially the same condition that existed prior to such entry and testing.

7.2 Environmental Site Assessment. Buyer may, at its sole option and expense, within 15 days after the Escrow Date, undertake the inspection, testing and analysis of the Real Property to determine the nature and extent of the existence of any Hazardous Substances, if any, present on, at or under the Real Property. Buyer shall obtain Seller's prior written approval of the time, manner and extent of any such investigation (including any investigation which entails soils or groundwater tests or analyses), which consent shall not unreasonably be withheld or delayed by Seller. Seller shall provide Buyer and Buyer's agents and representatives access to all portions of the Real Property, at reasonable times and subject to the rights of any tenants or other occupants of the Real Property, for the purpose of completing any such investigation of the Real Property. Seller shall cooperate with Buyer's investigation of the Real Property so long as the same does not unreasonably interfere with Seller's operations or cause any undue expense to Seller which is not reimbursed by Buyer. Buyer shall indemnify and hold Seller harmless from and against any and all claims arising as a result of any such entry or investigation by Buyer or Buyer's consultant, except with respect to any matter related to Seller's obligation to clean or remove any Hazardous Substances previously existing on the Real Property, so long as the same are not aggravated by Buyer's entry or investigation. Seller may, at its sole option, observe and monitor the investigation undertaken by Buyer, and its consultants, and may, at Seller's expense, obtain split or duplicate samples of any soil, groundwater or other material samples taken by Buyer. Buyer shall provide the Seller, as soon as they are made available to Buyer, copies of all field data, filed reports, laboratory analyses, reports and all other analyses and reports prepared or used in connection with Buyer's investigation of the Real Property, including the report prepared and provided to Buyer

by its consultant. Notwithstanding anything contained in this Agreement to the contrary, in the event the results of Buyer's investigation of the Real Property are not satisfactory to Buyer, in its sole and absolute discretion, Buyer shall have the right to terminate this Agreement upon ten days written notice to Seller.

8. No Alterations to Real Property. Seller shall make no modifications or alterations to the Real Property between the Escrow Date and the Closing Date, without the prior written consent of Buyer. As of the Closing Date, there will be no outstanding contracts made by Seller for any improvements to the Real Property which have not been fully paid, and Seller shall cause to be discharged or bonded in accordance with law any mechanics' or materialmen's liens arising from any labor or material furnished prior to the Closing Date.

9. Representations of Seller. Seller represents and warrants to, and covenant with, Buyer that:

9.1 Seller's Authority. Seller owns fee simple title to the Real Property. Seller has full authority to sell the Real Property pursuant to the terms of this Agreement. To Seller's knowledge, the Real Property is not subject to any unrecorded mortgages, liens, financing statements or encumbrances.

9.2 Claims. To the best of Seller's knowledge, there are no pending or threatened claims or litigation affecting the Real Property. If Seller becomes aware of any of the foregoing after the Escrow Date (whether arising before or after the Escrow Date), but prior to the Closing Date, Seller shall give prompt written notice thereof to Buyer prior to the Closing Date.

9.3 Violations of Law; Default. To the best of Seller's knowledge, (i) there is no violation of any laws, ordinances, rules or regulations with respect to the Real Property, (ii) no default exists under any covenant, condition, restriction or easement applicable to the Real Property and (iii) Seller has not received notice from any governmental or other agency of any violation of any laws or ordinances with respect to the Real Property. If Seller becomes aware of any of the foregoing after the Escrow Date (whether arising before or after the Escrow Date), but prior to the Closing Date, Seller shall give prompt notice thereof to Buyer prior to the Closing Date.

9.4 Authority to Execute. The persons executing this Agreement are duly authorized to do so and thereby bind Seller hereto.

9.5 No Special Assessments. Seller has received no written notice that there are any special assessment actions being contemplated by any governmental authority.

9.6 Hazardous Substance. To the best of Seller's knowledge, no portion of the Real Property is being used or has been used at any previous time for the treatment, storage, disposal, or processing of hazardous wastes, hazardous substances, toxic substances or hazardous materials, infectious or medical waste,

radioactive waste or sewer sludges (collectively the "Hazardous Substances"), as such terms are defined in the Resource Conservation and Recovery Act, as amended; the Comprehensive Environmental Response, Compensation and Liability Act, as amended; the Toxic Substances Control Act, as amended; the Clean Air Act, as amended; the Clean Water Act, as amended; the Safe Drinking Water Act, as amended; and similar state, county and local laws, ordinances and regulations, except for pesticides and other chemicals that may have been used in the ordinary course of farming operations. To Seller's knowledge, there are no ongoing requirements or orders of any department of environmental resources or similar government agency for environmental cleanup with respect to the Real Property.

9.7 Underground Storage Tanks. To the best of Seller's knowledge, the Real Property does not contain and has never contained any underground storage tanks containing petroleum products or wastes or other hazardous substances regulated by 40 C.F.R. § 280 and/or other applicable, federal, state or local laws, rules and regulations and requirements.

9.8 No Soil Remediation. To the best of Seller's knowledge, the Real Property has never been subject to soil remediation conducted pursuant to ARIZ. REV. STAT. § 49-151, *et seq.*, and written notice pursuant to ARIZ. REV. STAT. § 33-434.01 is not required.

9.9 Wetlands. Seller has received no written notice that the Real Property contains any areas which could be characterized as disturbed, undisturbed or manmade wetlands pursuant to federal, state or local laws, regulations, rules or procedural manuals or as "waters of the United States" pursuant to the Clean Water Act, as amended, or rules or regulations pursuant thereto, whether such characterization reflects current conditions or historic conditions which have been altered without the necessary permits or approvals.

Except to the extent Seller gives Buyer notice as hereinbelow provided, Seller represents and warrants to, and covenants with, Buyer that the foregoing representations and warranties will be true and correct as of the Closing Date. Seller agrees to take no voluntary and intentional actions or omissions to act that would cause any of its representations, warranties or covenants in this Agreement to become untrue. Except for matters known to Buyer prior to the Contingency Date, in the event (a) any material representation, warranty or covenant was known by Seller to be untrue or misleading when made by Seller or (b) such material representation, warranty or covenant becomes untrue because of Seller's voluntary and intentional actions or omissions, then Buyer may, in its sole and absolute discretion and without obligation to do so, and as its sole remedy, cancel this Agreement, in which event this Agreement and the Escrow shall automatically terminate and neither party shall thereafter have any further obligations or liability under this Agreement except as herein expressly provided for otherwise.

10. Conditions to Buyer's Obligation to Close. The obligation of Buyer to purchase the Real Property from Seller is conditioned upon and subject to the

satisfaction (unless waived in writing by Buyer in Buyer's sole and absolute discretion) of each of the following conditions on or before the Closing Date:

10.1 Warranties True. The representations and warranties of Seller in this Agreement shall be true and correct in all respects on and as of the Escrow Date and on and as of the Closing Date as if made on and as of the Closing Date.

10.2 Conditions Met. Seller shall have performed and complied with all agreements and conditions contained herein required to be performed or complied with by it prior to or at the Closing Date.

10.3 Documents in Escrow. Seller shall have deposited in Escrow or delivered to Buyer the documents required of Seller pursuant to this Agreement.

10.4 Title Commitment. Escrow Agent (or its title insurance affiliate, if appropriate) shall have committed to issue to Buyer at or promptly after the Closing the title insurance policy required under this Agreement.

If any of the conditions described in this Section 11 are not satisfied, Buyer, at its election, (a) may cancel this Agreement by notice to Seller and Escrow Agent, whereupon this Agreement and the Escrow shall automatically terminate and neither party shall thereafter have any further obligations or liability to the other hereunder except as herein expressly provided for otherwise, or (b) may waive Seller's compliance with the condition and close Escrow subject thereto.

11. Representations of Buyer. Buyer represents and warrants to, and covenants with, Seller that:

11.1 Authorized Signatory. The person executing this Agreement on behalf of Buyer is duly authorized to do so and thereby bind Buyer hereto. Within 20 days of the Escrow Date, Buyer shall deposit with Escrow Agent all evidence required by Escrow Agent for title insurance purposes of said person's authority to sign on behalf of and bind Buyer to this Agreement and all closing documents.

11.2 Municipal Organization. Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Arizona, and has full power and authority to enter into and perform this Agreement in accordance with its terms. All proceedings of Buyer to consummate the transaction contemplated by this Agreement and all documents and instruments required to be executed and delivered hereunder by Buyer have been duly and validly authorized, and upon execution and delivery by Buyer will constitute the valid and binding obligations of Buyer in accordance with their terms.

12. Conditions to Seller's Obligation to Close. The obligation of Seller to sell the Real Property to Buyer pursuant hereto is conditioned upon and subject to the satisfaction (unless waived in writing by Seller) of each of the following conditions on or before the Closing Date.

12.1 Warranties True. The representations and warranties of Buyer in this Agreement shall be true and correct in all material respects on and as of the opening of Escrow and on and as of the Closing Date as if made on and as of the date of the Closing Date.

12.2 Performance Complete. Buyer shall have substantially performed fully and complied with all material agreements and conditions herein required to be performed or complied with by it prior to or at the Closing Date.

If any of the conditions described in this Section 12 are not satisfied, Seller, in its sole discretion, may (a) cancel this Agreement by notice to Buyer and Escrow Agent, whereupon this Agreement and the Escrow shall be terminated automatically and neither party shall thereafter have any further obligations or liability to the other hereunder except as herein expressly provided for otherwise or (b) waive Buyer's compliance with the condition and close Escrow subject thereto.

13. Seller's Remedies. Except as otherwise expressly provided in this Agreement, if Buyer defaults under this Agreement, Seller's sole and exclusive right and remedy shall be to terminate this Agreement. Seller waives all other remedies. Neither party shall thereafter have any further obligations or liability to the other except as herein expressly provided for otherwise.

14. Buyer's Remedies. If the escrow hereunder fails to close because of a breach by the Seller, Buyer may either (a) terminate this Agreement by written notice to Seller and Escrow Agent and make a claim against Seller for Buyer's reasonable costs and expenses in connection with this transaction or (b) sue Seller for specific performance.

15. Breach; Cure. Failure or unreasonable delay by the Seller or Buyer to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement and, if the breach is not cured within five days after written notice thereof from the other Party, shall constitute a default under this Agreement; provided, however, that if the failure is such that more than five days would reasonably be required to perform such action or comply with any term or provision hereof, then the party shall have such additional time as may be necessary to perform or comply so long as the party commences performance or compliance within said five-day period and diligently proceeds to complete such performance or fulfill such obligation (the "Cure Period"); provided further, however, that no such cure period shall extend beyond the Closing Date, unless otherwise agreed to, in writing, by the parties. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting party shall have all rights and remedies which may be available under law or equity, including without limitation the right to (a) specifically enforce any term or provision of this Agreement, (b) terminate this Agreement or (c) institute an action for damages.

16. Operation of Real Property until the Closing. After the Escrow Date, and prior to the Closing Date and delivery of possession of the Real Property to Buyer, Seller shall make or cause to be made all repairs and replacements required with respect to any part or portion of the Real Property to keep it in its present condition and shall continue to maintain and operate the Real Property in the normal manner to keep the Real Property in such condition, ordinary wear and tear excepted.

17. Eminent Domain. In the event that, prior to the Closing Date, any of the Real Property is taken by the power of condemnation or eminent domain, or in the event notice is given by any governmental authority of, or an action is commenced with respect to, the taking of any part of the Real Property by the power of condemnation or eminent domain, Seller shall give immediate written notice thereof to Buyer. Buyer may, in its sole discretion and within 20 days after receipt of such notice from Seller or prior to the Closing Date, whichever period is shorter, elect to terminate this Agreement by written notice of such election to Seller and Escrow Agent. In the event Buyer elects to cancel this Agreement, neither party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise. If Buyer does not elect to so cancel this Agreement, all condemnation awards relating to the Real Property and rights thereto are hereby assigned to Buyer and shall be paid to Buyer.

18. Risk of Loss. Prior to the Closing Date, the risk of loss resulting from any cause, including, without limitation, fire or other casualty, to the improvements or any property, real or personal, subject to this Agreement shall be that of Seller. Seller shall keep the Real Property insured against casualty until the Closing under its existing insurance policies or replacement policies with the same coverage existing as of the Escrow Date. If, at any time prior to the Closing, the improvements on the Real Property are destroyed or materially damaged, Buyer may elect (a) to terminate this Agreement whereupon neither party shall thereafter have any further obligation or liability to the other except as herein expressly provided for otherwise or (b) to close Escrow, in which event all insurance proceeds from Seller's insurance are hereby assigned to Buyer and shall be paid to Buyer within ten days of a demand therefore.

19. General Provisions.

19.1 Cooperation. The Buyer and the Seller hereby acknowledge and agree that they shall cooperate in good faith with each other as contemplated by this Agreement.

19.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

19.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the Buyer shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which

he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

19.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, (c) given to a recognized and reputable overnight delivery service, to the address set forth below or (d) delivered by facsimile transmission to the number set forth below:

If to Seller: James Revocable Trust
4985 N State Route 89
Prescott, AZ 86301-8305

Attn: Ron James

With a copy to:
Boyle, Pecharich, Cline, Whittington & Stallings
c/o Stephen W. Polk, Esq.
125 N. Granite St.
Prescott, AZ 86301

If to Buyer: City of Prescott
201 N Montezuma Street
Prescott, AZ 86301
Attn: Joseph Young, City Attorney

With a copy to: City of Prescott
433 N Virginia Street
Prescott, AZ 86301
Attn: Bryan Sparks, Real Estate Administrator

If to Escrow Agent: Yavapai Title Agency
1235 E Gurley Street
Prescott, AZ 86301
Attn: Sarah Whitten

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (a) when delivered to the party, (b) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, (c) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day, or (d) when received by facsimile transmission during the normal business hours of the recipient. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the

date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

19.5 Counsel Assistance; Fair Interpretation.

a. **Counsel for Seller.** The Seller has either been assisted by counsel in connection with the preparation and execution of this Agreement or has chosen to forego such legal representation despite a recommendation from the Buyer that the Seller seek advice from legal counsel.

b. **Counsel for Buyer.** The Buyer has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

c. **Fair Interpretation.** This Agreement shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the Party who drafted a provision shall not be employed in interpreting this Agreement.

19.6 Governing Law; Venue. This Agreement shall be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder shall be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

19.7 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

19.8 Attorneys' Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees, including reasonable attorneys' fees, which shall be determined by the court and not by the jury.

19.9 Limited Severability. The Buyer and the Seller each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the Buyer to do any act in violation of any applicable laws, constitutional provision, law, regulation or Prescott City Code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements

effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

19.10 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

19.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

19.12 Recordation of Agreement. This Agreement shall be recorded in the Yavapai County Recorder's Office within ten days after its approval and execution by the Buyer.

19.13 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other agreement between the Seller and the Buyer. No term or provision of this Agreement is intended to or shall be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder.

19.14 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval shall not be unreasonably withheld.

19.15 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

19.16 Force Majeure. The performance of either Party and the duration of this Agreement shall be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, extreme changes in market conditions, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

19.17 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins

to run shall not be included. The last day of the period so completed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement shall be deemed to expire at 5:00 p.m. (local time in Prescott, Arizona) on the last day of the applicable time period provided herein.

19.18 Amendment. No change or addition is to be made to this Agreement except by a written amendment executed by the Parties hereto. Within ten days after any amendment to this Agreement, such amendment shall be recorded in the Yavapai County Recorder's Office.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first written above.

“SELLER”

The James Revocable Trust dated
November 8, 2001

By: _____
Ronald Edward James, Trustee

By: _____
Laura Hennington James, Trustee

“BUYER”

CITY OF PRESCOTT, an Arizona
municipal corporation

By: _____
Philip R. Goode, Mayor

ATTEST:

APPROVED AS TO FORM:

Sarah M. Thornhill, City Clerk

Joseph D. Young, City Attorney

ACCEPTED AND APPROVED:

Yavapai Title Agency

By: _____

Name: _____

Title: _____

Dated: _____

EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT
BETWEEN
THE CITY OF PRESCOTT
AND
THE JAMES REVOCABLE TRUST DATED NOVEMBER 8, 2001

[Legal description and map of the Purchased Parcel]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
PARCEL A

A Parcel of land, situated in a portion of the West Half of the Northwest Quarter (W1/2 NW1/4) of Section 1, Township 14 North, Range 2 West, of the Gila and Salt River Meridian, City of Prescott, Yavapai County, Arizona, being more particularly described as follows:

COMMENCING at a found 1/2" rebar with a tag stamped "RLS 35138" monumenting the West Quarter corner of said Section 1, from which a found 2" iron pipe with a washer stamped "RLS 35135" monumenting the Northwest corner of said Section 1 bears North 01°00'35" East (a measured geodetic bearing and Basis of Bearings for this description), a distance of 2,690.40 feet;

Thence South 89°14'57" East, along the East-West mid-Section line of said Section 1, a distance of 715.54 feet, to a set plastic capped rebar stamped "RLS 37401" monumenting the **TRUE POINT OF BEGINNING**;

Thence North 05°45'04" West, departing from said East-West mid-Section line, a distance of 3.48 feet, to a found plastic capped rebar stamped "RLS 12005";

Thence North 05°45'04" West, a distance of 476.84 feet, to a found plastic capped rebar stamped "RLS 13011" monumenting an angle point;

Thence North 05°44'23" West, a distance of 189.58 feet, to a set plastic capped rebar stamped "RLS 37401" monumenting an angle point, being also a point on the South line of that certain Ingress and Egress Easement, recorded as Book 1455, Page 859, records of said Yavapai County;

Thence North 66°35'33" East, along said South line of said Easement, a distance of 132.22 feet, to a set plastic capped rebar stamped "RLS 37401" monumenting an angle point, being also a point on the Westerly line of that certain parcel of land described as Parcel 1, according to that certain Special Warranty Deed, recorded as Reception number 2017-0042891, records of said Yavapai County;

Thence South 16°20'27" East, departing from said South line of said Easement, along said Westerly line, a distance of 176.51 feet, to a found plastic capped rebar stamped "RLS 46473" monumenting an angle point;

Thence South 26°53'01" East, continuing along said Westerly line, a distance of 99.74 feet, to a found plastic capped rebar stamped "RLS 46473" monumenting an angle point;

Thence South 35°41'57" East, continuing along said Westerly line, a distance of 67.58 feet, to a found concrete nail with washer stamped "RLS 46473" monumenting an angle point;

Thence South 84°54'42" West, continuing along said Westerly line, a distance of 203.84 feet, to a found concrete nail with washer stamped "RLS 46473" monumenting an angle point;

Thence South 05°02'22" East, continuing along said Westerly line, a distance of 389.52 feet, to a found plastic capped rebar stamped "RLS 46473" monumenting a point on said East-West mid-Section line;

Thence North 89°14'57" West, departing from said Westerly line, along said East-West mid-Section line, a distance of 19.62 feet, to the **TRUE POINT OF BEGINNING**.

Containing 59,150.57 square feet or 1.36 acres, more or less.

2025/08/22

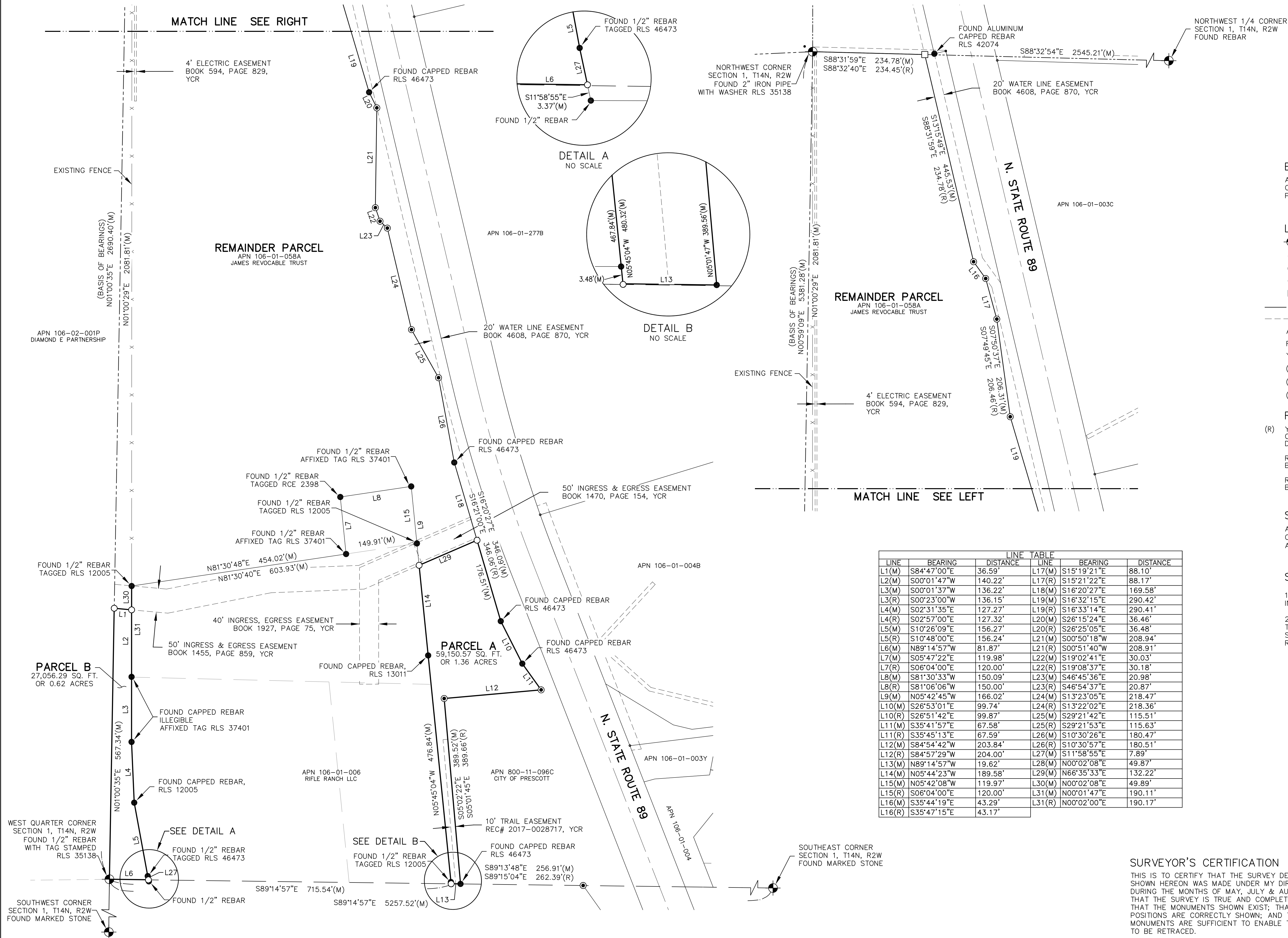
LE #274-78

274-78 Parcel A.docx



RESULTS OF SURVEY

OF A PORTION OF
APN 106-01-058A
SITUATED IN A PORTION OF THE NORTHWEST QUARTER (NW1/4)
OF SECTION 1, T14N, R2W,
OF THE G&SRM, CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA



BASIS OF BEARINGS

ALL BEARINGS ARE BASED ON THE CITY OF PRESCOTT
COORDINATE SYSTEM AS PUBLISHED ON THE CITY OF
PRESCOTT WEBSITE.

LEGEND

- FOUND SECTIONAL MONUMENT AS NOTED
- FOUND MONUMENT AS NOTED
- FOUND PK NAIL & WASHER "RLS 46473"
- SET 1/2" REBAR WITH PLASTIC CAP STAMPED "RLS 37401"
- CALCULATED POSITION (MONUMENT SEARCHED FOR) NOT FOUND OR SET
- SECTION LINE AS NOTED
- EASEMENT LINE AS NOTED
- APN ASSESSOR'S PARCEL NUMBER
- REC RECEPTION
- YCR YAVAPAI COUNTY RECORDS
- (C) CALCULATED MEASUREMENT
- (M) MEASURED THIS SURVEY
- (R#) RECORD DATA (SEE REFERENCE DOCUMENTS BELOW)

REFERENCE DOCUMENTS

- (R) YAVAPAI TITLE AGENCY INC.
ORDER NO. 00423569-400-SWJ
DATED JUNE 30, 2025 AT 7:30AM
- RECORD OF SURVEY
BOOK 158 OF LAND SURVEYS, PAGE 50, YCR
- RECORD OF SURVEY
BOOK 181 OF LAND SURVEYS, PAGE 54, YCR

SITE INFORMATION

APN: 106-01-058A
CURRENT OWNER: JAMES REVOCABLE TRUST
ADDRESS: 4985 N. STATE ROUTE 89
PRESCOTT, AZ. 86301

SURVEY NOTES

- FIELD MEASUREMENTS USED TO PREPARE THIS MAP WERE MADE
IN AUGUST & SEPTEMBER, 2025.
- THIS IS NOT AN A.L.T.A./N.S.P.S. LAND TITLE SURVEY AND
THEREFORE MAY NOT REFLECT THE TRUE CONDITION OF THE
SUBJECT PROPERTY WITH RESPECT TO OWNERSHIP, EASEMENTS,
RIGHTS-OF-WAY, AGREEMENTS, ETC., OF PUBLIC RECORD.

LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1(M)	S84°47'00"E	36.59'	L17(M)	S15°19'21"E	88.10'
L2(M)	S00°01'47"W	140.22'	L17(R)	S15°21'22"E	88.17'
L3(M)	S00°01'37"W	136.22'	L18(M)	S16°20'27"E	169.58'
L3(R)	S00°23'00"W	136.15'	L19(M)	S16°32'15"E	290.42'
L4(M)	S02°31'35"E	127.27'	L19(R)	S16°33'14"E	290.41'
L4(R)	S02°57'00"E	127.32'	L20(M)	S26°15'24"E	36.46'
L5(M)	S10°26'09"E	156.27'	L20(R)	S26°25'05"E	36.48'
L5(R)	S10°48'00"E	156.24'	L21(M)	S00°50'18"W	208.94'
L6(M)	N89°14'57"W	81.87'	L21(R)	S00°51'40"W	208.91'
L7(M)	S05°47'22"E	119.98'	L22(M)	S19°02'41"E	30.03'
L7(R)	S06°04'00"E	120.00'	L22(R)	S19°08'37"E	30.18'
L8(M)	S81°30'33"W	150.09'	L23(M)	S46°45'36"E	20.98'
L8(R)	S81°06'06"W	150.00'	L23(R)	S46°54'37"E	20.87'
L9(M)	N05°42'45"W	166.02'	L24(M)	S13°23'05"E	218.47'
L10(M)	S26°53'01"E	99.74'	L24(R)	S13°22'02"E	218.36'
L10(R)	S26°51'42"E	99.87'	L25(M)	S29°21'42"E	115.51'
L11(M)	S35°41'57"E	67.58'	L25(R)	S29°21'53"E	115.63'
L11(R)	S35°45'13"E	67.59'	L26(M)	S10°30'26"E	180.47'
L12(M)	S84°54'42"W	203.84'	L26(R)	S10°30'57"E	180.51'
L12(R)	S84°57'29"W	204.00'	L27(M)	S11°58'55"E	7.89'
L13(M)	N89°14'57"W	19.62'	L28(M)	N00°02'08"E	49.87'
L14(M)	N05°44'23"W	189.58'	L29(M)	N66°35'33"E	132.22'
L15(M)	N05°42'08"W	119.97'	L30(M)	N00°02'08"E	49.89'
L15(R)	S06°04'00"E	120.00'	L31(M)	N00°01'47"E	190.11'
L16(M)	S35°44'19"E	43.29'	L31(R)	N00°02'00"E	190.17'
L16(R)	S35°47'15"E	43.17'			

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY DESCRIBED AND
SHOWN HEREON WAS MADE UNDER MY DIRECTION
DURING THE MONTHS OF MAY, JULY & AUGUST, 2025;
THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN;
THAT THE MONUMENTS SHOWN EXIST; THAT THEIR
POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID
MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY
TO BE RETRACED.



2971 Willow Creek Road, Bldg. 2
Prescott, AZ 86301
(928) 776-1750
www.LyonEngineering.com
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DATE: 8-22-25 DRAWN BY: STD

JOB NO: 274-78 CHECKED BY: DS

SHEET 1 OF 1



PROFESSIONAL ENGINEERING AND DESIGN SERVICES AGREEMENT/CONTRACT

Architecture/Engineering Design Services For Multiple Fire Stations

Contract No. 2026-098

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

WHEREAS, the City has solicited Requests for Qualifications in accordance with local and State Law; and

WHEREAS Perlman Architects (hereinafter referred to as “Professional”), has expertise in providing Engineering and Design Services and is willing and able to provide professional services to the City for the project known and described as Architecture/Engineering Design Services For Multiple Fire Stations Project, Project No. 2501-001 (Station 76), 2502-006 (Station 73), 2502-007 (Station 72) (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. 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.

2. TIME OF COMPLETION; TERM

- A. 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 November 6, 2028. 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.

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.

3. CONTRACT AMOUNT AND PAYMENTS

3.1. CONTRACT AMOUNT

The Contract Amount to be paid by the City to the Professional shall not exceed Two Million, Four Hundred Twenty-Seven Thousand, Two Hundred Eighteen Dollars and Thirteen Cents (\$2,427,218.13), based on the negotiated rates and actual cost reimbursement schedule as defined in Exhibit A.

3.2. 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:

- A. 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.
- B. Prior to the approval of preliminary documents (i.e., 30% plans), the billed amount shall not exceed 40% of the total Contract Amount.
- C. Prior to approval of the final design documents deliverable under the Services, the billed amount shall not exceed 90% of the total Contract Amount.
- D. 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.

3.3. 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.

3.4. 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.

3.5. REIMBURSABLE 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.

4. CONTRACT CONDITIONS

4.1. 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").

4.2. 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 [Contract Amount and Payments](#), 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 [Contract Amount and Payments](#) 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 Exhibits, then charges and payments will be made in accordance with [General Provisions](#).
- 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.

4.3. NON-APPROPRIATION 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.

4.4. 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.

4.5. 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.

4.6. NOTIFICATIONS

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, AZ 86301

contracts@prescott-az.gov

Perlman Architects

2929 N. Central Avenue, Suite 1600

Phoenix, Arizona 85012

kenp@perlmanaz.com

4.7. 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.

4.8. AMBIGUITY

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.

4.9. 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.

4.10. 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.

4.11. MODIFICATIONS AND WAIVERS

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.

4.12. 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.

4.13. 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.

4.14. CONFLICT OF INTEREST

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.

4.15. TERMINATION FOR CAUSE

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.

4.16. DUTIES UPON TERMINATION

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.

4.17. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

All representations and warranties of Professional made herein shall survive the termination of this Agreement.

4.18. 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.

4.19. ATTORNEYS' 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.

4.20. INDEMNIFICATION

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.

4.21. 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.

5. GENERAL PROVISIONS

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. 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.

5.6. 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.

5.7. PROFESSIONAL RESPONSIBILITY

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.

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 October 28, 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 [Insurance Requirements](#), for each Task Order issued, and these documents are also incorporated by reference into this Agreement.

7. FEDERAL AND STATE LAWS

7.1. COMPLIANCE WITH RELEVANT LAWS

All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances. 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.

7.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Parties, with regard to the work performed by it after award and during their performance of this contract, will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran status, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment. The Parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Titles VI and VII of the Civil Rights Act of 1964; Sections 501, 503 and 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 Disabilities 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, 2009-09, as may be amended from time-to-time.

7.3. EMPLOYEES ON PUBLIC WORKS CONSTRUCTION PROJECTS; E-VERIFY REQUIREMENTS

- A. 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.
- B. 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:
 1. 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.
 2. 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.
 3. 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.
 4. 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).

5. 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.

7.4. 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.

7.5. FORCED 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:

- A. The forced labor of ethnic Uyghurs in the People’s Republic of China
- B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and
- C. 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; and
- D. 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.

7.6. CODE OF FEDERAL REGULATIONS; MINORITY OWNED BUSINESSES

Contracting with small and minority firms, women’s business enterprise and labor surplus area firms:

- A. 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.
- B. Affirmative steps shall include:
 1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists.
 2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources.
 3. 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.
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises.

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

7.7. 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.

8. INSURANCE REQUIREMENTS

8.1. INSURANCE LIMIT 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

8.2. WORKERS’ COMPENSATION

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.

8.3. ADDITIONAL INSURANCE REQUIREMENTS

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

- A. 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

- B. 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.

8.4. 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.

8.5. 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.

8.6. 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.

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.

Company Name

City of Prescott, a municipal corporation:

AUTHORIZED SIGNATURE (FULL NAME)

AUTHORIZED SIGNATURE (FULL NAME)

Philip R. Goode, Mayor

DATE SIGNED

FULL NAME

TITLE

DATE SIGNED

EMAIL

ATTEST:

APPROVED AS TO FORM:

AUTHORIZED SIGNATURE (FULL NAME)

AUTHORIZED SIGNATURE (FULL NAME)

Sarah M. Thornhill, City Clerk

Joseph D. Young, City Attorney

FULL NAME

FULL NAME

DATE SIGNED

DATE SIGNED

Exhibits List

A - ScopeFee Proposal Final

Exhibit A

ScopeFee Proposal Final

**Architectural and Engineering
Design and Construction
Administration Services
Scope and Fee Proposal**

**City of Prescott
Multiple Fire Stations
Stations (72, 73, & 76)**

October 1, 2025

 **Perlman**
Architects of Arizona



City of Prescott
Purchasing Division
201 N. Montezuma Street
Prescott, AZ 86301

Attn: Jaimie Sventek, Contracts Coordinator
Thomas Burchfield, Capital Project Manager

Professional Architectural & Engineering Design Services for Multiple Fire Stations
(Prescott Fire Station No's. 72, 73, & 76)

Perlman Architects Project No. 325020

Jaimie & Thomas:

We are very excited and appreciative to submit the attached scope of services/fee proposal for Multiple Fire Stations. The proposals are written in such that each project is standalone, but plan to work on all the project based on a staggered start and generally and a completion date around the same time. By combining all three projects and working concurrently we are able to provide these reduced architectural and engineering services fees. There are also some additional/Optional services that may need to be considered or covered under the separate contract.

Our proposed "Scope of Basic Services/Fee" is based on a CMAR project delivery method and includes the following work phases: Pre-Design / Programming confirmation/refinement, Schematic Design, Design Development, Construction Documents, Construction Administration (inclusive of & Warranty Follow up) for all projects and we added the Feasibility Study for Fire Station No. 72.

Correspondingly, the following disciplines are included: Architecture, Structural Engineering & Special Structural Inspections Allowance, Mechanical/Plumbing Engineering, Electrical Engineering, Special Systems Design, Fire Sprinkler Engineering, Civil Engineering & Surveying, Landscape Architecture, Specification Writing, Geotechnical Services Report, and optional services as defined in our Proposal.

Thanks again for the opportunity and please let me know if you have any questions and/or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gerrald Adams", is written over a light blue horizontal line.

Gerrald Adams, Director
LEED AP

A/E SCOPE OF SERVICES & FEE PROPOSAL SUMMARY

Fire Station No. 72:

Total Architectural/Consultant Basic Services Fee:	\$534,248.84
Total Architectural/Consultant Optional Services Fee:	\$ 68,773.02
Total Architectural/Consultant Basic + Optional Services Fee:	\$603,021.86
Reimbursable Expense Allowance:	\$ 20,000.00
<u>Owner's Allowance:</u>	<u>\$ 20,000.00</u>
Grand Total Basic + Optional Services + Reimb. Exp. Allowance Fee:	\$643,021.86

Fire Station No. 73:

Total Architectural/Consultant Basic Services Fee:	\$755,181.12
Total Architectural/Consultant Optional Services Fee:	\$111,877.02
Total Architectural/Consultant Basic +Optional Services Fee:	\$867,058.14
Reimbursable Expense Allowance:	\$ 20,000.00
<u>Owner's Allowance:</u>	<u>\$ 20,000.00</u>
Grand Total Basic + Optional Services + Reimb. Exp. Allowance Fee:	\$907,058.14

Fire Station No. 76:

Total Architectural/Consultant Basic Services Fee:	\$739,135.11
Total Architectural/Consultant Optional Services Fee:	\$ 98,003.02
Total Architectural/Consultant Basic +Optional Services Fee:	\$837,138.13
Reimbursable Expense Allowance:	\$ 20,000.00
<u>Owner's Allowance:</u>	<u>\$ 20,000.00</u>
Grand Total Basic + Optional Services + Reimb. Exp. Allowance Fee:	\$877,138.13

Total Contract Amount: **\$2,427,218.13**
(includes Basic A/E Services + Optional Services + Reimb. Exp. + Owner's Allowances)



Scope and Fee Proposal

Fire Stations No 72, 73, & 76



A/E SCOPE OF SERVICES & FEE PROPOSAL

AGREEMENT made as of the 14th Day of October, 2025 Rev.1

Perlman Architects Project No. 325020

BETWEEN the OWNER:

City of Prescott Purchasing Division
201 N. Montezuma Street
Prescott, AZ 86301
Jaimie Sventek, Contracts Coordinator
Thomas Burchfield, Capital Project Manager
928-777-1408

and the ARCHITECT:

Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012
Gerrald Adams, Director
480-951-5900

PROJECT

Name: City of Prescott Fire Station No. 72

Location: 530 6th Street, Prescott, Arizona 86301

Description: Architectural and Engineering Services required for the City of Prescott Approvals and Permits based on the scope of services below.

PROJECT SCOPE

Project consists of a feasibility analysis and report to establish a remodel or if a full replacement is station is required. The facility shall be a single- or two-story building, approximately 14,000sf/ 3 to 4-Bay Fire Station double-deep, drive-thru bays, 8-10 dorms and the typical spaces and uses generally expected in a fire station. The facility is to be located at 530 6th Street, Prescott, AZ, which is the existing location of Fire Station No. 72. The proposed project building program requirements will be based on the existing City of Prescott Fire Department Scope and Design Requirements provided in the Request for services. The project site program requirements will consist of staff (1.5–2 x shift count) & public parking areas, vehicular driveways, pedestrian sidewalks/ hardscape, landscape/ irrigation, on-site grading & retention, on-site utilities and connections, site fencing/ gates/access controls, Standby Generator (if possible), trash enclosure, site lighting. Vehicular ingress will be from Granite Creek Park and Fire Station response egress will be onto 6th Street directly.

In addition, the project programming/design requirements shall conform to the City of Prescott/FD Design Standards. Project shall conform to the applicable IBC Codes & Standards and applicable City of Prescott Amendments.

Proposed Architectural and Engineering services shall include the following disciplines and are based on a CMAR project delivery method: Architecture, Structural Engineering, Mechanical & Plumbing Engineering, Electrical Engineering, Fire Sprinkler Design, Civil Engineering, Specification Writing, Landscape Architecture, Geotechnical Report, Traffic/Street Light Design, and Special Systems Design. Basic Services also includes assisting City of Prescott with the CMAR selection process & City Permitting Process, inclusive of proposal review, attending interviews (max. of 3), and one (1) meeting with City of Prescott to discuss/determine final CMAR selection.

SERVICES

The basic services scope of work shall consist of the phases as outlined below and as defined in the attached Subconsultant Proposals.

Site and Building Analysis /Feasibility Study

Site and Building inspections for the purpose of Analysis to Evaluate Existing Conditions in order to develop a written Feasibility Report to provide possible options of reuse or replacement.

- Attend (1) on-site inspection visit with involved City of Prescott/Fire Department Staff, to confirm and document existing facility conditions and modifications.
- Collection and Review of all applicable existing drawings (manual & AutoCAD format), reports, guidelines, City of Prescott Planning and Zoning Requirements, COP/Fire Department design and material/system requirements/standards, utility maps, and other applicable information as deemed necessary.
- Prepare and present the findings documented in the Feasibility report.

Deliverables: Written Feasibility Report, Update Design Schedule if applicable, Meeting Minutes.

Pre-Design/Programming (PG) Phase:

Site and Building inspections for the purpose of analysis to evaluate and Feasibility Written report to provide possible options of reuse or replacement.

- Collection and Review of all applicable existing drawings (manual & AutoCAD format), reports, guidelines, City of Prescott Planning and Zoning Requirements, COP/Fire Department design and material/system requirements/standards, utility maps, and other applicable information as deemed necessary.
- Attend (1) Programming Meeting for the Facility with involved City of Prescott/Fire Department Staff, to confirm program and document any required program modifications for development in the Schematic Design Phase.
- Review and update project design schedule.

Deliverables: Written Program Confirmation Summary, Update Design Schedule if applicable, Program Confirmation Meeting Minutes.

Schematic Design (SD) Phase:

Based on the approved Programming, the Architect shall proceed with the Schematic Design Phase consisting of the following:

- Development of site boundary & topo survey.
- Development of Geotechnical Report.
- Develop two (2) preliminary site plan design options.
- Develop two (2) preliminary floor plan design options based on the approved Program and space needs.
- One (1) meeting with COP/FD staff to review preliminary site & floor plan options.

- Based on the approved conceptual site plan, floor plan, Architect will develop SD level architectural drawings consisting of site plan, floor plan, roof plan, exterior elevations, major overall building sections and a 3-D building model rendering, exterior fly-around and interior fly-around of major spaces.
- Develop preliminary Building Engineering Narratives (Structural, Mechanical/Plumbing, Electrical, Fire Sprinkler, select Special Systems, and Traffic/Street Lighting).
- SD level Civil Engineering plans
- SD level Landscape Architecture plans
- Four (4) client design input/coordination/review meetings.
 - Confirmation of conceptual design site & floor plan modifications.
 - Conceptual design site & floor plan modifications input/review meeting.
 - Draft SD Submittal input/review meeting.
 - Final SD Phase Submittal input/review meeting.
- Coordination with applicable City of Prescott/FD representatives and Design Team.
- Coordination and two (2) meetings with CMAR & City of Prescott/FD to review CMAR cost estimate, constructability, and SD level design/system/material options. (may be combined with other meeting or conducted through a virtual format such as teams)
- Two (2) presentation meetings: one (1) with City of Prescott Planning & Zoning/Design Review and one (1) with senior management staff.
- Review and update project design schedule & preliminary code/zoning analysis.
- Submit City of Prescott Pre-application & attend Pre-Application Meeting.

Deliverables: Preliminary Civil grading & drainage plan, preliminary drainage report & utility plans, preliminary horizontal control plan; Landscape native plant inventory & salvage plan, preliminary hardscape/landscape plan, landscape/hardscape, color & material board; preliminary engineering design narratives (Structural Engineering, Mechanical/Plumbing Engineering, Electrical Engineering, Fire Sprinkler Engineering, Traffic/Street lighting and select Special Systems Design, SD level Architectural Drawings (site plan, floor plan, colored exterior elevations, overall building sections, roof plan, colored 3-D exterior sketch-up model rendering - inclusive of exterior fly-around and interior fly-around of major spaces, Interior/Exterior color & material board, preliminary furniture & equipment plan), and preliminary code/zoning analysis, site context map & photographs.

Design Development (DD) Phase:

Based upon the approved Schematic Design Documents, the Architect shall proceed with the Design Development Phase consisting of the following:

- Develop DD level Architectural Drawings based on approved SD submittal consisting of dimensioned site plan, floor plan, enlarged floor plans, exterior elevations, roof plans, reflected ceiling plans, major building sections, typical wall sections, wall types, preliminary door & window schedules/details, preliminary millwork details, preliminary interior finish schedule, preliminary FF&E schedule/responsibility matrix, preliminary major area interior elevations.

- Develop DD level Engineering/Consultant Drawings based on approved SD submittal.
- Develop DD level Specifications.
- Develop and refine interior and exterior color, material, and finish selections.
- Initial FF&E Selection Process.
- City of Prescott Site Plan/Design Review 1st Submittal.
- One (1) City of Prescott Site Plan/Design Comment Review Meeting.
- City of Prescott Site Plan/Design Review Re-submittal & Approval.
- Identify and document any differences from the approved Schematic Design Submittal.
- Coordination and two (2) meetings with CMAR & City of Prescott/FD to review CMAR cost estimate, constructability, and DD level design/system/material options.
- One (1) presentation meeting with City of Prescott senior management staff.
- Review and update project design schedule (if required).
- Review and refine preliminary code/zoning analysis (if required).
- Preliminary Utility Company coordination/project notification.
- Coordination with City of Prescott FD & Design Team for Dispatch Alerting System.
- Coordination with applicable City of Prescott/FD & CMAR representatives.
- A total of three (3) input/coordination/review meetings with the design team engineers the CMAR and the City of Prescott personnel responsible for the specific building system being discussed per workshop including:
 - Architectural & Interior Design
 - Structural Engineering Design
 - Mechanical/Plumbing/Fire Protection Design
 - Electrical Design
 - Low voltage/Special Systems Design
 - Civil/Landscape/Street Lighting/Traffic input/review meeting

Deliverables: DD Drawings/Documents consisting of: Architectural, Structural Engineering, Mechanical/Plumbing Engineering, Electrical Engineering, Fire Sprinkler Engineering, Landscape/hardscape Design, and Civil Engineering Drawings/Documents, Traffic/Street Lighting Plans, Draft DD level Specifications and select Special Systems.

Construction Documents (CD) Phase (95% & 100%)

Based upon the approved Design Development Documents, the Architect shall proceed with the Construction Document Phase consisting of the following:

- Develop CD level Architectural Drawings based on approved DD submittal, appropriate for the City of Prescott Building Permit Review.
- Develop CD level Engineering/Consultant Drawings based on approved DD submittal, appropriate for the City of Prescott Building Permit Review.
- Final FF&E Selections.

- Develop CD level Specifications & calculations, inclusive of door hardware specifications, appropriate for the City of Prescott Building Permit Review.
- Incorporate City of Prescott specifications from A/E, FM & IT Departments into Project specifications, as applicable.
- Final Utility coordination.
- Final Coordination with City of Prescott FD & Design Team for Dispatch Alerting System.
- Specifications shall be developed utilizing customized spec database call “C-Specs Guide Specifications System.”
- Four (4) client design input/coordination/review meetings
- One (1) presentation meeting with City of Prescott Senior Management staff.
- Basic Services includes the utilization of a heavy duty, stainless steel residential hood system, but does not include the design of type 1 fire suppression system at kitchen hood.
- Typically, sway bracing calculations are not required and are not included in Basic Service. Fire Sprinkler Engineering includes general universal sway bracing details.
- Coordination with applicable City of Prescott/FD, CMAR representatives and Design Team.
- Coordination and two (2) meetings with CMAR for bid clarifications and review of CMAR cost estimates/GMP.
- Building Permit Process
 - Submit Plans/Documents for Building Permit Review.
 - Pick-up review comment/redlines as required.
 - Resubmit Plans/Documents for approval.

Deliverables: CD (95% & 100% Submittals) Architecture/Interior Design, Structural Engineering, Mechanical & Plumbing Engineering, Electrical Engineering, Fire Sprinkler Design & Flow Test, Civil Engineering, Specification Writing, Landscape Architecture, Traffic/Street Light Design, and Special Systems Design.

Construction Administration (CA) Phase: Begins when Permits are pulled and includes the following Construction Administration services based on a “CMAR Delivery Method” construction process:

- (24) Architect’s Site Visits/Progress Meetings with Reports (based on Bi-weekly site visits/ and (24) Architect’s Virtual Progress Meetings alternating Bi-weekly for estimated 11-month construction schedule).
- Engineering Disciplines’ Construction Administration includes Site Visits/Progress meetings with reports per consultant. See Consultant Summary for quantity of visits.
- Architectural Clarifications/RFI Responses.
- Assistance with the review of Change Order/Proposal Request.
- Architectural Shop Drawing and Submittal reviews.
- Assist Owner with review of monthly pay applications.

- (2) Architectural Punch-List Inspections: one (1) to establish Substantial Completion & one (1) for Final Acceptance of the Project.
- A Special Structural Inspection and Geotechnical Testing Allowance has been established for this project for Special inspections as required per the Building Code City of Prescott Building Department and the geotechnical report. The services required will vary depending on the construction type of the project and contractor sequencing of work, but it is dependent on Contractor and Field Operations. The work is typically billed on a per/inspection visit as required by the Contractor's construction sequence and is being proposed as a 3rd party Special Structural Inspection Firm under this Contract.
- Review of Operations and Maintenance Manuals prepared/provided by Contractor.

Warranty Follow-Up (WF) Phase: Begins after C of O and includes responses to questions during the 2-year warranty period and one (1) 22-month warranty follow-up meeting with Contractor & City of Prescott/FD.

Additional Services shall include the following UPON the Owner's Request:

As-Built CAD Record Drawings (AB): As-built (CAD) Record drawings depicting Architectural, Structural, Mechanical/Plumbing, Electrical, Special Systems, Fire Sprinkler, Civil and Landscape/Irrigation construction field modifications as field documented/provided by the CMAR

Construction Staking: The A/E shall provide survey control/construction staking for use by the Contractor during construction.

Temporary Facilities: Design or layout of temporary facilities or trailers.

Environmental Studies: Environmental studies required for the purchase of property or any other reason.

Additional or Optional Engineering/Consultants: All Engineering/Consultants not previously included under Basic Services, and consultants, including but not limited to Construction & Material Testing, Civil Off-Site Utility and/or Street Design (except as noted), off-site Civil Retention/Drainage Easements and Exhibits (except as noted), Storm Water/Flood Plain Studies, Environmental Studies, Drainage Channel and/or Box Culvert/Crossings Design, full Interior Design, Traffic Engineering/Analysis and/or Traffic Counts, or Specialized Design consultants other than those outlined here in are included in basic services. The Architect shall coordinate and provide background drawings electronically as requested for this specific project use.

Zoning Changes, Use Permits, Variances, Etc.: Services required to obtain zoning changes, use permits, variances, etc. if found to be required; beyond defined above.

COMPENSATION

For Basic Architectural and Engineering Services the Owner shall compensate the Architect as follows:

Architectural Services (Perlman Architects):

Site and Building Analysis/Feasibility Study:	\$4,536.00
Pre-Design/Programming (PG) Phase:	\$6,828.00
Schematic Design (SD) Phase:	\$34,482.00
Design Development (DD) Phase:	\$55,208.00
Construction Documents (CD) Phase:	\$68,980.00
Permit & CMAR GMP Assistance Review:	\$2,354.00
Construction Administration (CA) Phase:	\$57,564.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services

Subtotal Architectural Services: \$229,952.00

Consultant Services:

Geotechnical Report (ETC Inc.): \$5,300.00

Structural Engineering: (Simply Structural)

Site and Building Analysis/Feasibility Study:	\$3,500.00
Schematic Design (SD) Phase:	\$7,000.00
Design Development (DD) Phase:	\$10,000.00
Construction Documents (CD) Phase:	\$11,000.00
Construction Administration (CA) Phase :	\$4,000.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services

Subtotal Structural Services: \$35,500.00

Mechanical/Plumbing Engineering: (AME)

Pre-Design/Programming (PG) Phase:	\$1,630.20
Schematic Design (SD) Phase:	\$5,033.60
Design Development (DD) Phase:	\$9,209.20
Construction Documents (CD) Phase:	\$11,554.40
Construction Administration (CA) Phase:	\$11,754.60
Warranty Follow-up (WF) Phase:	Included in CA Phase Services

Subtotal Mechanical/Plumbing Services: \$39,182.00

Electrical Engineering: (Akribis Engineering)

Pre-Design/Programming (PG) Phase:	\$1,440.00
Schematic Design (SD) Phase:	\$4,580.00
Design Development (DD) Phase:	\$12,940.00
Construction Documents (CD) Phase:	\$12,140.00
Construction Administration (CA) Phase :	\$7,160.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services
Subtotal Electrical Services:	\$38,260.00

Fire Sprinkler (EJ Engineering)

Pre-Design/Programming (PG) Phase:	\$575.00
Schematic Design (SD) Phase:	\$1,013.00
Design Development (DD) Phase:	\$3,074.00
Construction Documents (CD) Phase:	\$3,854.00
Construction Administration (CA) Phase:	\$6,764.00
Fire Flow Test:	\$1,418.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services
Subtotal Fire Protection Services:	\$16,698.00

Civil Engineering: (Civil Design Solutions)

Site and Building Analysis/Feasibility Study:	\$3,020.00
Pre-Design/Programming (PG) Phase:	\$16,094.00
Schematic Design (SD) Phase:	\$13,535.00
Design Development (DD) Phase:	\$12,160.00
Construction Documents (CD) Phase:	\$28,635.00
Construction Administration (CA) Phase:	\$11,330.00
Basis of Design Reports:	\$7,750.00
Traffic Impact Statement:	\$4,750.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services
Subtotal Civil Services:	\$97,274.00

Specification Writing (SASC-Hayes Consulting LLC):

Schematic Design (SD) Phase:	\$971.52
Design Development (DD) Phase:	\$6,663.36
Construction Documents (CD) Phase:	\$13,537.92
Subtotal Specification Services:	\$21,172.80

Landscape Architecture: (LVA Design)

Pre-Design/Programming (PG) Phase:	\$1,650.00
Schematic Design (SD) Phase:	\$2,970.00
Design Development (DD) Phase:	\$5,940.00
Construction Documents (CD) Phase:	\$8,250.00
Construction Administration (CA) Phase:	\$3,960.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services
Subtotal Landscape Services :	\$22,770.00

Street Lighting (Wright Engineering):

Street Lighting Design:	\$6,020.00
Subtotal Street Lighting Design Services:	\$6,020.00

Special Systems Design (The 2728 Group):

Schematic Design (SD) Phase:	\$3,839.99
Design Development (DD) Phase:	\$10,480.03
Construction Documents (CD) Phase:	\$4,920.01
Construction Administration (CA) Phase:	\$2,880.01
Warranty Follow-up (WF) Phase:	Included in CA Phase Services
Subtotal Special Systems Design Services:	\$22,120.04

Total Consultant Basic Services Fee: \$304,296.84

Total Architectural/Consultant Basic Services Fee: \$534,248.84

For Optional Architectural and Engineering Services the Owner shall compensate the Architect as follows, upon mutual approval:

Architecture (Perlman Architects)

As-Built Record Drawings (AB) Phase: \$4,600.00

Structural Engineering (Simply Structural)

As-Built Record Drawings (AB) Phase: \$800.00

Mechanical/Plumbing Engineering (AME)

As-Built Record Drawings (AB) Phase: \$3,003.00

Electrical Engineering (Akrabis Engineering)

As-Built Record Drawings (AB) Phase: \$3,750.00

Fire Sprinkler (EJ Engineering)

As-Built Record Drawings (AB) Phase: \$1,096.00

Civil Engineering (Civil Design Solutions)

As-Built Record Drawings (AB) Phase: \$1,990.00

Legal Descriptions with Exhibits: \$1,584.00

YCESU Construction Services: \$10,340.00

Traffic Counts: \$3,000.00

Subtotal Optional Civil Engineering Design Services: \$16,914.00

Landscape (LVA Design)

As-Built Record Drawings (AB) Phase: \$1,650.00

Special Systems Design (The 2728 Group):

As-Built Record Drawings (AB) Phase: \$960.02

Special Structural Inspections Allowance (ETC Inc.): \$20,000.00

Geotechnical Materials Inspections (ETC Inc.) \$16,000.00

Total Architectural/Consultant Optional Services Fee: \$68,773.02

Total Architectural/Consultant Basic +Optional Services Fee: \$603,021.86

Reimbursable Expense Allowance: \$20,000.00

Owner's Allowance: \$20,000.00

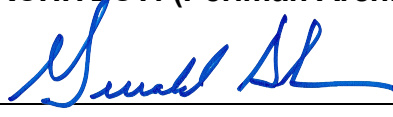
Grand Total Basic + Optional Services + Reimb. Exp. Allowance Fee: \$643,021.86

OWNER:

(Signature) (Date)

(Printed name and title)

ARCHITECT: (Perlman Architects of AZ, Inc.)

 10-14-2025

(Signature) (Date)

Gerrald Adams, Director LEED AP

(Printed name and title)



A/E SCOPE OF SERVICES & FEE PROPOSAL

AGREEMENT made as of the 14th Day of October, 2025 Rev. 1

Perlman Architects Project No. 325020

BETWEEN the OWNER:

City of Prescott Purchasing Division
201 N. Montezuma Street
Prescott, AZ 86301
Jaimie Sventek, Contracts Coordinator
Thomas Burchfield, Capital Project Manager
928-777-1408

and the ARCHITECT:

Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012
Gerrald Adams, Director
480-951-5900

PROJECT

Name: City of Prescott Fire Station No. 73

Location: Phippen Roundabout/Constellation Trailhead, Prescott, Arizona 86301

Description: Architectural and Engineering Services required for the City of Prescott Approvals and Permits based on the scope of services below.

PROJECT SCOPE

Project consists of a single- or two-story building, approximately 14,000sf/ 3 to 4-Bay Fire Station double-deep, drive-thru bays, 8-10 dorms and the typical spaces and uses generally expected in a fire station. The facility is to be located at Phippen Roundabout/Constellation Trailhead, Prescott, AZ. The proposed project building program requirements will be based on the existing City of Prescott Fire Department Scope and Design Requirements provided in the Request for services. The project site program requirements will consist of staff (1.5–2 x shift count) & public parking areas, vehicular driveways, pedestrian sidewalks/ hardscape, landscape/ irrigation, on-site grading & retention, on-site utilities and connections, site fencing/ gates/access controls, Standby Generator (if possible), trash enclosure, site lighting. Vehicular ingress and Fire Station response egress will be from Phippen Roundabout.

In addition, the project programming/design requirements shall conform to the City of Prescott/FD Design Standards. Project shall conform to the applicable IBC Codes & Standards and applicable City of Prescott Amendments.

Proposed Architectural and Engineering services shall include the following disciplines and are based on a CMAR project delivery method: Architecture, Structural Engineering, Mechanical & Plumbing Engineering, Electrical Engineering, Fire Sprinkler Design, Civil Engineering, Specification Writing, Landscape Architecture, Geotechnical Report, Traffic/Street Light Design, and Special Systems Design. Basic Services also includes assisting City of Prescott with the CMAR selection process & City Permitting Process, inclusive of proposal review, attending interviews (max. of 3), and one (1) meeting with City of Prescott to discuss/determine final CMAR selection.

SERVICES

The basic services scope of work shall consist of the phases as outlined below and as defined in the attached Subconsultant Proposals.

Pre-Design/Programming (PG) Phase:

- Collection and Review of all applicable existing drawings (manual & AutoCAD format), reports, guidelines, City of Prescott Planning and Zoning Requirements, COP/Fire Department design and material/system requirements/standards, utility maps, and other applicable information as deemed necessary.
- Development of site boundary & topo survey.
- Attend (1) Programming Meeting with involved City of Prescott/Fire Department Staff, to confirm program and document any required program modifications for development in the Schematic Design Phase.
- Review and update project design schedule.

Deliverables: Written Program Confirmation Summary, Update Design Schedule if applicable, Program Confirmation Meeting Minutes.

Schematic Design (SD) Phase:

Based on the approved Programming, the Architect shall proceed with the Schematic Design Phase consisting of the following:

- Development of Geotechnical Report.
- Develop two (2) preliminary site plan design options.
- Develop two (2) preliminary floor plan design options (based on the Owner provided list of requested modifications to the approved COP Fire Station Program/Design/Drawings based on the approved Program and space needs.
- One (1) meeting with COP/FD staff to review preliminary site & floor plan options.
- Based on the approved conceptual site plan, floor plan, Architect will develop SD level architectural drawings consisting of site plan, floor plan, roof plan, exterior elevations, major overall building sections and a 3-D building model rendering, exterior fly-around and interior fly-around of major spaces.
- Develop preliminary Building Engineering Narratives (Structural, Mechanical/Plumbing, Electrical, Fire Sprinkler, select Special Systems, and Traffic/Street Lighting).
- SD level Civil Engineering plans
- SD level Landscape Architecture plans
- Four (4) client design input/coordination/review meetings.
 - Confirmation of conceptual design site & floor plan modifications.
 - Conceptual design site & floor plan modifications input/review meeting.
 - Draft SD Submittal input/review meeting.
 - Final SD Phase Submittal input/review meeting.

- Coordination with applicable City of Prescott/FD representatives and Design Team.
- Coordination and two (2) meetings with CMAR & City of Prescott/FD to review CMAR cost estimate, constructability, and SD level design/system/material options. (may be combined with other meeting or conducted through a virtual format such as teams)
- Two (2) presentation meetings: one (1) with City of Prescott Planning & Zoning/Design Review and one (1) with senior management staff.
- Review and update project design schedule & preliminary code/zoning analysis.
- Submit City of Prescott Pre-application & attend Pre-Application Meeting.

Deliverables: Preliminary Civil grading & drainage plan, preliminary drainage report & utility plans, preliminary horizontal control plan; Landscape native plant inventory & salvage plan, preliminary hardscape/landscape plan, landscape/hardscape, color & material board; preliminary engineering design narratives (Structural Engineering, Mechanical/Plumbing Engineering, Electrical Engineering, Fire Sprinkler Engineering, Traffic/Street lighting and select Special Systems Design, SD level Architectural Drawings (site plan, floor plan, colored exterior elevations, overall building sections, roof plan, colored 3-D exterior sketch-up model rendering - inclusive of exterior fly-around and interior fly-around of major spaces, Interior/Exterior color & material board, preliminary furniture & equipment plan), and preliminary code/zoning analysis, site context map & photographs.

Design Development (DD) Phase:

Based upon the approved Schematic Design Documents, the Architect shall proceed with the Design Development Phase consisting of the following:

- Develop DD level Architectural Drawings based on approved SD submittal consisting of dimensioned site plan, floor plan, enlarged floor plans, exterior elevations, roof plans, reflected ceiling plans, major building sections, typical wall sections, wall types, preliminary door & window schedules/details, preliminary millwork details, preliminary interior finish schedule, preliminary FF&E schedule/responsibility matrix, preliminary major area interior elevations.
-
- Develop DD level Engineering/Consultant Drawings based on approved SD submittal.
- Develop DD level Specifications.
- Develop and refine interior and exterior color, material, and finish selections.
- Initial FF&E Selection Process.
- City of Prescott Site Plan/Design Review 1st Submittal.
- One (1) City of Prescott Site Plan/Design Comment Review Meeting.
- City of Prescott Site Plan/Design Review Re-submittal & Approval.
- Identify and document any differences from the approved Schematic Design Submittal.
- Coordination and two (2) meetings with CMAR & City of Prescott/FD to review CMAR cost estimate, constructability, and DD level design/system/material options.
- One (1) presentation meeting with City of Prescott senior management staff.

- Review and update project design schedule (if required).
- Review and refine preliminary code/zoning analysis (if required).
- Preliminary Utility Company coordination/project notification.
- Coordination with City of Prescott FD & Design Team for Dispatch Alerting System.
- Coordination with applicable City of Prescott/FD & CMAR representatives.
- A total of three (3) input/coordination/review meetings with the design team engineers the CMAR and the City of Prescott personnel responsible for the specific building system being discussed per workshop including:
 - Architectural & Interior Design
 - Structural Engineering Design
 - Mechanical/Plumbing/Fire Protection Design
 - Electrical Design
 - Low voltage/Special Systems Design
 - Civil/Landscape/Street Lighting/Traffic input/review meeting

Deliverables: DD Drawings/Documents consisting of: Architectural, Structural Engineering, Mechanical/Plumbing Engineering, Electrical Engineering, Fire Sprinkler Engineering, Landscape/hardscape Design, and Civil Engineering Drawings/Documents, Traffic/Street Lighting Plans, Draft DD level Specifications and select Special Systems.

Construction Documents (CD) Phase (95% & 100%)

Based upon the approved Design Development Documents, the Architect shall proceed with the Construction Document Phase consisting of the following:

- Develop CD level Architectural Drawings based on approved DD submittal, appropriate for the City of Prescott Building Permit Review.
- Develop CD level Engineering/Consultant Drawings based on approved DD submittal, appropriate for the City of Prescott Building Permit Review.
- Final FF&E Selections.
- Develop CD level Specifications & calculations, inclusive of door hardware specifications, appropriate for the City of Prescott Building Permit Review.
- Incorporate City of Prescott specifications from A/E, FM & IT Departments into Project specifications, as applicable.
- Final Utility coordination.
- Final Coordination with City of Prescott FD & Design Team for Dispatch Alerting System.
- Specifications shall be developed utilizing customized spec database call "C-Specs Guide Specifications System."
- Four (4) client design input/coordination/review meetings
- One (1) presentation meeting with City of Prescott Senior Management staff.
- Basic Services includes the utilization of a heavy duty, stainless steel residential hood system, but does not include the design of type 1 fire suppression system at kitchen hood.

- Typically, sway bracing calculations are not required and are not included in Basic Service. Fire Sprinkler Engineering includes general universal sway bracing details.
- Coordination with applicable City of Prescott/FD, CMAR representatives and Design Team.
- Coordination and two (2) meetings with CMAR for bid clarifications and review of CMAR cost estimates/GMP.
- Building Permit Process
 - Submit Plans/Documents for Building Permit Review.
 - Pick-up review comment/redlines as required.
 - Resubmit Plans/Documents for approval.

Deliverables: CD (95% & 100% Submittals) Architecture/Interior Design, Structural Engineering, Mechanical & Plumbing Engineering, Electrical Engineering, Fire Sprinkler Design & Flow Test, Civil Engineering, Specification Writing, Landscape Architecture, Traffic/Street Light Design, and Special Systems Design.

Construction Administration (CA) Phase: Begins when Permits are pulled and includes the following Construction Administration services based on a “CMAR Delivery Method” construction process:

- (24) Architect's Site Visits/Progress Meetings with Reports (based on Bi-weekly site visits/ and (24) Architect's Virtual Progress Meetings alternating Bi-weekly for estimated 11-month construction schedule).
- Engineering Disciplines' Construction Administration includes Site Visits/Progress meetings with reports per consultant. See Consultant Summary for quantity of visits.
- Architectural Clarifications/RFI Responses.
- Assistance with the review of Change Order/Proposal Request.
- Architectural Shop Drawing and Submittal reviews.
- Assist Owner with review of monthly pay applications.
- (2) Architectural Punch-List Inspections: one (1) to establish Substantial Completion & one (1) for Final Acceptance of the Project.
- A Special Structural Inspection and Geotechnical Testing Allowance has been established for this project for Special inspections as required per the Building Code City of Prescott Building Department and the geotechnical report. The services required will vary depending on the construction type of the project and contractor sequencing of work, but it is dependent on Contractor and Field Operations. The work is typically billed on a per/inspection visit as required by the Contractor's construction sequence and is being proposed as a 3rd party Special Structural Inspection Firm under this Contract.
- Review of Operations and Maintenance Manuals prepared/provided by Contractor.

Warranty Follow-Up (WF) Phase: Begins after C of O and includes responses to questions during the 2-year warranty period and one (1) 22-month warranty follow-up meeting with Contractor & City of Prescott/FD.

Additional Services shall include the following UPON the Owner's Request:

As-Built CAD Record Drawings (AB): As-built (CAD) Record drawings depicting Architectural, Structural, Mechanical/Plumbing, Electrical, Special Systems, Fire Sprinkler, Civil and Landscape/Irrigation construction field modifications as field documented/provided by the CMAR

Construction Staking: The A/E shall provide survey control/construction staking for use by the Contractor during construction.

Temporary Facilities: Design or layout of temporary facilities or trailers.

Environmental Studies: Environmental studies required for the purchase of property or any other reason.

Additional or Optional Engineering/Consultants: All Engineering/Consultants not previously included under Basic Services, and consultants, including but not limited to Construction & Material Testing, Civil Off-Site Utility and/or Street Design (except as noted), off-site Civil Retention/Drainage Easements and Exhibits (except as noted), Storm Water/Flood Plain Studies, Environmental Studies, Drainage Channel and/or Box Culvert/Crossings Design, full Interior Design, Traffic Engineering/Analysis and/or Traffic Counts, or Specialized Design consultants other than those outlined here in are included in basic services. The Architect shall coordinate and provide background drawings electronically as requested for this specific project use.

Zoning Changes, Use Permits, Variances, Etc.: Services required to obtain zoning changes, use permits, variances, etc. if found to be required; beyond defined above.

COMPENSATION

For Basic Architectural and Engineering Services the Owner shall compensate the Architect as follows:

Architectural Services (Perlman Architects):

Pre-Design/Programming (PG) Phase:	\$ 12,612.00
Schematic Design (SD) Phase:	\$ 72,480.00
Design Development (DD) Phase:	\$102,124.00
Construction Documents (CD) Phase:	\$126,840.00
Permit & CMAR GMP Assistance Review:	\$ 4,320.00
Construction Administration (CA) Phase:	\$104,192.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services

Subtotal Architectural Services: \$422,568.00

Consultant Services:

Geotechnical Report (ETC Inc.): \$ 5,750.00

Structural Engineering: (Simply Structural)

Schematic Design (SD) Phase:	\$ 7,000.00
Design Development (DD) Phase:	\$ 10,000.00
Construction Documents (CD) Phase:	\$ 11,000.00
Construction Administration (CA) Phase :	\$ 4,000.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services

Subtotal Structural Services: \$32,000.00

Mechanical/Plumbing Engineering: (AME)

Pre-Design/Programming (PG) Phase:	\$ 1,630.20
Schematic Design (SD) Phase:	\$ 5,033.60
Design Development (DD) Phase:	\$ 9,209.20
Construction Documents (CD) Phase:	\$ 11,554.40
Construction Administration (CA) Phase:	\$ 11,754.60
Warranty Follow-up (WF) Phase:	Included in CA Phase Services

Subtotal Mechanical/Plumbing Services: \$ 39,182.00

Electrical Engineering: (Akribis Engineering)

Pre-Design/Programming (PG) Phase:	\$ 1,440.00
Schematic Design (SD) Phase:	\$ 4,580.00
Design Development (DD) Phase:	\$ 12,940.00
Construction Documents (CD) Phase:	\$ 12,140.00
Construction Administration (CA) Phase :	\$ 7,160.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services
Subtotal Electrical Services:	\$ 38,260.00

Fire Sprinkler (EJ Engineering)

Pre-Design/Programming (PG) Phase:	\$ 575.00
Schematic Design (SD) Phase:	\$ 1,013.00
Design Development (DD) Phase:	\$ 3,074.00
Construction Documents (CD) Phase:	\$ 3,854.00
Construction Administration (CA) Phase:	\$ 6,764.00
Fire Flow Test:	\$ 1,418.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services
Subtotal Fire Protection Services:	\$ 16,698.00

Civil Engineering: (Civil Design Solutions)

Pre-Design/Programming (PG) Phase:	\$ 17,494.00
Schematic Design (SD) Phase:	\$ 13,535.00
Design Development (DD) Phase:	\$ 12,160.00
Construction Documents (CD) Phase:	\$ 28,635.00
Construction Administration (CA) Phase:	\$ 11,330.00
Basis of Design Reports:	\$ 7,750.00
Traffic Impact Statement:	\$ 18,435.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services
Subtotal Civil Services:	\$109,339.00

Specification Writing (SASC-Hayes Consulting LLC):

Schematic Design (SD) Phase:	\$ 971.52
Design Development (DD) Phase:	\$ 6,663.36
Construction Documents (CD) Phase:	\$ 12,619.20
Subtotal Specification Services:	\$ 20,254.08

Landscape Architecture: (LVA Design)

Pre-Design/Programming (PG) Phase:	\$ 1,815.00	
Schematic Design (SD) Phase:	\$ 4,455.00	
Design Development (DD) Phase:	\$ 6,600.00	
Construction Documents (CD) Phase:	\$ 8,910.00	
Construction Administration (CA) Phase:	\$ 3,960.00	
Warranty Follow-up (WF) Phase:		Included in CA Phase Services
Subtotal Landscape Services :	\$ 25,740.00	

Street Lighting (Wright Engineering):

Street Lighting Design:	\$ 7,580.00
HAWK Traffic Signal Design	\$ 17,270.00
Subtotal Street Lighting Design Services:	\$ 24,850.00

Special Systems Design (The 2728 Group):

Schematic Design (SD) Phase:	\$ 3,420.00	
Design Development (DD) Phase:	\$ 9,760.03	
Construction Documents (CD) Phase:	\$ 4,480.00	
Construction Administration (CA) Phase:	\$ 2,880.01	
Warranty Follow-up (WF) Phase:		Included in CA Phase Services
Subtotal Special Systems Design Services:	\$ 20,540.04	

Total Consultant Basic Services Fee:	\$332,613.12
Total Architectural/Consultant Basic Services Fee:	\$755,181.12

For Optional Architectural and Engineering Services the Owner shall compensate the Architect as follows, upon mutual approval:

Architecture (Perlman Architects)

As-Built Record Drawings (AB) Phase: \$ 4,630.00

Structural Engineering (Simply Structural)

As-Built Record Drawings (AB) Phase: \$ 800.00

Mechanical/Plumbing Engineering (AME)

As-Built Record Drawings (AB) Phase: \$ 3,003.00

Electrical Engineering (Akrabis Engineering)

As-Built Record Drawings (AB) Phase: \$ 3,750.00

Fire Sprinkler (EJ Engineering)

As-Built Record Drawings (AB) Phase: \$ 1,096.00

Civil Engineering (Civil Design Solutions)

As-Built Record Drawings (AB) Phase: \$ 1,990.00

Legal Descriptions with Exhibits: \$ 1,584.00

YCESU Construction Services: \$ 10,340.00

Off-site Roadway Improvements \$ 18,430.00

Off-site Roadway Construction Administration \$ 10,030.00

Minor Lot Division \$ 5,047.00

Lot Combination Plat \$ 5,047.00

Traffic Counts: \$ 3,000.00

Subtotal Optional Civil Engineering Design Services: \$ 55,468.00

Landscape (LVA Design)

As-Built Record Drawings (AB) Phase: \$ 1,650.00

Special Systems Design (The 2728 Group):

As-Built Record Drawings (AB) Phase: \$ 960.02

Special Structural Inspections Allowance (ETC Inc.): \$ 20,000.00

Geotechnical Materials Inspections (ETC Inc.) \$ 20,520.00

Total Architectural/Consultant Optional Services Fee: \$111,877.02

Total Architectural/Consultant Basic +Optional Services Fee: \$867,058.14

Reimbursable Expense Allowance: \$ 20,000.00

Owner's Allowance: \$ 20,000.00

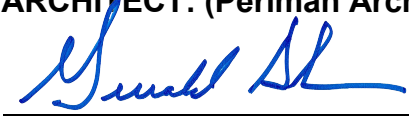
Grand Total Basic + Optional Services + Reimb. Exp. Allowance Fee: \$907,058.14

OWNER:

(Signature) (Date)

(Printed name and title)

ARCHITECT: (Perlman Architects of AZ, Inc.)



(Signature) 10-14-2025 (Date)

Gerrald Adams, Director LEED AP

(Printed name and title)



A/E SCOPE OF SERVICES & FEE PROPOSAL

AGREEMENT made as of the 14th Day of October, 2025 Rev. 1

Perlman Architects Project No. 325020

BETWEEN the OWNER:

City of Prescott Purchasing Division
201 N. Montezuma Street
Prescott, AZ 86301
Jaimie Sventek, Contracts Coordinator
Thomas Burchfield, Capital Project Manager
928-777-1408

and the ARCHITECT:

Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012
Gerrald Adams, Director
480-951-5900

PROJECT

Name: City of Prescott Fire Station No. 76
Location: Sundog Ranch Road & Prescott Lakes Parkway, Prescott, Arizona 86301
Description: Architectural and Engineering Services required for the City of Prescott Approvals and Permits based on the scope of services below.

PROJECT SCOPE

Project consists of a single- or two-story building, approximately 14,000sf/ 3 to 4-Bay Fire Station double-deep, drive-thru bays, 8-10 dorms and the typical spaces and uses generally expected in a fire station. The facility is to be located at Sundog Ranch Road & Prescott Lakes Parkway, Prescott, AZ. The proposed project building program requirements will be based on the existing City of Prescott Fire Department Scope and Design Requirements provided in the Request for services. The project site program requirements will consist of staff (1.5–2 x shift count) & public parking areas, vehicular driveways, pedestrian sidewalks/ hardscape, landscape/ irrigation, on-site grading & retention, on-site utilities and connections, site fencing/ gates/access controls, Standby Generator (if possible), trash enclosure, site lighting. Vehicular ingress and Fire Station response egress will be from Phippen Roundabout.

In addition, the project programming/design requirements shall conform to the City of Prescott/FD Design Standards. Project shall conform to the applicable IBC Codes & Standards and applicable City of Prescott Amendments.

Proposed Architectural and Engineering services shall include the following disciplines and are based on a CMAR project delivery method: Architecture, Structural Engineering, Mechanical & Plumbing Engineering, Electrical Engineering, Fire Sprinkler Design, Civil Engineering, Specification Writing, Landscape Architecture, Geotechnical Report, Traffic/Street Light Design, and Special Systems Design. Basic Services also includes assisting City of Prescott with the CMAR selection process & City Permitting Process, inclusive of proposal review, attending interviews (max. of 3), and one (1) meeting with City of Prescott to discuss/determine final CMAR selection.

SERVICES

The basic services scope of work shall consist of the phases as outlined below and as defined in the attached Subconsultant Proposals.

Pre-Design/Programming (PG) Phase:

- Collection and Review of all applicable existing drawings (manual & AutoCAD format), reports, guidelines, City of Prescott Planning and Zoning Requirements, COP/Fire Department design and material/system requirements/standards, utility maps, and other applicable information as deemed necessary.
- Development of site boundary & topo survey.
- Attend (1) Programming Meeting with involved City of Prescott/Fire Department Staff, to confirm program and document any required program modifications for development in the Schematic Design Phase.
- Review and update project design schedule.

Deliverables: Written Program Confirmation Summary, Update Design Schedule if applicable, Program Confirmation Meeting Minutes.

Schematic Design (SD) Phase:

Based on the approved Programming, the Architect shall proceed with the Schematic Design Phase consisting of the following:

- Development of Geotechnical Report.
- Develop two (2) preliminary site plan design options.
- Develop two (2) preliminary floor plan design options based on the approved Program and space needs.
- One (1) meeting with COP/FD staff to review preliminary site & floor plan options.
- Based on the approved conceptual site plan, floor plan, Architect will develop SD level architectural drawings consisting of site plan, floor plan, roof plan, exterior elevations, major overall building sections and a 3-D building model rendering, exterior fly-around and interior fly-around of major spaces.
- Develop preliminary Building Engineering Narratives (Structural, Mechanical/Plumbing, Electrical, Fire Sprinkler, select Special Systems, and Traffic/Street Lighting).
- SD level Civil Engineering plans
- SD level Landscape Architecture plans
- Four (4) client design input/coordination/review meetings.
 - Confirmation of conceptual design site & floor plan modifications.
 - Conceptual design site & floor plan modifications input/review meeting.
 - Draft SD Submittal input/review meeting.
 - Final SD Phase Submittal input/review meeting.

- Coordination with applicable City of Prescott/FD representatives and Design Team.
- Coordination and two (2) meetings with CMAR & City of Prescott/FD to review CMAR cost estimate, constructability, and SD level design/system/material options.
- Coordination and two (2) meetings with CMAR & City of Prescott/FD to review CMAR cost estimate, constructability, and SD level design/system/material options. (may be combined with other meeting or conducted through a virtual format such as teams)
- Review and update project design schedule & preliminary code/zoning analysis.
- Submit City of Prescott Pre-application & attend Pre-Application Meeting.

Deliverables: Preliminary Civil grading & drainage plan, preliminary drainage report & utility plans, preliminary horizontal control plan; Landscape native plant inventory & salvage plan, preliminary hardscape/landscape plan, landscape/hardscape, color & material board; preliminary engineering design narratives (Structural Engineering, Mechanical/Plumbing Engineering, Electrical Engineering, Fire Sprinkler Engineering, Traffic/Street lighting and select Special Systems Design, SD level Architectural Drawings (site plan, floor plan, colored exterior elevations, overall building sections, roof plan, colored 3-D exterior sketch-up model rendering - inclusive of exterior fly-around and interior fly-around of major spaces, Interior/Exterior color & material board, preliminary furniture & equipment plan), and preliminary code/zoning analysis, site context map & photographs.

Design Development (DD) Phase:

Based upon the approved Schematic Design Documents, the Architect shall proceed with the Design Development Phase consisting of the following:

- Develop DD level Architectural Drawings based on approved SD submittal consisting of dimensioned site plan, floor plan, enlarged floor plans, exterior elevations, roof plans, reflected ceiling plans, major building sections, typical wall sections, wall types, preliminary door & window schedules/details, preliminary millwork details, preliminary interior finish schedule, preliminary FF&E schedule/responsibility matrix, preliminary major area interior elevations.
-
- Develop DD level Engineering/Consultant Drawings based on approved SD submittal.
- Develop DD level Specifications.
- Develop and refine interior and exterior color, material, and finish selections.
- Initial FF&E Selection Process.
- City of Prescott Site Plan/Design Review 1st Submittal.
- One (1) City of Prescott Site Plan/Design Comment Review Meeting.
- City of Prescott Site Plan/Design Review Re-submittal & Approval.
- Identify and document any differences from the approved Schematic Design Submittal.
- Coordination and two (2) meetings with CMAR & City of Prescott/FD to review CMAR cost estimate, constructability, and DD level design/system/material options.

- One (1) presentation meeting with City of Prescott senior management staff.
- Review and update project design schedule (if required).
- Review and refine preliminary code/zoning analysis (if required).
- Preliminary Utility Company coordination/project notification.
- Coordination with City of Prescott FD & Design Team for Dispatch Alerting System.
- Coordination with applicable City of Prescott/FD & CMAR representatives.
- A total of three (3) input/coordination/review meetings with the design team engineers the CMAR and the City of Prescott personnel responsible for the specific building system being discussed per workshop including:
 - Architectural & Interior Design
 - Structural Engineering Design
 - Mechanical/Plumbing/Fire Protection Design
 - Electrical Design
 - Low voltage/Special Systems Design
 - Civil/Landscape/Street Lighting/Traffic input/review meeting

Deliverables: DD Drawings/Documents consisting of: Architectural, Structural Engineering, Mechanical/Plumbing Engineering, Electrical Engineering, Fire Sprinkler Engineering, Landscape/hardscape Design, and Civil Engineering Drawings/Documents, Traffic/Street Lighting Plans, Draft DD level Specifications and select Special Systems.

Construction Documents (CD) Phase (95% & 100%)

Based upon the approved Design Development Documents, the Architect shall proceed with the Construction Document Phase consisting of the following:

- Develop CD level Architectural Drawings based on approved DD submittal, appropriate for the City of Prescott Building Permit Review.
- Develop CD level Engineering/Consultant Drawings based on approved DD submittal, appropriate for the City of Prescott Building Permit Review.
- Final FF&E Selections.
- Develop CD level Specifications & calculations, inclusive of door hardware specifications, appropriate for the City of Prescott Building Permit Review.
- Incorporate City of Prescott specifications from A/E, FM & IT Departments into Project specifications, as applicable.
- Final Utility coordination.
- Final Coordination with City of Prescott FD & Design Team for Dispatch Alerting System.
- Specifications shall be developed utilizing customized spec database call "C-Specs Guide Specifications System."
- Four (4) client design input/coordination/review meetings
- One (1) presentation meeting with City of Prescott Senior Management staff.

- Basic Services includes the utilization of a heavy duty, stainless steel residential hood system, but does not include the design of type 1 fire suppression system at kitchen hood.
- Typically, sway bracing calculations are not required and are not included in Basic Service. Fire Sprinkler Engineering includes general universal sway bracing details.
- Coordination with applicable City of Prescott/FD, CMAR representatives and Design Team.
- Coordination and two (2) meetings with CMAR for bid clarifications and review of CMAR cost estimates/GMP.
- Building Permit Process
 - Submit Plans/Documents for Building Permit Review.
 - Pick-up review comment/redlines as required.
 - Resubmit Plans/Documents for approval.

Deliverables: CD (95% & 100% Submittals) Architecture/Interior Design, Structural Engineering, Mechanical & Plumbing Engineering, Electrical Engineering, Fire Sprinkler Design & Flow Test, Civil Engineering, Specification Writing, Landscape Architecture, Traffic/Street Light Design, and Special Systems Design.

Construction Administration (CA) Phase: Begins when Permits are pulled and includes the following Construction Administration services based on a “CMAR Delivery Method” construction process:

- (24) Architect’s Site Visits/Progress Meetings with Reports (based on Bi-weekly site visits/ and (24) Architect’s Virtual Progress Meetings alternating Bi-weekly for estimated 11-month construction schedule).
- Engineering Disciplines’ Construction Administration includes Site Visits/Progress meetings with reports per consultant. See Consultant Summary for quantity of visits.
- Architectural Clarifications/RFI Responses.
- Assistance with the review of Change Order/Proposal Request.
- Architectural Shop Drawing and Submittal reviews.
- Assist Owner with review of monthly pay applications.
- (2) Architectural Punch-List Inspections: one (1) to establish Substantial Completion & one (1) for Final Acceptance of the Project.
- A Special Structural Inspection and Geotechnical Testing Allowance has been established for this project for Special inspections as required per the Building Code City of Prescott Building Department and the geotechnical report. The services required will vary depending on the construction type of the project and contractor sequencing of work, but it is dependent on Contractor and Field Operations. The work is typically billed on a per/inspection visit as required by the Contractor’s construction sequence and is being proposed as a 3rd party Special Structural Inspection Firm under this Contract.
- Review of Operations and Maintenance Manuals prepared/provided by Contractor.

Warranty Follow-Up (WF) Phase: Begins after C of O and includes responses to questions during the 2-year warranty period and one (1) 22-month warranty follow-up meeting with Contractor & City of Prescott/FD.

Additional Services shall include the following UPON the Owner's Request:

As-Built CAD Record Drawings (AB): As-built (CAD) Record drawings depicting Architectural, Structural, Mechanical/Plumbing, Electrical, Special Systems, Fire Sprinkler, Civil and Landscape/Irrigation construction field modifications as field documented/provided by the CMAR

Construction Staking: The A/E shall provide survey control/construction staking for use by the Contractor during construction.

Temporary Facilities: Design or layout of temporary facilities or trailers.

Environmental Studies: Environmental studies required for the purchase of property or any other reason.

Additional or Optional Engineering/Consultants: All Engineering/Consultants not previously included under Basic Services, and consultants, including but not limited to Construction & Material Testing, Civil Off-Site Utility and/or Street Design (except as noted), off-site Civil Retention/Drainage Easements and Exhibits (except as noted), Storm Water/Flood Plain Studies, Environmental Studies, Drainage Channel and/or Box Culvert/Crossings Design, full Interior Design, Traffic Engineering/Analysis and/or Traffic Counts, or Specialized Design consultants other than those outlined here in are included in basic services. The Architect shall coordinate and provide background drawings electronically as requested for this specific project use.

Zoning Changes, Use Permits, Variances, Etc.: Services required to obtain zoning changes, use permits, variances, etc. if found to be required; beyond defined above.

COMPENSATION

For Basic Architectural and Engineering Services the Owner shall compensate the Architect as follows:

Architectural Services (Perlman Architects):

Pre-Design/Programming (PG) Phase:	\$ 12,612.00
Schematic Design (SD) Phase:	\$ 72,480.00
Design Development (DD) Phase:	\$102,124.00
Construction Documents (CD) Phase:	\$126,840.00
Permit & CMAR GMP Assistance Review:	\$ 4,320.00
Construction Administration (CA) Phase:	\$104,192.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services

Subtotal Architectural Services: \$422,568.00

Consultant Services:

Geotechnical Report (ETC Inc.): \$ 5,800.00

Structural Engineering: (Simply Structural)

Schematic Design (SD) Phase:	\$ 6,000.00
Design Development (DD) Phase:	\$ 9,000.00
Construction Documents (CD) Phase:	\$ 9,400.00
Construction Administration (CA) Phase :	\$ 3,600.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services

Subtotal Structural Services: \$28,000.00

Mechanical/Plumbing Engineering: (AME)

Pre-Design/Programming (PG) Phase:	\$ 1,630.20
Schematic Design (SD) Phase:	\$ 5,033.60
Design Development (DD) Phase:	\$ 9,209.20
Construction Documents (CD) Phase:	\$ 11,554.40
Construction Administration (CA) Phase:	\$ 11,754.60
Warranty Follow-up (WF) Phase:	Included in CA Phase Services

Subtotal Mechanical/Plumbing Services: \$ 39,182.00

Electrical Engineering: (Akribis Engineering)

Pre-Design/Programming (PG) Phase:	\$ 1,440.00
Schematic Design (SD) Phase:	\$ 4,580.00
Design Development (DD) Phase:	\$ 12,940.00
Construction Documents (CD) Phase:	\$ 12,140.00
Construction Administration (CA) Phase :	\$ 7,160.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services
Subtotal Electrical Services:	\$ 38,260.00

Fire Sprinkler (EJ Engineering)

Pre-Design/Programming (PG) Phase:	\$ 575.00
Schematic Design (SD) Phase:	\$ 1,013.00
Design Development (DD) Phase:	\$ 3,074.00
Construction Documents (CD) Phase:	\$ 3,854.00
Construction Administration (CA) Phase:	\$ 6,764.00
Fire Flow Test:	\$ 1,418.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services
Subtotal Fire Protection Services:	\$ 16,698.00

Civil Engineering: (Civil Design Solutions)

Pre-Design/Programming (PG) Phase:	\$ 16,403.00
Schematic Design (SD) Phase:	\$ 13,535.00
Design Development (DD) Phase:	\$ 12,160.00
Construction Documents (CD) Phase:	\$ 28,635.00
Construction Administration (CA) Phase:	\$ 11,330.00
Basis of Design Reports:	\$ 7,750.00
Traffic Impact Statement:	\$ 17,450.00
Warranty Follow-up (WF) Phase:	Included in CA Phase Services
Subtotal Civil Services:	\$ 107,263.00

Specification Writing (SASC-Hayes Consulting LLC):

Schematic Design (SD) Phase:	\$ 971.52
Design Development (DD) Phase:	\$ 6,663.36
Construction Documents (CD) Phase:	\$ 12,619.20
Subtotal Specification Services:	\$ 20,254.08

Landscape Architecture: (LVA Design)

Pre-Design/Programming (PG) Phase:	\$ 1,815.00	
Schematic Design (SD) Phase:	\$ 4,455.00	
Design Development (DD) Phase:	\$ 7,260.00	
Construction Documents (CD) Phase:	\$ 9,570.00	
Construction Administration (CA) Phase:	\$ 3,960.00	
Warranty Follow-up (WF) Phase:		Included in CA Phase Services
Subtotal Landscape Services :	\$ 27,060.00	

Street Lighting (Wright Engineering):

Street Lighting Design:	\$ 6,620.00
Pre-emption Traffic Signal Design	\$ 7,610.00
Subtotal Street Lighting Design Services:	\$ 14,230.00

Special Systems Design (The 2728 Group):

Schematic Design (SD) Phase:	\$ 3,420.00	
Design Development (DD) Phase:	\$ 9,320.01	
Construction Documents (CD) Phase:	\$ 4,200.01	
Construction Administration (CA) Phase:	\$ 2,880.01	
Warranty Follow-up (WF) Phase:		Included in CA Phase Services
Subtotal Special Systems Design Services:	\$ 19,820.03	

Total Consultant Basic Services Fee:	\$316,567.11
Total Architectural/Consultant Basic Services Fee:	\$739,135.11

For Optional Architectural and Engineering Services the Owner shall compensate the Architect as follows, upon mutual approval:

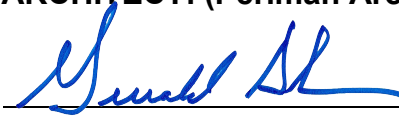
<u>Architecture (Perlman Architects)</u>	
As-Built Record Drawings (AB) Phase:	\$ 4,630.00
<u>Structural Engineering (Simply Structural)</u>	
As-Built Record Drawings (AB) Phase:	\$ 800.00
<u>Mechanical/Plumbing Engineering (AME)</u>	
As-Built Record Drawings (AB) Phase:	\$ 3,003.00
<u>Electrical Engineering (Akrabis Engineering)</u>	
As-Built Record Drawings (AB) Phase:	\$ 3,750.00
<u>Fire Sprinkler (EJ Engineering)</u>	
As-Built Record Drawings (AB) Phase:	\$ 1,096.00
<u>Civil Engineering (Civil Design Solutions)</u>	
As-Built Record Drawings (AB) Phase:	\$ 1,990.00
Legal Descriptions with Exhibits:	\$ 1,584.00
YCESU Construction Services:	\$ 10,340.00
Off-site Roadway Improvements	\$ 12,560.00
Off-site Roadway Construction Administration	\$ 10,030.00
Traffic Counts:	\$ 3,000.00
Subtotal Optional Civil Engineering Design Services:	\$ 39,504.00
<u>Landscape (LVA Design)</u>	
As-Built Record Drawings (AB) Phase:	\$ 1,650.00
<u>Special Systems Design (The 2728 Group):</u>	
As-Built Record Drawings (AB) Phase:	\$ 960.02
<u>Special Structural Inspections Allowance (ETC Inc.):</u>	\$ 20,000.00
<u>Geotechnical Materials Inspections (ETC Inc.)</u>	\$ 22,610.00
Total Architectural/Consultant Optional Services Fee:	\$ 98,003.02
Total Architectural/Consultant Basic +Optional Services Fee:	\$837,138.13
Reimbursable Expense Allowance:	\$ 20,000.00
Owner's Allowance:	\$ 20,000.00
Grand Total Basic + Optional Services + Reimb. Exp. Allowance Fee:	\$877,138.13

OWNER:

(Signature) (Date)

(Printed name and title)

ARCHITECT: (Perlman Architects of AZ, Inc.)

 10-14-2025

(Signature) (Date)

Gerrald Adams, Director LEED AP

(Printed name and title)



Fee Summary Matrix

Fire Stations No 72, 73, & 76

City of Prescott Multiple Fire Stations Architectural / Engineering Fee Breakdown

October 13, 2025 Rev. 1

Task by Facility													
Prescott Fire Station No. 72													
Architecture	Specifications (SASC)	Structural Engineering (Simply Structural)	Structural Special Allowances (ETC Inc.)	Mechanical/Plumbing Engineering (AME Engineering)	Electrical Engineering (Akrabis Engineering)	Fire Sprinkler Engineering (EJ Engineering)	Civil Engineering (CDS - Civil Design Solutions)	Landscape Architecture (VLA Design)	Geotechnical Engineering (ETC Inc.)	Traffic Signal & Street Light Engineering (Wright Engineering Corp)	Special Systems Design (The 27-28 Group)	Totals	
Site and Building Analysis /Feasibility Study Pre-Design/Programming (includes Topo/Boundary Survey) Schematic Design (30% Documents & Narratives) Design Development (60% Documents) Construction Documents (90% Documents) Permit & CMAR GMP Assistance Review Construction Administration / Warranty Follow-up Geotechnical Investigation with Report Fire Flow Test Basis of Design Reports Traffic Impact Statement Street Lighting Design	\$4,536.00 \$6,828.00 \$34,482.00 \$55,208.00 \$68,980.00 \$2,354.00 \$57,564.00	\$3,500.00 \$7,000.00 \$10,000.00 \$11,000.00 \$4,000.00	\$0.00	\$1,630.20 \$5,033.60 \$9,209.20 \$11,554.40 \$11,754.60	\$1,440.00 \$4,580.00 \$12,940.00 \$12,140.00 \$7,160.00	\$575.00 \$1,013.00 \$3,074.00 \$3,854.00 \$6,764.00 \$1,418.00	\$3,020.00 \$16,094.00 \$13,535.00 \$12,160.00 \$28,635.00 \$11,330.00 \$7,750.00 \$4,750.00	\$1,650.00 \$2,970.00 \$5,940.00 \$8,250.00 \$3,960.00	\$5,300.00	\$6,020.00	\$22,120.04	\$11,056.00	
												\$28,217.20	
												\$73,425.11	
												\$125,674.59	
												\$162,871.33	
												\$2,354.00	
												\$105,412.61	
												\$5,300.00	
												\$1,418.00	
												\$7,750.00	
												\$4,750.00	
												\$6,020.00	
												\$534,248.84	
												\$20,000.00	
\$554,248.84													
Optional Services Record CAD & As-Builts Legal Descriptions / Exhibits YCESU Construction Services Traffic Counts Geotechnical Materials Testing Special Structural Inspections	\$4,600.00	\$800.00	\$0.00	\$3,003.00	\$3,750.00	\$1,096.00	\$1,990.00 \$1,584.00 \$10,340.00 \$3,000.00	\$1,650.00	\$16,000.00	\$0.00	\$960.02	\$17,849.02	
												\$1,584.00	
												\$10,340.00	
												\$3,000.00	
												\$16,000.00	
												\$20,000.00	
Total A/E Optional Services Fee Total												\$68,773.02	
Owner's Allowance												\$20,000.00	
Grand Total A/E Basic + Optional Fees + Reimb. Exp. Allowance												\$643,021.86	

City of Prescott Multiple Fire Stations Architectural / Engineering Fee Breakdown

October 13, 2025 Rev. 1

Task by Facility		Architecture	Specifications (SASC)	Structural Engineering (Simply Structural)	Structural Special Allowances (ETC Inc.)	Mechanical/Plumbing Engineering (AME Engineering)	Electrical Engineering (Akribis Engineering)	Fire Sprinkler Engineering (EJ Engineering)	Civil Engineering (CDS - Civil Design Solutions)	Landscape Architecture (VLA Design)	Geotechnical Engineering (ETC Inc.)	Traffic Signal & Street Light Engineering (Wright Engineering Corp)	Special Systems Design (The 27-28 Group)	Totals	
Prescott Fire Station No. 73															
Pre-Design/Programming (includes Topo/Boundary Survey) Schematic Design (30% Documents & Narratives) Design Development (60% Documents) Construction Documents (90% Documents) Permit & CMAR GMP Assistance Review Construction Administration / Warranty Follow-up Geotechnical Investigation with Report Fire Flow Test Basis of Design Reports Traffic Impact Analysis Street Light Design HAWK Traffic Signal Design	\$12,612.00	\$971.52	\$7,000.00		\$1,630.20	\$1,440.00	\$575.00	\$17,494.00	\$1,815.00				\$3,420.00	\$35,566.20	
	\$72,480.00	\$6,663.36	\$10,000.00		\$5,033.60	\$4,580.00	\$1,013.00	\$13,535.00	\$4,455.00				\$9,760.03	\$112,488.12	
	\$102,124.00	\$12,619.20	\$11,000.00		\$9,209.20	\$12,940.00	\$3,074.00	\$12,160.00	\$6,600.00					\$172,530.59	
	\$126,840.00				\$11,554.40	\$12,140.00	\$3,854.00	\$28,635.00	\$8,910.00				\$4,480.00	\$220,032.60	
	\$4,320.00													\$4,320.00	
	\$104,192.00		\$4,000.00		\$11,754.60	\$7,160.00	\$6,764.00	\$11,330.00	\$3,960.00				\$2,880.01	\$152,040.61	
														\$5,750.00	
								\$1,418.00	\$7,750.00					\$1,418.00	
									\$18,435.00						\$7,750.00
															\$18,435.00
															\$7,580.00
															\$17,270.00
Basic Services Total	\$422,568.00	\$20,254.08	\$32,000.00	\$0.00	\$39,182.00	\$38,260.00	\$16,698.00	\$109,339.00	\$25,740.00	\$5,750.00	\$24,850.00	\$20,540.04		\$755,181.12	
Reimbursable Expense Allowance														\$20,000.00	
Total A/E Consultant Services														\$775,181.12	
Optional Services															
Record CAD & As-Builts Legal Descriptions / Exhibits YCESU Construction Services Off-site Roadway Improvements Off-site Roadway Construction Administration Minor Lot Division Lot Combination PLAT Traffic Counts Geotechnical Materials Testing Special Structural Inspections	\$4,630.00		\$800.00		\$3,003.00	\$3,750.00	\$1,096.00	\$1,990.00	\$1,650.00				\$960.02	\$17,879.02	
								\$1,584.00						\$1,584.00	
								\$10,340.00						\$10,340.00	
								\$18,430.00						\$18,430.00	
								\$10,030.00						\$10,030.00	
								\$5,047.00						\$5,047.00	
								\$5,047.00						\$5,047.00	
								\$3,000.00						\$3,000.00	
														\$20,520.00	
														\$20,000.00	
Total A/E Optional Services Fee Total	\$4,630.00	\$0.00	\$800.00	\$20,000.00	\$3,003.00	\$3,750.00	\$1,096.00	\$55,468.00	\$1,650.00	\$20,520.00	\$0.00	\$960.02	\$111,877.02		
Owner's Allowance														\$20,000.00	
Grand Total A/E Basic + Optional Fees + Reimb. Exp. Allowance															
\$907,058.14															

City of Prescott Multiple Fire Stations Architectural / Engineering Fee Breakdown

October 13, 2025 Rev. 1

Task by Facility													
Prescott Fire Station No. 76													
Architecture	Specifications (SASC)	Structural Engineering (Simply Structural)	Structural Special Allowances (ETC Inc.)	Mechanical/Plumbing Engineering (AME Engineering)	Electrical Engineering (Akribis Engineering)	Fire Sprinkler Engineering (EJ Engineering)	Civil Engineering (CDS - Civil Design Solutions)	Landscape Architecture (VLA Design)	Geotechnical Engineering (ETC Inc.)	Traffic Signal & Street Light Engineering (Wright Engineering Corp)	Special Systems Design (The 27-28 Group)	Totals	
Pre-Design/Programming (includes Topo/Boundary Survey) Schematic Design (30% Documents & Narratives) Design Development (60% Documents) Construction Documents (90% Documents) Permit & CMAR GMP Assistance Review Construction Administration / Warranty Follow-up Geotechnical Investigation with Report Fire Flow Test Basis of Design Reports Traffic Impact Analysis Street Light Design Pre-emption Traffic Signal Design	\$12,612.00 \$72,480.00 \$102,124.00 \$126,840.00 \$4,320.00 \$104,192.00	\$971.52 \$6,663.36 \$12,619.20	\$6,000.00 \$9,000.00 \$9,400.00 \$3,600.00	\$1,630.20 \$5,033.60 \$9,209.20 \$11,554.40 \$11,754.60	\$1,440.00 \$4,580.00 \$12,940.00 \$12,140.00 \$7,160.00	\$575.00 \$1,013.00 \$3,074.00 \$3,854.00 \$6,764.00 \$1,418.00	\$16,403.00 \$13,535.00 \$12,160.00 \$28,635.00 \$11,330.00 \$7,750.00 \$17,450.00	\$1,815.00 \$4,455.00 \$7,260.00 \$9,570.00 \$3,960.00	\$5,800.00 \$5,800.00	\$3,420.00 \$9,320.01 \$4,200.01 \$2,880.01	\$34,475.20 \$111,488.12 \$171,750.57 \$218,812.61 \$7,920.00 \$148,040.61 \$5,800.00 \$1,418.00 \$7,750.00 \$17,450.00 \$6,620.00 \$7,610.00		
Basic Services Total	\$422,568.00	\$20,254.08	\$28,000.00	\$0.00	\$39,182.00	\$38,260.00	\$16,698.00	\$107,263.00	\$27,060.00	\$5,800.00	\$19,820.03	\$739,135.11	
Reimbursable Expense Allowance												\$20,000.00	
Total A/E Consultant Services												\$759,135.11	
Optional Services													
Record CAD & As-Builts Legal Descriptions / Exhibits YCESU Construction Services Traffic Counts Off-site Roadway Improvements Off-site Roadway Construction Administration Geotechnical Materials Testing Special Structural Inspections	\$4,630.00	\$800.00	\$20,000.00	\$3,003.00	\$3,750.00	\$1,096.00	\$1,990.00 \$1,584.00 \$10,340.00 \$3,000.00 \$12,560.00 \$10,030.00	\$1,650.00	\$22,610.00 \$22,610.00	\$0.00	\$960.02	\$17,879.02 \$1,584.00 \$10,340.00 \$3,000.00 \$12,560.00 \$10,030.00 \$22,610.00 \$20,000.00	
Total A/E Optional Services Fee Total	\$4,630.00	\$0.00	\$800.00	\$3,003.00	\$3,750.00	\$1,096.00	\$39,504.00	\$1,650.00	\$22,610.00	\$0.00	\$960.02	\$98,003.02	
Owner's Allowance												\$20,000.00	
Grand Total A/E Basic + Optional Fees + Reimb. Exp. Allowance												\$877,138.13	



Consultant Scope Proposals

Fire Stations No 72, 73, & 76



AGREEMENT/PROPOSAL FOR SPECIFICATION WRITING SERVICES

Date: 19 September 2025

Client: Perlman Architects of Arizona, Inc.
2929 North Central Avenue, Suite 1600
Phoenix, Arizona 85012

Project: City of Prescott Fire Station No. 72
PAZ 325020 / SASC 25-265-8

- Construction Specifications
- Spec Masters
- Manufacturers Product Specifications
- Expert Witness
- Contract Administration
- Manufacturers Catalogs
- C-SPECSM Guide Specifications System

SASC – Hayes Consulting, LLC appreciates this opportunity to provide this Proposal for specification writing services. This proposal is based upon information received September 13, 2025.

SCOPE OF PROJECT: Project consists of the new 2-level Fire Station No. 72 to be located at 530 6th Street, Prescott, Arizona.

Proposal is based on preparation of a new ground-up fire station after the likely determination that the existing PEMB facility will be inadequate for remodel.

The new Fire Station includes approximately 14,000 SF with 3-4 Apparatus Bays, typical fire station interior spaces including Entry, Offices, Dorm Rooms, Dorm Shower facilities, Lockers, Turnout Gear Storage, Dayroom, Kitching and Dining area, Storage, Decon, IT, Laundry, Janitor closet, EMS Room, Exercise Room, MP&E spaces, circulation and other typical fire station spaces. Project includes associated site development t for the proposed site. It is assumed that the Project is NOT attempting LEED or similar environmental design certifications or goals with this Proposal excluding specification language and documents required to achieve LEED or similar goals. This Proposal is based on providing a single Project Manual. This Proposal does not include attendance to the Architects' regular team meetings. Services shall be in accordance with the attachments to this proposal.

TIME: Specifications for submittal(s) to be completed in accordance with a schedule mutually agreed upon by SASC – Hayes Consulting, LLC and Client. Information required prior to proceeding, including signed copy of this Proposal (or approved alternative), and schedule of delivery dates for Project Manual drafts shall be provided by the Client to SASC – Hayes Consulting, LLC at a time mutually agreed upon prior to due date of first draft. The schedule for this project is as follows:

- Schematic Design Phase: To be Determined
- Design Development: To be Determined
- Construction Documents Phase:
 - Drafts 90%: To be determined
 - Final Draft 100%: To be determined

COMPENSATION: The following fees are based upon scope of project as stated in this Proposal and are subject to conditions of the attachments to this Proposal:

• Schematic Design Phase:	\$971.52
• Design Development Phase:	\$6,663.36
• Construction Document Phase:	\$13,537.92
Total Fee:	\$21,172.80

SIGNATURES: If you find the services, fees, reimbursable costs billing policy and miscellaneous provisions as contained in this Proposal and attached appendices to be acceptable, please sign and return copy via email. The fully executed copy of this Proposal shall become the Architect/Consultant Agreement.

SIGNED:

Martin N. Hayes, Architect/CSI/CCS
Principal, SASC - Hayes Consulting, LLC

SIGNED:

Perlman Architects of Arizona, Inc.

SASC-Hayes Consulting, LLC
114140 W Bronco Trail
Surprise, AZ 85387
(480) 967-0088

e-mail:
mhayes@sascsouthwest.com

Attachments: Appendix A

APPENDIX A: STANDARD SERVICES

BASIC SERVICES: The following is to be provided by SASC - Hayes Consulting LLC based upon information received from the Client:

- A. Schematic Design Phase: Outline Specifications (annotated table of contents).
- B. Design Development Phase: Early draft copy of CD level specification sections.
- C. Contract Document Phase:
 - 1. Divisions 01 thru 14, Earthwork, Hardscape, and Architectural portions of Divisions 31, 32, and 33, and portions of Division 00 using the C-Specs™ Master Specification format. Project is anticipated to be constructed by a preselected Construction Manager (CMAR) with Division 00 Procurement and Contracting Requirements not required and not included in this Proposal. See "Additional Services" for items excluded from Basic Services.
 - 2. Two drafts are to be provided, one at 90% and one at 100%.
 - a. This Proposal allows for up to 10 percent revisions (Project design changes requiring revisions to specifications already prepared) of the completed specification work between each draft.
 - b. It is anticipated that the time between drafts shall not exceed 60 days.
 - c. Specification review comments shall be received at least 48 hours (excluding weekends) prior to final draft deadline.
 - d. **Additional drafts above and beyond the 2 drafts, revisions in excess of 10% between drafts, time between drafts exceeding 60 days and revisions to specifications received less than 48 hours prior to final draft deadline will be provided as an additional service.**
 - 3. Review and comment on drawings, as applicable to coordination of specification requirements.
 - 4. Coordination and communications with contractor, engineers and other consultants shall be the responsibility of Client.
 - a. Structural specification sections shall be reviewed by structural engineer and geotechnical engineer.
 - b. Civil, landscape, food service, mechanical, plumbing and electrical specifications are not included in the scope of the work provided by SASC - Hayes Consulting LLC except for one review of specifications provided by consultants for coordination with the architectural sections.
- D. Bidding and Negotiations: Not Required.
- E. Contract Administration: Not Required.

ADDITIONAL SERVICES: The following services will be additional to the Basic Services listed above and will be billed at the hourly rate. These services shall be approved by telephone/meeting with the Principal in Charge prior to commencement of the additional work.

- A. Schematic Phase:
 - 1. Peer review of schematic drawings.
 - 2. Preparation of preliminary CD specification packages.
- B. Design Development Phase:
 - 1. Peer review of design development or preliminary construction drawings.
- C. Contract Document Phase:
 - 1. Preparation of additional drafts above and beyond first and final drafts.
 - 2. Preparation of additional separate project manuals or packages for separate portions of the work not accounted for in this Proposal.
 - 3. Preparation of the Division 00 Procurement and Contracting documents.
 - 4. Revisions of the completed specification work in excess of 10 percent between each draft.
 - 5. Time between drafts exceeding 60 days.
 - 6. Revisions to specifications received less than 48 hours prior to final draft deadline
 - 7. Hardware schedules. These services are available as an uncompensated service by hardware suppliers.
 - 8. Fire sprinkler specifications which may be included in Division 13.
 - 9. Evaluation and selection of materials and methods at the contract document and construction administration phases beyond that normal for the preparation of the specifications.
 - 10. Archaeological work requirements, if included in the construction contract. Specifications for "basic" protection of the archeology on the site is included in Basic Services.
 - 11. Review and comment on drawings, other than that applicable to coordination of specification requirements.

12. Additional review and comment upon specifications prepared by Soil, Civil, Landscape, Irrigation, Structural Mechanical, Plumbing and Electrical consultants beyond the initial review for coordination with specifications prepared by SASC - Hayes Consulting, LLC.
 13. Printing of electronically provided consultant's specifications (i.e., MP&E, Low Voltage, Security, etc.). Client is responsible for collecting and collating specifications prepared by other consultants which are to be included in the completed Project Manual. SASC - Hayes Consulting, LLC cannot be responsible for other consultants who are under contract with the Architect.
- D. Bidding and Negotiations:
1. Research required to formulate responses to questions from bidders through Client.
 2. Review and evaluation of Prior Approval submittals.
 3. Preparation of Addenda items related to drawings.
- E. Contract Administration:
1. Review of submittals.
 2. Responses to questions from Contractor(s), other than limited clarifications.
 3. Preparation of Supplemental Instructions, Change Orders and similar documents.
 4. Project Closeout.
- F. Attendance at Building Committee, design team, pre-bid, pre-construction or other meetings which are not required for the preparation of the specifications.
- G. LEED Consulting Services. SASC - Hayes Consulting, LLC does not provide LEED consulting services as a LEED accredited professional but will include LEED required specification language and other LEED required specification sections within the Project Manual when included as part of the Scope of Services. These services are included only if specifically indicated as such in the description of work in the Scope of Project.
- H. Inspections: We will provide expanded services beyond the preparation of specifications, including the observation of product installation at the request of the Client as an additional service. Some specialized and discrete areas of inspections include roofing and finishes.
- I. Providing an electronic copy of the Project Manual on a diskette. This will be provided for record purposes only in .PDF format (Adobe Acrobat) and shall not be used by Client or Owner on a subsequent project without expressed written permission from SASC - Hayes Consulting LLC.
- J. The following Hourly Rates shall be used for additional services. These rates shall be renegotiated annually.
- | | |
|-----------------------|-------------------|
| Principal: | \$242.88 per hour |
| Specification Writer: | \$216.48 per hour |
| Administrative: | \$97.68 per hour |

EXCLUDED SERVICES: The following is specifically excluded from services provided by SASC - Hayes Consulting, LLC.

1. Editing or revising specifications prepared for the project by other consultants.
2. Formatting of electronically provided consultant's specifications to match specifications prepared by SASC - Hayes Consulting LLC. For obvious liability reasons, and as requested by our E&O Insurance Provider, SASC - Hayes Consulting, LLC cannot edit other consultant's specifications, even for minor format of headers and footers. SASC - Hayes Consulting, LLC will provide sample page format for other consultants to follow upon request.
3. Providing an electronic copy of the Project Manual in MS WORD, or other editable format.

INFORMATION REQUIRED PRIOR TO PROCEEDING:

- A. Contract Document Phase:
1. Program requirements and meeting minutes relating to building materials and systems.
 2. Design Development or Contract documents; including, but not limited to, site plans, floor plans, elevations, sections, details with notes, keynotes and door and finish schedules and listing of material and equipment requirements.
 3. General Structural Notes (if applicable).
 4. Geotechnical Report(s) (if applicable).
 5. Code Review documentation (if applicable).
 6. Meeting with Client prior to beginning of project to review project specification requirements, including but not limited to:
 - a. Shop drawing and submittal requirements.
 - b. Color and textures for finish materials. It shall be determined at this time if this information is to be included on drawings or specifications.
 - c. Specific products (manufacturer's cut sheets) to be specified.
 - d. Procedures to incorporate hardware schedules developed by hardware supplier/consultant(s).

- e. Requirements for coordination with other consultants (Soil, Civil, Landscape, Irrigation, Structural, Mechanical, Plumbing and Electrical) and procedures for specification review.
- f. Procedures for reviews of draft specifications by Client.

REIMBURSABLE COSTS: Included in Hourly Rate with the following exceptions:

- 1. Costs related to providing Certificates of Insurance
- 2. Travel Expenses, which include, but are not limited to:
 - a. Airline Tickets
 - b. Car Rental
 - c. Hotel Expenses
 - d. Meals

BILLING:

- A. A billing invoice will be sent monthly on the 1st of the month identifying this Project by the Client's Project number.
- B. Payment shall be made within 30 days of receipt of billing invoice, unless another schedule is mutually agreed to by SASC - Hayes Consulting LLC and Client.
- C. Payment to SASC - Hayes Consulting, LLC shall be made regardless of Client's receipt of payment from Owner (Architects Client). Payment to SASC - Hayes Consulting, LLC is not dependent upon payment from the Owner.
- D. Interest on Past Due Amounts: The balance of the invoice amount shall be due 30 days after the date of the invoice. SASC - Hayes Consulting LLC shall reserve the right to add a delinquency charge of 1.8% per month on all past due amounts, until paid in full, which is an annual percentage of 21.6%.

MISCELLANEOUS PROVISIONS:

- A. Information and fees provided herein are valid for 6 months from date of this proposal and will be renegotiated after that time. All phases of project will be completed in a timely manner. If a period of more than 6 months elapses between phases, fees will be subject to renegotiation.
- B. Client shall have FINAL AUTHORITY for the contents of the Project Manual, with SASC - Hayes Consulting LLC acting as a bonafide employee in accordance with the interpretations of the Arizona State Board of Technical Registration.
- C. Professional Liability:
 - 1. Client shall have FINAL AUTHORITY for the contents of the Project Manual. SASC - Hayes Consulting LLC shall be accountable to Client for the specification consultation services provided.
 - 2. Limitation: To the maximum extent permitted by law, the Client agrees to limit SASC - Hayes Consulting LLC's liability for the Client's damages to the sum of SASC - Hayes Consulting LLC's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- D. Compensation is based upon providing services for all phases listed under "Compensation." It is anticipated that work provided under a prior phase will reduce the effort required for the remaining phases and the compensation stated for the following phases reflects this reduction. If one or more phases are deleted from the project, the compensation for the remaining phases shall be adjusted accordingly by an amendment to this agreement.
- E. Deliveries: Cost of deliveries from SASC - Hayes Consulting LLC to Client are included in "Compensation." Cost of deliveries from Client to SASC - Hayes Consulting LLC shall be borne by the Client at no expense to SASC - Hayes Consulting LLC
- F. Copy of Documents: A file copy of the completed Contract Documents shall be delivered to SASC - Hayes Consulting LLC from the Client at no expense to SASC - Hayes Consulting LLC

END OF APPENDIX A





AGREEMENT/PROPOSAL FOR SPECIFICATION WRITING SERVICES

Date: 19 September 2025

Client: Perlman Architects of Arizona, Inc.
2929 North Central Avenue, Suite 1600
Phoenix, Arizona 85012

Project: City of Prescott Fire Station No. 73
PAZ 325020 / SASC 25-265-9

- Construction Specifications
- Spec Masters
- Manufacturers Product Specifications
- Expert Witness
- Contract Administration
- Manufacturers Catalogs
- C-SPECS™ Guide Specifications System

SASC – Hayes Consulting, LLC appreciates this opportunity to provide this Proposal for specification writing services. This proposal is based upon information received September 13, 2025.

SCOPE OF PROJECT: Project consists of the new 2-level Fire Station No. 73 to be located at Phippen Roundabout/Constellation Trailhead, Prescott, Arizona. Proposal is based on preparation of a new ground-up fire station. The new Fire Station includes approximately 13,800-14,800 SF with 3-4 Apparatus Bays, typical fire station interior spaces including Entry, Offices, Dorm Rooms, Dorm Shower facilities, Lockers, Turnout Gear Storage, Dayroom, Kitching and Dining area, Storage, Decon, IT, Laundry, Janitor closet, EMS Room, Exercise Room, Community Room, MP&E spaces, circulation and other typical fire station spaces. Project includes associated site development for the proposed site. It is assumed that the Project is NOT attempting LEED or similar environmental design certifications or goals with this Proposal excluding specification language and documents required to achieve LEED or similar goals. This Proposal is based on providing a single Project Manual. This Proposal does not include attendance to the Architects' regular team meetings. Services shall be in accordance with the attachments to this proposal.

TIME: Specifications for submittal(s) to be completed in accordance with a schedule mutually agreed upon by SASC – Hayes Consulting, LLC and Client. Information required prior to proceeding, including signed copy of this Proposal (or approved alternative), and schedule of delivery dates for Project Manual drafts shall be provided by the Client to SASC – Hayes Consulting, LLC at a time mutually agreed upon prior to due date of first draft. The schedule for this project is as follows:

- | | |
|---------------------------------|------------------------------------|
| • Schematic Design Phase: | To be Determined |
| • Design Development: | To be Determined |
| • Construction Documents Phase: | |
| | Drafts 90%: To be determined |
| | Final Draft 100%: To be determined |

COMPENSATION: The following fees are based upon scope of project as stated in this Proposal and are subject to conditions of the attachments to this Proposal:

• Schematic Design Phase:	\$971.52
• Design Development Phase:	\$6,663.36
• Construction Document Phase:	\$12,619.20
Total Fee:	\$20,254.08

SIGNATURES: If you find the services, fees, reimbursable costs billing policy and miscellaneous provisions as contained in this Proposal and attached appendices to be acceptable, please sign and return copy via email. The fully executed copy of this Proposal shall become the Architect/Consultant Agreement.

SIGNED:

Martin N. Hayes, Architect/CSI/CCS
Principal, SASC - Hayes Consulting, LLC

SIGNED:

Perlman Architects of Arizona, Inc.

SASC-Hayes Consulting, LLC
114140 W Bronco Trail
Surprise, AZ 85387
(480) 967-0088

e-mail:
mhayes@sascsouthwest.com

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APPENDIX A: STANDARD SERVICES

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- C. Contract Document Phase:
 - 1. Divisions 01 thru 14, Earthwork, Hardscape, and Architectural portions of Divisions 31, 32, and 33, and portions of Division 00 using the C-Specs™ Master Specification format. Project is anticipated to be constructed by a preselected Construction Manager (CMAR) with Division 00 Procurement and Contracting Requirements not required and not included in this Proposal. See "Additional Services" for items excluded from Basic Services.
 - 2. Two drafts are to be provided, one at 90% and one at 100%.
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 - 3. Review and comment on drawings, as applicable to coordination of specification requirements.
 - 4. Coordination and communications with contractor, engineers and other consultants shall be the responsibility of Client.
 - a. Structural specification sections shall be reviewed by structural engineer and geotechnical engineer.
 - b. Civil, landscape, food service, mechanical, plumbing and electrical specifications are not included in the scope of the work provided by SASC - Hayes Consulting LLC except for one review of specifications provided by consultants for coordination with the architectural sections.
- D. Bidding and Negotiations: Not Required.
- E. Contract Administration: Not Required.

ADDITIONAL SERVICES: The following services will be additional to the Basic Services listed above and will be billed at the hourly rate. These services shall be approved by telephone/meeting with the Principal in Charge prior to commencement of the additional work.

- A. Schematic Phase:
 - 1. Peer review of schematic drawings.
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1. Review of submittals.
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- G. LEED Consulting Services. SASC - Hayes Consulting, LLC does not provide LEED consulting services as a LEED accredited professional but will include LEED required specification language and other LEED required specification sections within the Project Manual when included as part of the Scope of Services. These services are included only if specifically indicated as such in the description of work in the Scope of Project.
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- 2. Travel Expenses, which include, but are not limited to:
 - a. Airline Tickets
 - b. Car Rental
 - c. Hotel Expenses
 - d. Meals

BILLING:

- A. A billing invoice will be sent monthly on the 1st of the month identifying this Project by the Client's Project number.
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- F. Copy of Documents: A file copy of the completed Contract Documents shall be delivered to SASC - Hayes Consulting LLC from the Client at no expense to SASC - Hayes Consulting LLC

END OF APPENDIX A



AGREEMENT/PROPOSAL FOR SPECIFICATION WRITING SERVICES

Date: 19 September 2025

Client: Perlman Architects of Arizona, Inc.
2929 North Central Avenue, Suite 1600
Phoenix, Arizona 85012

Project: City of Prescott Fire Station No. 76
PAZ 325020 / SASC 25-265-10

SASC – Hayes Consulting, LLC appreciates this opportunity to provide this Proposal for specification writing services. This proposal is based upon information received September 13, 2025.

- Construction Specifications
- Spec Masters
- Manufacturers Product Specifications
- Expert Witness
- Contract Administration
- Manufacturers Catalogs
- C-SPECSM Guide Specifications System

SCOPE OF PROJECT: Project consists of the new 2-level Fire Station No. 76 to be located at Sundog Ranch Road & Prescott Lakes Parkway, Prescott, Arizona.

Proposal is based on preparation of a new ground-up fire station.

The new Fire Station includes approximately 13,800-14,800 SF with 3-4 Apparatus Bays, typical fire station interior spaces including Entry, Offices, Dorm Rooms, Dorm Shower facilities, Lockers, Turnout Gear Storage, Dayroom, Kitching and Dining area, Storage, Decon, IT, Laundry, Janitor closet, EMS Room, Exercise Room, Battalion Chief Offices, MP&E spaces, circulation and other typical fire station spaces. Project includes associated site development for the proposed site. It is assumed that the Project is NOT attempting LEED or similar environmental design certifications or goals with this Proposal excluding specification language and documents required to achieve LEED or similar goals. This Proposal is based on providing a single Project Manual. This Proposal does not include attendance to the Architects' regular team meetings. Services shall be in accordance with the attachments to this proposal.

TIME: Specifications for submittal(s) to be completed in accordance with a schedule mutually agreed upon by SASC – Hayes Consulting, LLC and Client. Information required prior to proceeding, including signed copy of this Proposal (or approved alternative), and schedule of delivery dates for Project Manual drafts shall be provided by the Client to SASC – Hayes Consulting, LLC at a time mutually agreed upon prior to due date of first draft. The schedule for this project is as follows:

- Schematic Design Phase: To be Determined
- Design Development: To be Determined
- Construction Documents Phase:
Drafts 90%: To be determined
Final Draft 100%: To be determined

COMPENSATION: The following fees are based upon scope of project as stated in this Proposal and are subject to conditions of the attachments to this Proposal:

- Schematic Design Phase: \$971.52
- Design Development Phase: \$6,663.36
- Construction Document Phase: \$12,619.20

Total Fee: \$20,254.08

SIGNATURES: If you find the services, fees, reimbursable costs billing policy and miscellaneous provisions as contained in this Proposal and attached appendices to be acceptable, please sign and return copy via email. The fully executed copy of this Proposal shall become the Architect/Consultant Agreement.

SIGNED:

Martin N. Hayes, Architect/CSI/CCS
Principal, SASC - Hayes Consulting, LLC

SIGNED:

Perlman Architects of Arizona, Inc.

SASC-Hayes Consulting, LLC
114140 W Bronco Trail
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 - a. Structural specification sections shall be reviewed by structural engineer and geotechnical engineer.
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 - 1. Peer review of schematic drawings.
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 - 8. Fire sprinkler specifications which may be included in Division 13.
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1. Review of submittals.
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- F. Attendance at Building Committee, design team, pre-bid, pre-construction or other meetings which are not required for the preparation of the specifications.
- G. LEED Consulting Services. SASC - Hayes Consulting, LLC does not provide LEED consulting services as a LEED accredited professional but will include LEED required specification language and other LEED required specification sections within the Project Manual when included as part of the Scope of Services. These services are included only if specifically indicated as such in the description of work in the Scope of Project.
- H. Inspections: We will provide expanded services beyond the preparation of specifications, including the observation of product installation at the request of the Client as an additional service. Some specialized and discrete areas of inspections include roofing and finishes.
- I. Providing an electronic copy of the Project Manual on a diskette. This will be provided for record purposes only in .PDF format (Adobe Acrobat) and shall not be used by Client or Owner on a subsequent project without expressed written permission from SASC - Hayes Consulting LLC.
- J. The following Hourly Rates shall be used for additional services. These rates shall be renegotiated annually.
- | | |
|-----------------------|-------------------|
| Principal: | \$242.88 per hour |
| Specification Writer: | \$216.48 per hour |
| Administrative: | \$97.68 per hour |

EXCLUDED SERVICES: The following is specifically excluded from services provided by SASC - Hayes Consulting, LLC.

1. Editing or revising specifications prepared for the project by other consultants.
2. Formatting of electronically provided consultant's specifications to match specifications prepared by SASC - Hayes Consulting LLC. For obvious liability reasons, and as requested by our E&O Insurance Provider, SASC - Hayes Consulting, LLC cannot edit other consultant's specifications, even for minor format of headers and footers. SASC - Hayes Consulting, LLC will provide sample page format for other consultants to follow upon request.
3. Providing an electronic copy of the Project Manual in MS WORD, or other editable format.

INFORMATION REQUIRED PRIOR TO PROCEEDING:

- A. Contract Document Phase:
1. Program requirements and meeting minutes relating to building materials and systems.
 2. Design Development or Contract documents; including, but not limited to, site plans, floor plans, elevations, sections, details with notes, keynotes and door and finish schedules and listing of material and equipment requirements.
 3. General Structural Notes (if applicable).
 4. Geotechnical Report(s) (if applicable).
 5. Code Review documentation (if applicable).
 6. Meeting with Client prior to beginning of project to review project specification requirements, including but not limited to:
 - a. Shop drawing and submittal requirements.
 - b. Color and textures for finish materials. It shall be determined at this time if this information is to be included on drawings or specifications.
 - c. Specific products (manufacturer's cut sheets) to be specified.
 - d. Procedures to incorporate hardware schedules developed by hardware supplier/consultant(s).

- e. Requirements for coordination with other consultants (Soil, Civil, Landscape, Irrigation, Structural, Mechanical, Plumbing and Electrical) and procedures for specification review.
- f. Procedures for reviews of draft specifications by Client.

REIMBURSABLE COSTS: Included in Hourly Rate with the following exceptions:

- 1. Costs related to providing Certificates of Insurance
- 2. Travel Expenses, which include, but are not limited to:
 - a. Airline Tickets
 - b. Car Rental
 - c. Hotel Expenses
 - d. Meals

BILLING:

- A. A billing invoice will be sent monthly on the 1st of the month identifying this Project by the Client's Project number.
- B. Payment shall be made within 30 days of receipt of billing invoice, unless another schedule is mutually agreed to by SASC - Hayes Consulting LLC and Client.
- C. Payment to SASC - Hayes Consulting, LLC shall be made regardless of Clients receipt of payment from Owner (Architects Client). Payment to SASC - Hayes Consulting, LLC is not dependent upon payment from the Owner.
- D. Interest on Past Due Amounts: The balance of the invoice amount shall be due 30 days after the date of the invoice. SASC - Hayes Consulting LLC shall reserve the right to add a delinquency charge of 1.8% per month on all past due amounts, until paid in full, which is an annual percentage of 21.6%.

MISCELLANEOUS PROVISIONS:

- A. Information and fees provided herein are valid for 6 months from date of this proposal and will be renegotiated after that time. All phases of project will be completed in a timely manner. If a period of more than 6 months elapses between phases, fees will be subject to renegotiation.
- B. Client shall have FINAL AUTHORITY for the contents of the Project Manual, with SASC - Hayes Consulting LLC acting as a bonafide employee in accordance with the interpretations of the Arizona State Board of Technical Registration.
- C. Professional Liability:
 - 1. Client shall have FINAL AUTHORITY for the contents of the Project Manual. SASC - Hayes Consulting LLC shall be accountable to Client for the specification consultation services provided.
 - 2. Limitation: To the maximum extent permitted by law, the Client agrees to limit SASC - Hayes Consulting LLC's liability for the Client's damages to the sum of SASC - Hayes Consulting LLC's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
- D. Compensation is based upon providing services for all phases listed under "Compensation." It is anticipated that work provided under a prior phase will reduce the effort required for the remaining phases and the compensation stated for the following phases reflects this reduction. If one or more phases are deleted from the project, the compensation for the remaining phases shall be adjusted accordingly by an amendment to this agreement.
- E. Deliveries: Cost of deliveries from SASC - Hayes Consulting LLC to Client are included in "Compensation." Cost of deliveries from Client to SASC - Hayes Consulting LLC shall be borne by the Client at no expense to SASC - Hayes Consulting LLC
- F. Copy of Documents: A file copy of the completed Contract Documents shall be delivered to SASC - Hayes Consulting LLC from the Client at no expense to SASC - Hayes Consulting LLC

END OF APPENDIX A

Engineering Services Agreement

**Consulting
Structural
Engineers**

Date: September 19, 2025

Client: Perlman Architects of Arizona, Inc. (Attn: Gerrald Adams)
2929 North Central Avenue, Suite 1600
Phoenix, Arizona 85012

Project Name & Location: Prescott Fire Station No. 72
Prescott, Arizona

Scope: The project consists of the following:

1. A structural feasibility analysis/study of the existing PEMB structure currently located on site.
2. A 14,800 square foot maximum (16,000 square foot maximum under roof) two-story Fire Station. This includes typical site conditions including up to 2'-0" max retaining walls, which is understood to be the maximum retaining condition. Taller retaining walls shall incur an add service if they occur.

Extent of Services: Feasibility Study Scope:

- One engineer site visit to review the structural aspects of the existing building and provide a review letter summarizing what is found.

New Fire Station Scope:

- Structural Construction Documents drawn in AutoCAD including progress sets at each design phase as required for coordination with other disciplines and contractor along with a structural Revit Model to be used for 3-D modeling coordination.
- Supporting structural calculations.
- Meeting(s) online or at Perlman's office as required during design phases. It is understood that a maximum of one meeting in Prescott during the design phase shall be part of the base fee proposal.
- Construction administration including bid question assistance, RFI responses and shop drawing review during construction. It is understood that a maximum of one site visit in Prescott during construction shall be part of the base fee proposal.
- As-built drawings based on contractor redlines of field conditions shall be an optional service.

Fee Arrangement: Feasibility Study and Letter:

Fixed Fee	\$3,500.00
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Construction Documents/Construction Administration:

Schematic Design	\$ 7,000.00
Design Development	\$10,000.00
Construction Documents	\$11,000.00
Construction Administration	\$ 4,000.00
Total CD/CA Fees	\$32,000.00

2. Optional Services	
As-Built Drawings	\$ 800.00

Retainer Amount: None

Special Conditions: Fee does not include Special Structural Inspections as required by the IBC.
It is recommended to have these performed by a local inspection agency

The attached terms and conditions form is part of this agreement. The signature below constitutes Simply Structural Inc.'s intention to provide services as stated in this agreement.

Offered by:



David G. Schott, S.E., P.E.
For Simply Structural, Inc.

Accepted by:

Signature

Date

Perlman Architects of Arizona, Inc.

Printed Name

Company Name

Engineering Services Agreement


Consulting
Structural
Engineers

Date: September 19, 2025

Client: Perlman Architects of Arizona, Inc. (Attn: Gerrald Adams)
2929 North Central Avenue, Suite 1600
Phoenix, Arizona 85012

Project Name & Location: Prescott Fire Station No. 73
Prescott, Arizona

Scope: The project consists of a 14,800 square foot maximum (16,000 square foot maximum under roof) two-story Fire Station. This includes typical site conditions including up to 2'-0" max retaining walls, which is understood to be the maximum retaining condition. Taller retaining walls shall incur an add service if they occur.

Extent of Services:

- Structural Construction Documents drawn in AutoCAD including progress sets at each design phase as required for coordination with other disciplines and contractor along with a structural Revit Model to be used for 3-D modeling coordination.
- Supporting structural calculations.
- Meeting(s) online or at Perlman's office as required during design phases. It is understood that a maximum of one meeting in Prescott during the design phase shall be part of the base fee proposal.
- Construction administration including bid question assistance, RFI responses and shop drawing review during construction. It is understood that a maximum of one site visit in Prescott during construction shall be part of the base fee proposal.
- As-built drawings based on contractor redlines of field conditions shall be an optional service.

Fee Arrangement:

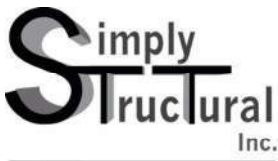
Construction Documents/Construction Administration:	
Schematic Design	\$ 7,000.00
Design Development	\$10,000.00
Construction Documents	\$11,000.00
Construction Administration	\$ 4,000.00
Total CD/CA Fees	\$32,000.00

2. Optional Services

As-Built Drawings	\$ 800.00
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Retainer Amount: None

Special Conditions: Fee does not include Special Structural Inspections as required by the IBC. It is recommended to have these performed by a local inspection agency



The attached terms and conditions form is part of this agreement. The signature below constitutes Simply Structural Inc.'s intention to provide services as stated in this agreement.

Offered by:

David G Schott

David G. Schott, S.E., P.E.
For Simply Structural, Inc.

Accepted by:

Signature

Date

Perlman Architects of Arizona, Inc.

Printed Name

Company Name



Engineering Services Agreement


Consulting
Structural
Engineers

Date: September 19, 2025

Client: Perlman Architects of Arizona, Inc. (Attn: Gerrald Adams)
2929 North Central Avenue, Suite 1600
Phoenix, Arizona 85012

Project Name & Location: Prescott Fire Station No. 76
Prescott, Arizona

Scope: The project consists of a 14,800 square foot maximum (16,000 square foot maximum under roof) two-story Fire Station. It is understood this is a partial reuse of the Prescott SF No. 73 design with minor structural modifications. This includes typical site conditions including up to 2'-0" max retaining walls, which is understood to be the maximum retaining condition. Taller retaining walls shall incur an add service if they occur.

Extent of Services:

- Structural Construction Documents drawn in AutoCAD including progress sets at each design phase as required for coordination with other disciplines and contractor along with a structural Revit Model to be used for 3-D modeling coordination.
- Supporting structural calculations.
- Meeting(s) online or at Perlman's office as required during design phases. It is understood that a maximum of one meeting in Prescott during the design phase shall be part of the base fee proposal.
- Construction administration including bid question assistance, RFI responses and shop drawing review during construction. It is understood that a maximum of one site visit in Prescott during construction shall be part of the base fee proposal.
- As-built drawings based on contractor redlines of field conditions shall be an optional service.

Fee Arrangement: Construction Documents/Construction Administration:

Schematic Design	\$ 6,000.00
Design Development	\$ 9,000.00
Construction Documents	\$ 9,400.00
Construction Administration	\$ 3,600.00
Total CD/CA Fees	\$28,000.00

2. Optional Services

As-Built Drawings	\$ 800.00
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Retainer Amount: None

Special Conditions: Fee does not include Special Structural Inspections as required by the IBC. It is recommended to have these performed by a local inspection agency



The attached terms and conditions form is part of this agreement. The signature below constitutes Simply Structural Inc.'s intention to provide services as stated in this agreement.

Offered by:

David G Schott

David G. Schott, S.E., P.E.
For Simply Structural, Inc.

Accepted by:

Signature

Date

Perlman Architects of Arizona, Inc.

Printed Name

Company Name





Engineering & Testing Consultants, Inc

Structural Special Inspection ESTIMATE
Friday, September 19, 2025

City of Prescott Fire Station 72 (6th Street)

PROPOSED SERVICES:

Special Inspections

Special Inspections

Strutural Concrete and Masonry Reinforcing	20	Trips	\$350	Per Trip	\$7,000
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Special Inspections

Structural Steel	6	Trips	\$850	Per Trip	\$5,100
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Inspection Management

4	Hrs.	\$100	Per hr.	\$400
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ESTIMATED COST, BASE BID

\$12,500

NOTES: No plans or material lists are available

ETC will only invoice for actual time and costs for the project.

Rates are portal to portal from our Prescott office with no mileage charges or minimum hourly trip charges.

This estimate is based on an on-call basis only and it is the responsibility of the client for scheduling.

Any night or weekend work will be billed at 1.5 times normal rates. (Not included in this proposal)

This proposal does not include A/C or Concrete plant control.

This estimate is based on our review of the project documents.

We do not intend to say that the project can be constructed within the time frame we listed.

For estimating purposes you should use our unit rates.

GEOTECHNICAL ENGINEERING · SOILS & MATERIALS TESTING · SPECIAL INSPECTION
417 NORTH ARIZONA STREET · PRESCOTT, ARIZONA 86301 · 928-778-9001 ETCAZ.COM



Engineering & Testing Consultants, Inc

Structural Special Inspection ESTIMATE
Friday, September 19, 2025

City of Prescott Fire Station 73 (Phippen Roundabout)

PROPOSED SERVICES:

Special Inspections

Special Inspections

Strutural Concrete and Masonry Reinforcing	20	Trips	\$350	Per Trip	\$7,000
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Special Inspections

Structural Steel	6	Trips	\$850	Per Trip	\$5,100
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Inspection Management

4	Hrs.	\$100	Per hr.	\$400
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ESTIMATED COST, BASE BID

\$12,500

NOTES: No plans or material lists are available

ETC will only invoice for actual time and costs for the project.

Rates are portal to portal from our Prescott office with no mileage charges or minimum hourly trip charges.

This estimate is based on an on-call basis only and it is the responsibility of the client for scheduling.

Any night or weekend work will be billed at 1.5 times normal rates. (Not included in this proposal)

This proposal does not include A/C or Concrete plant control.

This estimate is based on our review of the project documents.

We do not intend to say that the project can be constructed within the time frame we listed.

For estimating purposes you should use our unit rates.

GEOTECHNICAL ENGINEERING · SOILS & MATERIALS TESTING · SPECIAL INSPECTION
417 NORTH ARIZONA STREET · PRESCOTT, ARIZONA 86301 · 928-778-9001 ETCAZ.COM



Engineering & Testing Consultants, Inc

Structural Special Inspection ESTIMATE
Friday, September 19, 2025

City of Prescott Fire Station 76

PROPOSED SERVICES:

Special Inspections

Special Inspections

Strutural Concrete and Masonry Reinforcing	20	Trips	\$350	Per Trip	\$7,000
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Special Inspections

Structural Steel	10	Trips	\$850	Per Trip	\$8,500
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Inspection Management

5	Hrs.	\$100	Per hr.	\$500
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ESTIMATED COST, BASE BID

\$16,000

NOTES: No plans or material lists are available

ETC will only invoice for actual time and costs for the project.

Rates are portal to portal from our Prescott office with no mileage charges or minimum hourly trip charges.

This estimate is based on an on-call basis only and it is the responsibility of the client for scheduling.

Any night or weekend work will be billed at 1.5 times normal rates. (Not included in this proposal)

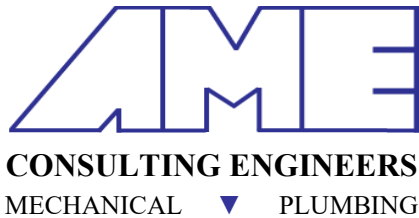
This proposal does not include A/C or Concrete plant control.

This estimate is based on our review of the project documents.

We do not intend to say that the project can be constructed within the time frame we listed.

For estimating purposes you should use our unit rates.

GEOTECHNICAL ENGINEERING · SOILS & MATERIALS TESTING · SPECIAL INSPECTION
417 NORTH ARIZONA STREET · PRESCOTT, ARIZONA 86301 · 928-778-9001 ETCAZ.COM



**ASSOCIATED MECHANICAL
ENGINEERS, PLLC.**

1121 W. Warner Road, Suite 107
Tempe, Arizona 85284

September 16, 2025

Gerrald Adams
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012

RE: Prescott Fire Station 72
530 6th Street
AME Proposal No. 25-097

Dear Gerrald:

Associated Mechanical Engineers, PLLC is pleased to submit this proposal to provide consulting engineering services for the project referenced above. Following is the list of services we propose to provide under the terms and conditions of this contract:

MECHANICAL

- Complete, print ready, construction documents in AutoCAD format for the HVAC systems including systems and controls.
- Snow melt system (hydronic) bid/schematic design level.
- Cooling and heating load calculations.
- Complete specifications in CSI format.
- All plan check corrections required to obtain permit.
- Construction administration including bi-weekly 3 milestone/punch walk on-site visits, RFI's, Shop Drawing Review and coordination.
- IECC calculations and documentation for the mechanical and plumbing systems required for the project.
- Commissioning is excluded.
- LEED is excluded.
- Energy modeling is excluded.

PLUMBING

- Complete, print ready, construction documents in AutoCAD format for the plumbing systems to connect to five feet outside the building.
- Deliverables concurrent with mechanical.
- Complete specifications in CSI format.
- Meetings concurrent with mechanical.
- Construction administration concurrent with mechanical.

GENERAL SCOPE OF WORK

- Specifications shall be included on plans or in 8-1/2" x 11" CSI format.
- Background documents in AutoCAD format provided by Architect and/or his sub-consultants.
- Basic project scope includes: A new construction two-story fire station of 13,800 – 14,800 square feet with 3-4 bays.

COMPENSATION

Associated Mechanical Engineers, PLLC shall provide the aforementioned consulting engineering services for the following lump sum fee based on the assumptions above.

Mechanical and Plumbing Engineering:

Programming	\$ 1,630.20
Schematic Design	\$ 5,033.60
Design Development	\$ 9,209.20
Construction Documents	\$ 11,554.40
Construction Administration	\$ 11,754.60
As-built drawings (optional)	\$ 3,003.00

TOTAL	\$ 42,185.00
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Hourly billing rates (for additional services where contracted):

Principal	\$ 171.60
Engineer	\$ 157.30
Designer	\$ 128.70
Drafter	\$ 100.10
Clerical	\$ 57.20

Contingent Additional Services

Should any of the following items be required, it will be billed as a contingent additional service.

- Additional construction observations shall be provided on an additional service basis at the Engineer hourly rates listed above. Minimum 8 hours per trip.
- Major floor plan revisions due to Architectural city comment revisions.

The design professional (AME) shall not be held responsible for claims that arise due to lack of coordination or lack of professional interpretation of the construction documents during

the construction phase including change orders arising from Contractor's failure to properly bid the project per the requirements set forth on the plans and in the specifications, revisions made to the construction documents without the involvement of AME (the design professional), or contractor's lack of field coordination. Construction observations performed by the design professional (AME) do not relieve the contractor of his or her obligations under the construction contract. Construction observations are not intended to verify contractor means and methods, or jobsite safety.

The Client recognizes that construction observations are a critical part of the execution of this design contract that may allow the design professional to quickly correct any deficiencies, errors or omissions from the contract documents or due to construction error or due to other unforeseen acts or due to other causes, at a relatively low cost. The Client agrees that if construction observations are not included in the contract the design professional shall not be held responsible monetarily, legally or professionally for any of the design professional's acts, errors or omissions, except for those acts, errors or omissions which, it could reasonably be concluded, the design professional's review services would not have prevented or mitigated.

Dispute resolution; By binding mediation according to the Rules of American Association of Arbitration, this agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice of conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal fees and costs in addition to whatever other judgments or settlement sums, if any may be due. Legal fees include reasonable attorney fees, costs and litigation expense.

Fee quotations are valid for 180 days from the date of this proposal.

Additional services shall be warranted and negotiated for architectural, structural or civil revisions, changes and/or new requirements requested after substantial completion. A project is considered substantially complete when less than 5% of the work remains.

Payment to AME shall be within seven (7) days of receipt of payment by owner to client. Please sign and date on the line provided if these terms are acceptable. We sincerely appreciate the opportunity to propose on this project. We look forward to your acceptance of these terms and the chance to add value to this project.

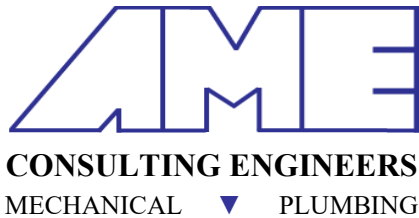
Sincerely,
ASSOCIATED MECHANICAL ENGINEERS, PLLC.



George J. Josephs, P.E.
LEED AP
Principal

Signature: _____

Date: _____



**ASSOCIATED MECHANICAL
ENGINEERS, PLLC.**

1121 W. Warner Road, Suite 107
Tempe, Arizona 85284

September 16, 2025

Gerrald Adams
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012

RE: Prescott Fire Station 73
4700 AZ-89
AME Proposal No. 25-098

Dear Gerrald:

Associated Mechanical Engineers, PLLC is pleased to submit this proposal to provide consulting engineering services for the project referenced above. Following is the list of services we propose to provide under the terms and conditions of this contract:

MECHANICAL

- Complete, print ready, construction documents in AutoCAD format for the HVAC systems including systems and controls.
- Cooling and heating load calculations.
- Complete specifications in CSI format.
- All plan check corrections required to obtain permit.
- Construction administration including 3 milestone/punch walk on-site visits, RFI's, Shop Drawing Review and coordination.
- IECC calculations and documentation for the mechanical and plumbing systems required for the project.
- Commissioning is excluded.
- LEED is excluded.
- Energy modeling is excluded.

PLUMBING

- Complete, print ready, construction documents in AutoCAD format for the plumbing systems to connect to five feet outside the building.
- Deliverables concurrent with mechanical.
- Complete specifications in CSI format.
- Meetings concurrent with mechanical.
- Construction administration concurrent with mechanical.

GENERAL SCOPE OF WORK

- Specifications shall be included on plans or in 8-1/2" x 11" CSI format.
- Background documents in AutoCAD format provided by Architect and/or his sub-consultants.
- Basic project scope includes: A new construction two-story fire station of 13,800 – 14,800 square feet with 3-4 bays and community room.

COMPENSATION

Associated Mechanical Engineers, PLLC shall provide the aforementioned consulting engineering services for the following lump sum fee based on the assumptions above.

Mechanical and Plumbing Engineering:

Programming	\$ 1,630.20
Schematic Design	\$ 5,033.60
Design Development	\$ 9,209.20
Construction Documents	\$ 11,554.40
Construction Administration	\$ 11,754.60
As-built drawings (optional)	\$ 3,003.00

TOTAL	\$ 42,185.00
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Hourly billing rates (for additional services where contracted):

Principal	\$ 171.60
Engineer	\$ 157.30
Designer	\$ 128.70
Drafter	\$ 100.10
Clerical	\$ 57.20

Contingent Additional Services

Should any of the following items be required, it will be billed as a contingent additional service.

- Additional construction observations shall be provided on an additional service basis at the Engineer hourly rates listed above. Minimum 8 hours per trip.
- Major floor plan revisions due to Architectural city comment revisions.

The design professional (AME) shall not be held responsible for claims that arise due to lack of coordination or lack of professional interpretation of the construction documents during the construction phase including change orders arising from Contractor's failure to properly

bid the project per the requirements set forth on the plans and in the specifications, revisions made to the construction documents without the involvement of AME (the design professional), or contractor's lack of field coordination. Construction observations performed by the design professional (AME) do not relieve the contractor of his or her obligations under the construction contract. Construction observations are not intended to verify contractor means and methods, or jobsite safety.

The Client recognizes that construction observations are a critical part of the execution of this design contract that may allow the design professional to quickly correct any deficiencies, errors or omissions from the contract documents or due to construction error or due to other unforeseen acts or due to other causes, at a relatively low cost. The Client agrees that if construction observations are not included in the contract the design professional shall not be held responsible monetarily, legally or professionally for any of the design professional's acts, errors or omissions, except for those acts, errors or omissions which, it could reasonably be concluded, the design professional's review services would not have prevented or mitigated.

Dispute resolution; By binding mediation according to the Rules of American Association of Arbitration, this agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice of conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal fees and costs in addition to whatever other judgments or settlement sums, if any may be due. Legal fees include reasonable attorney fees, costs and litigation expense.

Fee quotations are valid for 180 days from the date of this proposal.

Additional services shall be warranted and negotiated for architectural, structural or civil revisions, changes and/or new requirements requested after substantial completion. A project is considered substantially complete when less than 5% of the work remains.

Payment to AME shall be within seven (7) days of receipt of payment by owner to client. Please sign and date on the line provided if these terms are acceptable. We sincerely appreciate the opportunity to propose on this project. We look forward to your acceptance of these terms and the chance to add value to this project.

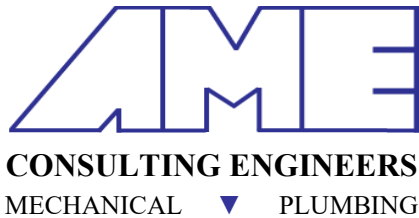
Sincerely,
ASSOCIATED MECHANICAL ENGINEERS, PLLC.



George J. Josephs, P.E.
LEED AP
Principal

Signature: _____

Date: _____



**ASSOCIATED MECHANICAL
ENGINEERS, PLLC.**

1121 W. Warner Road, Suite 107
Tempe, Arizona 85284

September 16, 2025

Gerrald Adams
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012

RE: Prescott Fire Station 76
1600 Sundog Ranch Rd.
AME Proposal No. 25-099

Dear Gerrald:

Associated Mechanical Engineers, PLLC is pleased to submit this proposal to provide consulting engineering services for the project referenced above. Following is the list of services we propose to provide under the terms and conditions of this contract:

MECHANICAL

- Complete, print ready, construction documents in AutoCAD format for the HVAC systems including systems and controls.
- Cooling and heating load calculations.
- Complete specifications in CSI format.
- All plan check corrections required to obtain permit.
- Construction administration including 3 milestone/punch walk on-site visits, RFI's, Shop Drawing Review and coordination.
- IECC calculations and documentation for the mechanical and plumbing systems required for the project.
- Commissioning is excluded.
- LEED is excluded.
- Energy modeling is excluded.

PLUMBING

- Complete, print ready, construction documents in AutoCAD format for the plumbing systems to connect to five feet outside the building.
- Deliverables concurrent with mechanical.
- Complete specifications in CSI format.
- Meetings concurrent with mechanical.
- Construction administration concurrent with mechanical.

GENERAL SCOPE OF WORK

- Specifications shall be included on plans or in 8-1/2" x 11" CSI format.
- Background documents in AutoCAD format provided by Architect and/or his sub-consultants.
- Basic project scope includes: A new construction two-story fire station of 13,800 – 14,800 square feet with 3-4 bays and Battalion Chief quarters.

COMPENSATION

Associated Mechanical Engineers, PLLC shall provide the aforementioned consulting engineering services for the following lump sum fee based on the assumptions above.

Mechanical and Plumbing Engineering:

Programming	\$ 1,630.20
Schematic Design	\$ 5,033.60
Design Development	\$ 9,209.20
Construction Documents	\$ 11,554.40
Construction Administration	\$ 11,754.60
As-built drawings (optional)	\$ 3,003.00

TOTAL	\$ 42,185.00
-------	--------------

Hourly billing rates (for additional services where contracted):

Principal	\$ 171.60
Engineer	\$ 157.30
Designer	\$ 128.70
Drafter	\$ 100.10
Clerical	\$ 57.20

Contingent Additional Services

Should any of the following items be required, it will be billed as a contingent additional service.

- Additional construction observations shall be provided on an additional service basis at the Engineer hourly rates listed above. Minimum 8 hours per trip.
- Major floor plan revisions due to Architectural city comment revisions.

The design professional (AME) shall not be held responsible for claims that arise due to lack of coordination or lack of professional interpretation of the construction documents during

the construction phase including change orders arising from Contractor's failure to properly bid the project per the requirements set forth on the plans and in the specifications, revisions made to the construction documents without the involvement of AME (the design professional), or contractor's lack of field coordination. Construction observations performed by the design professional (AME) do not relieve the contractor of his or her obligations under the construction contract. Construction observations are not intended to verify contractor means and methods, or jobsite safety.

The Client recognizes that construction observations are a critical part of the execution of this design contract that may allow the design professional to quickly correct any deficiencies, errors or omissions from the contract documents or due to construction error or due to other unforeseen acts or due to other causes, at a relatively low cost. The Client agrees that if construction observations are not included in the contract the design professional shall not be held responsible monetarily, legally or professionally for any of the design professional's acts, errors or omissions, except for those acts, errors or omissions which, it could reasonably be concluded, the design professional's review services would not have prevented or mitigated.

Dispute resolution; By binding mediation according to the Rules of American Association of Arbitration, this agreement shall be governed by and construed in accordance with the internal laws of the State of Arizona, without giving effect to any choice of conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Arizona. In the event that legal action is brought by either party against the other, the prevailing party shall be reimbursed by the other for the prevailing party's legal fees and costs in addition to whatever other judgments or settlement sums, if any may be due. Legal fees include reasonable attorney fees, costs and litigation expense.

Fee quotations are valid for 180 days from the date of this proposal.

Additional services shall be warranted and negotiated for architectural, structural or civil revisions, changes and/or new requirements requested after substantial completion. A project is considered substantially complete when less than 5% of the work remains.

Payment to AME shall be within seven (7) days of receipt of payment by owner to client. Please sign and date on the line provided if these terms are acceptable. We sincerely appreciate the opportunity to propose on this project. We look forward to your acceptance of these terms and the chance to add value to this project.

Sincerely,
ASSOCIATED MECHANICAL ENGINEERS, PLLC.



George J. Josephs, P.E.
LEED AP
Principal

Signature: _____

Date: _____

September 17, 2025

Gerrald Adams
Perlman Architects
2929 North Central Ave, Suite 1600
Phoenix, AZ 85012

RE: AKRIBIS Engineering Services Proposal
Prescott Fire Station No. 72 Ground-Up Construction
530 6th Street
Prescott, AZ 86301

Gerrald:

Scope of Work

The project will be a CMAR program for a ground-up fire-medical station with the following scope of work:

1. Site program includes typical fire station components: site vehicular driveways, staff & public parking, pedestrian walkways, landscape/hardscape, trash enclosure, NEC 702 Optional Power standby generator, site lighting, screen walls and possibly a monument sign.
2. Approximately 14,000SF, 2-story sf total conditioned building area (plus typical covered entry & patio), up to 4-bays, typical fire station living, sleeping and support areas that will be refined in the Programming Phase.
3. Early pre-purchase of long lead items, most likely from DD phase or after.
4. CMAR Project Delivery Method.
5. Owner Milestone Reviews: Programming, SD, DD & CD (90 & 100%) Phases
6. City Building Permit Review Process, inclusive of all required CD revisions and review comment responses/follow-up
7. Assume all utilities will be available at site ROW.
8. Apparatus Bays will be required to be evap cooled with most likely VRF HVAC system for dorms/living areas
9. Excluded from project design scope:
 - a. G2 Dispatch Alerting System with system design by City separately contracted vendor
 - b. City of Prescott and/or City separately contracted vendors for all low voltage systems consisting of: IT, AV, Access Control & CCTV/Security
 - c. Type 1 Kitchen Hood not required
 - d. No temporary power design work required
 - e. No vehicle fuel system

AKRIBIS Engineering will provide electrical design services where required in the above scope of work items.

1. We will provide the following:
 - a. Electrical permit/construction documents.
 - b. Book specification.
 - c. Construction Administration.
 - d. Meetings with the Architect/Owner as identified below.
2. The Architect/Owner is responsible for providing to us any and all data on equipment and/or appliances specified or provided by others that requires electrical support. If this information is not provided, AKRIBIS Engineering will obtain the information as an extra service.
3. We understand that the fire department will provide the layout and design requirements of the

- dispatch, access, security, computer, telephone and television systems, devices and cabling.
4. We understand that the dispatch system will be based on the City of Prescott dispatch system and notification system design requirements.

Electrical Systems

1. Proposed primary electrical service routing to the site power company transformer.
2. Secondary electrical distribution.
3. Stand-by generator system.
4. Power systems.
5. Lighting systems:
 - a. Interior lighting systems.
 - b. Exterior building mounted lighting.
 - c. Site lighting systems and photometrics.
6. Special Systems – rough-in of the following systems based on the City of Prescott design criteria and in coordination with the City and/or City’s special systems vendor(s):
 - a. Computer backbone devices.
 - b. Telephone devices.
 - c. CCTV, A/V, Video device rough-in.
 - d. Dispatch system.
 - e. Door hardware access and security systems/CCTV power interface.
 - f. Power for fire alarm system panel(s).
 - g. Power and conduit rough-in for the traffic control system and control/signal system interface (i.e.- app bay mushroom button, signal conduit(s) within the fire station and to the ROW, etc.) based on requirements provided by the City.
7. The design of the following systems are understood to be by provided by other team consultants, owner’s vendors or suppliers:
 - a. Computer backbone devices.
 - b. Telephone devices.
 - c. CCTV, A/V, Video device rough-in.
 - d. Dispatch system.
 - e. Door hardware access and security systems/CCT.
 - f. Traffic control interface / control system design.

The work included in each design phase shall include the following:

Programming

1. Preliminary site and building mounted lighting design and photometric for preparation for city Design Review submittal.
2. Preliminary building electrical and site power requirements based on existing utility plans provided by others.

Schematic Design Phase:

1. Up to two virtual design meetings for team coordination.
2. Narrative report to contain to following:
 - a. Preliminary electrical load calculation with:
 - i. New stand-by power generator size if new/separate system is required
 - ii. Electrical Service Entrance Section (SES) size if new/separate system is required

- b. General lighting descriptions
- c. Coordination with Perlman, civil and Power Company for preliminary utility power on the site.
- d. Updated exterior building and on-site lighting layout with light level calculations.

Design Development Phase:

- 1. Up to two virtual design meetings for team coordination.
- 2. Layout of all electrical primary and secondary power panels, generator and equipment and the incoming service with sufficient completeness in anticipation of procuring as part of an early GMP due to equipment delivery long lead time.
 - a. Design and layout are dependent on sufficient information received from City of Prescott to and from other design team disciplines prior to the completion of the design development phase.
- 3. Layout of all generator power equipment including equipment and panels.
- 4. One line diagram indicating power distribution system.
- 5. Lighting layout, only, for each room.
- 6. Power outlets and power connections shown in each room, coordinated with the owner's program.
- 7. Special Systems device rough-in locations.
- 8. Outline specifications.

Construction Document Phase:

- 1. Up to two virtual design meetings for team coordination.
- 2. Site power and lighting plan.
- 3. Power plans, including circuiting.
- 4. Interior and exterior building lighting plans, including circuiting and lighting control.
- 5. One line power distribution system drawings.
- 6. Fault current calculations.
- 7. Schedules.
- 8. Details.
- 9. Specifications.

Construction Administration Services:

- 1. RFI Response/Clarifications/ASI's.
- 2. Shop Drawing/Submittal Review.
- 3. Contractor O&M Manual Review.
- 4. Record Documents/Drawings based on CMAR provided Field As-built Drawings.
- 5. Clarifications/ASI's
- 6. Site Inspections and report
 - a. (2) General Site/Building Inspections with written reports
 - b. (1) Final Acceptance Inspection with written report

Exclusions – Design for the following systems (but not limited to):

- 1. Dispatch system design.
- 2. Photovoltaic system design.
- 3. Audio / Visual system design.
- 4. Computer data/IT, access control, security system
- 5. Design plans using Revit software.
- 6. REVIT/BIM modeling/design.

7. Street lighting photometric / design, except for conduit rough-in for power and signal systems as noted above.
8. Traffic control interface / control / design.
9. Cost estimating.
10. Warranty site visits.

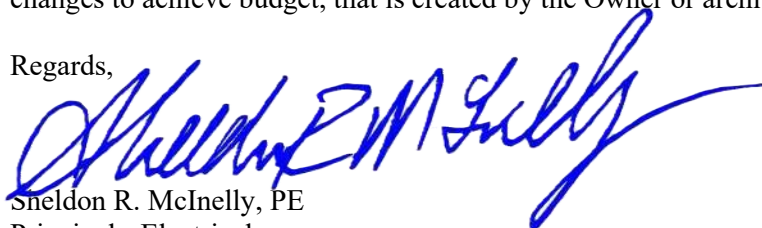
Electrical Engineering Fees:

Site Programming and Evaluation.....	\$1,440.00
Schematic Design Phase.....	\$4,580.00
Design Documents.....	\$12,940.00
Construction Documents	\$12,140.00
Construction Administration and up to (3) CA site visits	\$7,160.00
Construction Administration (3) CA site visits	\$3,750.00
Additional site meetings will be invoiced at \$1,250.00 per visit/report.	

Hourly Rates	
Principal/ Professional Engineer	\$180.00 / hr.
Designer	\$145.00 / hr.
Drafter	\$105.00 / hr.
Clerical	\$85.00 / hr.

If this proposal meets with your approval, please sign and return one copy for our records, either by fax or email. If the Client gives the Engineer either verbal or written authorization to proceed with this work, and the Client has not returned a signed copy of this Proposal, it is understood to be approved and signed as submitted by the AKRIBIS Engineering, LLC. The attached terms and conditions are part of this proposal. Reimbursable expenses (including, but not limited to, delivery, printing costs, travel, reproduction) will be billed at 1.10 of costs. Change of scope, defined as redesign after City acceptance of the DD package and any required Cost Reduction (CR) changes to achieve budget, that is created by the Owner or architect, shall be reimbursed to us as an extra service.

Regards,


Sheldon R. McInelly, PE
Principal - Electrical

.....
Signature

Printed Name

Title

Date

September 17, 2025

Gerrald Adams
Perlman Architects
2929 North Central Ave, Suite 1600
Phoenix, AZ 85012

RE: AKRIBIS Engineering Services Proposal
Prescott Fire Station No. 73 Ground-Up Construction
Phippen Roundabout
Prescott, AZ 86301

Gerrald:

Scope of Work

The project will be a CMAR program for a ground-up fire-medical station with the following scope of work:

1. Site program includes typical fire station components: site vehicular driveways, staff & public parking, pedestrian walkways, landscape/hardscape, trash enclosure, NEC 702 Optional Power standby generator, site lighting, screen walls and possibly a monument sign.
2. Approximately 14,000SF, 2-story sf total conditioned building area (plus typical covered entry & patio), up to 4-bays, typical fire station living, sleeping and support areas that will be refined in the Programming Phase.
3. Early pre-purchase of long lead items, most likely from DD phase or after.
4. CMAR Project Delivery Method.
5. Owner Milestone Reviews: Programming, SD, DD & CD (90 & 100%) Phases
6. City Building Permit Review Process, inclusive of all required CD revisions and review comment responses/follow-up
7. Assume all utilities will be available at site ROW.
8. Apparatus Bays will be required to be evap cooled with most likely VRF HVAC system for dorms/living areas
9. Excluded from project design scope:
 - a. G2 Dispatch Alerting System with system design by City separately contracted vendor
 - b. City of Prescott and/or City separately contracted vendors for all low voltage systems consisting of: IT, AV, Access Control & CCTV/Security
 - c. Type 1 Kitchen Hood not required
 - d. No temporary power design work required
 - e. No vehicle fuel system

AKRIBIS Engineering will provide electrical design services where required in the above scope of work items.

1. We will provide the following:
 - a. Electrical permit/construction documents.
 - b. Book specification.
 - c. Construction Administration.
 - d. Meetings with the Architect/Owner as identified below.
2. The Architect/Owner is responsible for providing to us any and all data on equipment and/or appliances specified or provided by others that requires electrical support. If this information is not provided, AKRIBIS Engineering will obtain the information as an extra service.
3. We understand that the fire department will provide the layout and design requirements of the

- dispatch, access, security, computer, telephone and television systems, devices and cabling.
4. We understand that the dispatch system will be based on the City of Prescott dispatch system and notification system design requirements.

Electrical Systems

1. Proposed primary electrical service routing to the site power company transformer.
2. Secondary electrical distribution.
3. Stand-by generator system.
4. Power systems.
5. Lighting systems:
 - a. Interior lighting systems.
 - b. Exterior building mounted lighting.
 - c. Site lighting systems and photometrics.
6. Special Systems – rough-in of the following systems based on the City of Prescott design criteria and in coordination with the City and/or City's special systems vendor(s):
 - a. Computer backbone devices.
 - b. Telephone devices.
 - c. CCTV, A/V, Video device rough-in.
 - d. Dispatch system.
 - e. Door hardware access and security systems/CCTV power interface.
 - f. Power for fire alarm system panel(s).
 - g. Power and conduit rough-in for the traffic control system and control/signal system interface (i.e.- app bay mushroom button, signal conduit(s) within the fire station and to the ROW, etc.) based on requirements provided by the City.
7. The design of the following systems are understood to be by provided by other team consultants, owner's vendors or suppliers:
 - a. Computer backbone devices.
 - b. Telephone devices.
 - c. CCTV, A/V, Video device rough-in.
 - d. Dispatch system.
 - e. Door hardware access and security systems/CCT.
 - f. Traffic control interface / control system design.

The work included in each design phase shall include the following:

Programming

1. Preliminary site and building mounted lighting design and photometric for preparation for city Design Review submittal.
2. Preliminary building electrical and site power requirements based on existing utility plans provided by others.

Schematic Design Phase:

1. Up to two virtual design meetings for team coordination.
2. Narrative report to contain to following:
 - a. Preliminary electrical load calculation with:
 - i. New stand-by power generator size if new/separate system is required
 - ii. Electrical Service Entrance Section (SES) size if new/separate system is required

- b. General lighting descriptions
- c. Coordination with Perlman, civil and Power Company for preliminary utility power on the site.
- d. Updated exterior building and on-site lighting layout with light level calculations.

Design Development Phase:

- 1. Up to two virtual design meetings for team coordination.
- 2. Layout of all electrical primary and secondary power panels, generator and equipment and the incoming service with sufficient completeness in anticipation of procuring as part of an early GMP due to equipment delivery long lead time.
 - a. Design and layout are dependent on sufficient information received from City of Prescott to and from other design team disciplines prior to the completion of the design development phase.
- 3. Layout of all generator power equipment including equipment and panels.
- 4. One line diagram indicating power distribution system.
- 5. Lighting layout, only, for each room.
- 6. Power outlets and power connections shown in each room, coordinated with the owner's program.
- 7. Special Systems device rough-in locations.
- 8. Outline specifications.

Construction Document Phase:

- 1. Up to two virtual design meetings for team coordination.
- 2. Site power and lighting plan.
- 3. Power plans, including circuiting.
- 4. Interior and exterior building lighting plans, including circuiting and lighting control.
- 5. One line power distribution system drawings.
- 6. Fault current calculations.
- 7. Schedules.
- 8. Details.
- 9. Specifications.

Construction Administration Services:

- 1. RFI Response/Clarifications/ASI's.
- 2. Shop Drawing/Submittal Review.
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- 4. Record Documents/Drawings based on CMAR provided Field As-built Drawings.
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- 6. Site Inspections and report
 - a. (2) General Site/Building Inspections with written reports
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Exclusions – Design for the following systems (but not limited to):

- 1. Dispatch system design.
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- 3. Audio / Visual system design.
- 4. Computer data/IT, access control, security system
- 5. Design plans using Revit software.
- 6. REVIT/BIM modeling/design.

7. Street lighting photometric / design, except for conduit rough-in for power and signal systems as noted above.
8. Traffic control interface / control / design.
9. Cost estimating.
10. Warranty site visits.

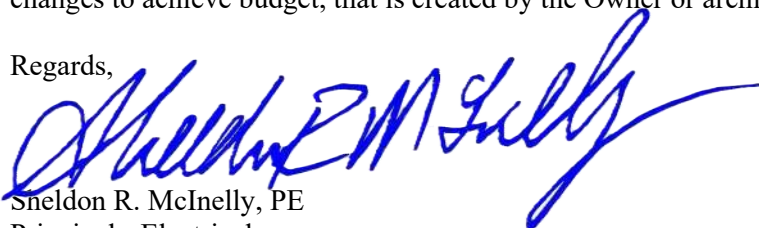
Electrical Engineering Fees:

Site Programming and Evaluation.....	\$1,440.00
Schematic Design Phase.....	\$4,580.00
Design Documents.....	\$12,940.00
Construction Documents	\$12,140.00
Construction Administration and up to (3) CA site visits	\$7,160.00
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Hourly Rates	
Principal/ Professional Engineer	\$180.00 / hr.
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Regards,


 Sheldon R. McInelly, PE
 Principal - Electrical

.....
 Signature

Printed Name

Title

Date

September 17, 2025

Gerrald Adams
Perlman Architects
2929 North Central Ave, Suite 1600
Phoenix, AZ 85012

RE: AKRIBIS Engineering Services Proposal
Prescott Fire Station No. 76 Ground-Up Construction
1600 Sundog Ranch Rd.
Prescott, AZ 86301

Gerrald:

Scope of Work

The project will be a CMAR program for a ground-up fire-medical station with the following scope of work:

1. Site program includes typical fire station components: site vehicular driveways, staff & public parking, pedestrian walkways, landscape/hardscape, trash enclosure, NEC 702 Optional Power standby generator, site lighting, screen walls and possibly a monument sign.
2. Approximately 14,000SF, 2-story sf total conditioned building area (plus typical covered entry & patio), up to 4-bays, typical fire station living, sleeping and support areas that will be refined in the Programming Phase.
3. Early pre-purchase of long lead items, most likely from DD phase or after.
4. CMAR Project Delivery Method.
5. Owner Milestone Reviews: Programming, SD, DD & CD (90 & 100%) Phases
6. City Building Permit Review Process, inclusive of all required CD revisions and review comment responses/follow-up
7. Assume all utilities will be available at site ROW.
8. Apparatus Bays will be required to be evap cooled with most likely VRF HVAC system for dorms/living areas
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 - a. G2 Dispatch Alerting System with system design by City separately contracted vendor
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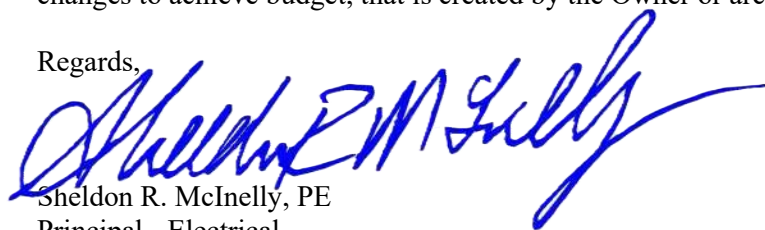
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Regards,



Sheldon R. McInelly, PE
Principal - Electrical

.....
Signature

Printed Name

Title

Date

September 19, 2025

Gerrald Adams, LEED AP
Director
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, Arizona 85012-2727
(480) 951-5900 office x4637
(602) 837-4637 direct
(602) 799-8344 mobile
gerralda@perlmanaz.com

RE: Prescott Fire Station No. 72 – Fire Sprinkler Engineering
530 6th Street, Prescott, AZ 86301
EJ Proposal No. P25153

Gerrald:

EJ Engineering is pleased to submit this proposal to provide fire sprinkler engineering services for the project referenced above. Following is the list of services we propose.

Fire Protection

- Provide Engineered, print-ready, automatic fire sprinkler system construction documents suitable for submission to the City of Prescott (AHJ). Drawings shall include sprinkler and piping layout, center-to-center dimensions, fire line reference site plan with data obtained from the civil engineer. System sizing shall be based on industry-standard hydraulic calculations.
- System design shall be in accordance with Local Codes and NFPA 13 & 291.
- EJ Engineering designers are NICET Level IV & Professional Engineers Registered in the State of Arizona.
- Construction Documents to be provided in AutoCAD and PDF formats. Design via AutoSprink 3D software and any 3D/BIM Coordination is a contingent additional service. Release of AutoSprink files only via additional fee.
- Coordination with other consultants including, electrical/fire alarm engineer, civil and structural engineers shall be included.
- One (1) Fire Protection Flow Test (required). Any flow test permits shall be a reimbursable expense plus 10% markup.
- All plan check corrections, if any, required to obtain permit.



General

- Specifications shall be included on plans or in 8-1/2" x 11" CSI format.
- Background documents in AutoCAD format (version 2018 or current) provided by Architect and/or his sub-consultants.
- Basic project scope includes:
 - Wet Automatic Fire Sprinkler System protection of approximately 14,800 sf two-story new ground-up Fire Station.

EJ Engineering shall provide the aforementioned consulting engineering services for the following lump sum fee:

Phase	Rate/Hr	Principal Eng. / Sr. Consultant \$225	Senior Project Manager \$178	Senior Designer \$96	Project Administrator \$76	Total
Design						
Programming Phase (One(1) virtual meeting)	\$	1 225.00	1 178.00	1 96.00	1 76.00	\$ 575.00
Schematic Design (Two(2) virtual meetings)	\$	1 225.00	4 712.00	0 -	1 76.00	\$ 1,013.00
Design Development (Two(2) virtual meetings)	\$	2 450.00	10 1,780.00	8 768.00	1 76.00	\$ 3,074.00
Construction Documents (Two(2) virtual meetings)	\$	2 450.00	16 2,848.00	5 480.00	1 76.00	\$ 3,854.00
					Design Total	\$ 8,516.00
Fire Flow Test		0	0	8	0	
(Includes travel time for two (2) flow test technicians to perform test)	\$	-	-	768.00	-	\$ 768.00
					Fire Hydrant Test	\$ 650.00
					Flow Test Total	\$ 1,418.00
Construction Administration		0	8	0	0	
(Site Visit with report. Includes travel time)	\$	-	1,424.00	-	-	\$ 1,424.00
					Construction Administration x 3 Visits	\$ 4,272.00
(Shop Drawings & Submittal Review)	\$	0 -	6 1,068.00	0 -	0 -	\$ 1,068.00
					Shop Drawings & Submittal Review	\$ 1,068.00
					Construction Administration Total	\$ 5,340.00
RFI & Clarifications		0	8	0	0	
	\$	-	1,424.00	-	-	\$ 1,424.00
					Warranty Follow Up Total	\$ 1,424.00
As-Built Record Documents		0	4	4	0	
(Based on FP Sub as-built)	\$	-	712.00	384.00	-	\$ 1,096.00
					As-Built Record Documents Total	\$ 1,096.00

Total FP Fee **\$ 17,794.00**



Contingent Additional Services

Should any of the following items be required, it will be billed as a contingent additional service.

- Scope does not include a fire pump unit and/or storage tank(s).
- Scope does not include any dry, pre-action, clean agent, or any passive system design.
 - Fire Systems shall be wet type as the areas to be protected are inside the insulated building areas. Temperatures within the building shall always be presumed to be maintained above 40-Deg Fahr. 24/7/365 (NFPA-13) whether naturally or mechanical means.
- Scope does not include insurance reviewing authority design parameters or submittal.
- Scope does not include fire protection systems within Class I hoods.
- Scope does not include submittal to AHJ, or any application or permit fees.
- Additional flow tests and/or coordination meetings.
- HMIS (Hazardous Materials Inventory Statement), MSDS (Material Safety Data Sheet) and HMMP (Hazardous Materials Management Plan) submittal or preparation.
- Plans indicate sway bracing as required by AHJ and current edition of NFPA-13. However, sway bracing calculations are outside the scope of this contract. Where required by AHJ, General Contractor or Owner, we shall provide calculations as a contingent additional service.
- Any 3D/BIM coordination/ meetings/clash detection exercises shall be based on the EJE's Senior Designer hourly rate (\$178.00).
- 3D file/model of the fire sprinkler design in AutoSPRINK format via separate fee.

In recognition of the relative risks and benefits of the project to both Perlman Architects of AZ, Inc. (the Client) and EJ Engineering, Inc. (the Design Professional), the risks have been allocated such that Perlman Architects of AZ, Inc. agrees to the fullest extent permitted by law, to limit the liability of EJ Engineering to Perlman Architects of AZ, Inc. and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of EJ Engineering to all those named shall not exceed \$250,000.00 (two hundred fifty thousand dollars), or EJ Engineering's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Fee quotations are valid for 90 days from the date of this proposal.



Additional services shall be warranted and negotiated for architectural, structural, or civil revisions, changes and/or new requirements requested after substantial completion. A project is considered substantially complete when less than 5% of the work remains.

Payment terms shall be 30 days from date of invoice. Payment by the client to EJ Engineering shall not be contingent upon receipt of payment by owner to client. Record Documents and/or As-Built drawings will not be released until EJ Engineering has received payment in full from the client. Payment received after 30 days will be subject to a late payment penalty of 12% APR until the balance is paid in full, including interest earned up to the date payment is received. Should legal action become necessary, client agrees to pay in addition to the original contract fee and interest accrued, any legal fees that become associated with a particular project invoice.

Please sign and date on the line provided if these terms are acceptable. Only Signatory Officers of the Firm may accept this proposal and all of the associated terms.

We sincerely appreciate the opportunity to propose on this project. We look forward to your acceptance of these terms and the chance to add value to this project.

Sincerely,

Cesar I. Reyna

Cesar Reyna
Vice President
EJ Engineering, Inc.
EJ2 Construction Group, LLC
EJ Flow Test, LLC dba EJ Flow Tests

Signature: _____
Perlman Architects of Arizona, Inc.

Printed Name: _____

Title: _____

Date: _____

September 19, 2025

Gerrald Adams, LEED AP
Director
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, Arizona 85012-2727
(480) 951-5900 office x4637
(602) 837-4637 direct
(602) 799-8344 mobile
gerralda@perlmanaz.com

RE: Prescott Fire Station No. 73 – Fire Sprinkler Engineering
4700 AZ-89, Prescott, AZ 86301
EJ Proposal No. P25151

Gerrald:

EJ Engineering is pleased to submit this proposal to provide fire sprinkler engineering services for the project referenced above. Following is the list of services we propose.

Fire Protection

- Provide Engineered, print-ready, automatic fire sprinkler system construction documents suitable for submission to the City of Prescott (AHJ). Drawings shall include sprinkler and piping layout, center-to-center dimensions, fire line reference site plan with data obtained from the civil engineer. System sizing shall be based on industry-standard hydraulic calculations.
- System design shall be in accordance with Local Codes and NFPA 13 & 291.
- EJ Engineering designers are NICET Level IV & Professional Engineers Registered in the State of Arizona.
- Construction Documents to be provided in AutoCAD and PDF formats. Design via AutoSprink 3D software and any 3D/BIM Coordination is a contingent additional service. Release of AutoSprink files only via additional fee.
- Coordination with other consultants including, electrical/fire alarm engineer, civil and structural engineers shall be included.
- One (1) Fire Protection Flow Test (required). Any flow test permits shall be a reimbursable expense plus 10% markup.
- All plan check corrections, if any, required to obtain permit.



General

- Specifications shall be included on plans or in 8-1/2" x 11" CSI format.
- Background documents in AutoCAD format (version 2018 or current) provided by Architect and/or his sub-consultants.
- Basic project scope includes:
 - Wet Automatic Fire Sprinkler System protection of approximately 14,800 sf two-story new ground-up Fire Station.

EJ Engineering shall provide the aforementioned consulting engineering services for the following lump sum fee:

Phase	Rate/Hr	Principal Eng. / Sr. Consultant \$225	Senior Project Manager \$178	Senior Designer \$96	Project Administrator \$76	Total
Design						
Programming Phase (One(1) virtual meeting)	\$	1 225.00	1 178.00	1 96.00	1 76.00	\$ 575.00
Schematic Design (Two(2) virtual meetings)	\$	1 225.00	4 712.00	0 -	1 76.00	\$ 1,013.00
Design Development (Two(2) virtual meetings)	\$	2 450.00	10 1,780.00	8 768.00	1 76.00	\$ 3,074.00
Construction Documents (Two(2) virtual meetings)	\$	2 450.00	16 2,848.00	5 480.00	1 76.00	\$ 3,854.00
					Design Total	\$ 8,516.00
Fire Flow Test		0	0	8	0	
(Includes travel time for two (2) flow test technicians to perform test)	\$	-	-	768.00	-	\$ 768.00
					Fire Hydrant Test	\$ 650.00
					Flow Test Total	\$ 1,418.00
Construction Administration		0	8	0	0	
(Site Visit with report. Includes travel time)	\$	-	1,424.00	-	-	\$ 1,424.00
					Construction Administration x 3 Visits	\$ 4,272.00
(Shop Drawings & Submittal Review)	\$	0 -	6 1,068.00	0 -	0 -	\$ 1,068.00
					Shop Drawings & Submittal Review	\$ 1,068.00
					Construction Administration Total	\$ 5,340.00
RFI & Clarifications		0	8	0	0	
	\$	-	1,424.00	-	-	\$ 1,424.00
					Warranty Follow Up Total	\$ 1,424.00
As-Built Record Documents		0	4	4	0	
(Based on FP Sub as-built)	\$	-	712.00	384.00	-	\$ 1,096.00
					As-Built Record Documents Total	\$ 1,096.00

Total FP Fee **\$ 17,794.00**



Contingent Additional Services

Should any of the following items be required, it will be billed as a contingent additional service.

- Scope does not include a fire pump unit and/or storage tank(s).
- Scope does not include any dry, pre-action, clean agent, or any passive system design.
 - Fire Systems shall be wet type as the areas to be protected are inside the insulated building areas. Temperatures within the building shall always be presumed to be maintained above 40-Deg Fahr. 24/7/365 (NFPA-13) whether naturally or mechanical means.
- Scope does not include insurance reviewing authority design parameters or submittal.
- Scope does not include fire protection systems within Class I hoods.
- Scope does not include submittal to AHJ, or any application or permit fees.
- Additional flow tests and/or coordination meetings.
- HMIS (Hazardous Materials Inventory Statement), MSDS (Material Safety Data Sheet) and HMMP (Hazardous Materials Management Plan) submittal or preparation.
- Plans indicate sway bracing as required by AHJ and current edition of NFPA-13. However, sway bracing calculations are outside the scope of this contract. Where required by AHJ, General Contractor or Owner, we shall provide calculations as a contingent additional service.
- Any 3D/BIM coordination/ meetings/clash detection exercises shall be based on the EJE's Senior Designer hourly rate (\$178.00).
- 3D file/model of the fire sprinkler design in AutoSPRINK format via separate fee.

In recognition of the relative risks and benefits of the project to both Perlman Architects of AZ, Inc. (the Client) and EJ Engineering, Inc. (the Design Professional), the risks have been allocated such that Perlman Architects of AZ, Inc. agrees to the fullest extent permitted by law, to limit the liability of EJ Engineering to Perlman Architects of AZ, Inc. and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of EJ Engineering to all those named shall not exceed \$250,000.00 (two hundred fifty thousand dollars), or EJ Engineering's total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Fee quotations are valid for 90 days from the date of this proposal.



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We sincerely appreciate the opportunity to propose on this project. We look forward to your acceptance of these terms and the chance to add value to this project.

Sincerely,

Cesar I. Reyna

Cesar Reyna
Vice President
EJ Engineering, Inc.
EJ2 Construction Group, LLC
EJ Flow Test, LLC dba EJ Flow Tests

Signature: _____
Perlman Architects of Arizona, Inc.

Printed Name: _____

Title: _____

Date: _____

September 19, 2025

Gerrald Adams, LEED AP
Director
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, Arizona 85012-2727
(480) 951-5900 office x4637
(602) 837-4637 direct
(602) 799-8344 mobile
gerralda@perlmanaz.com

RE: Prescott Fire Station No. 76 – Fire Sprinkler Engineering
1600 Sundog Ranch Rd, Prescott, AZ 86301
EJ Proposal No. P25152

Gerrald:

EJ Engineering is pleased to submit this proposal to provide fire sprinkler engineering services for the project referenced above. Following is the list of services we propose.

Fire Protection

- Provide Engineered, print-ready, automatic fire sprinkler system construction documents suitable for submission to the City of Prescott (AHJ). Drawings shall include sprinkler and piping layout, center-to-center dimensions, fire line reference site plan with data obtained from the civil engineer. System sizing shall be based on industry-standard hydraulic calculations.
- System design shall be in accordance with Local Codes and NFPA 13 & 291.
- EJ Engineering designers are NICET Level IV & Professional Engineers Registered in the State of Arizona.
- Construction Documents to be provided in AutoCAD and PDF formats. Design via AutoSprink 3D software and any 3D/BIM Coordination is a contingent additional service. Release of AutoSprink files only via additional fee.
- Coordination with other consultants including, electrical/fire alarm engineer, civil and structural engineers shall be included.
- One (1) Fire Protection Flow Test (required). Any flow test permits shall be a reimbursable expense plus 10% markup.
- All plan check corrections, if any, required to obtain permit.



General

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					Warranty Follow Up Total	\$ 1,424.00
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Total FP Fee **\$ 17,794.00**



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Sincerely,

Cesar I. Reyna

Cesar Reyna
Vice President
EJ Engineering, Inc.
EJ2 Construction Group, LLC
EJ Flow Test, LLC dba EJ Flow Tests

Signature: _____
Perlman Architects of Arizona, Inc.

Printed Name: _____

Title: _____

Date: _____



September 19, 2025 Revised October 14, 2025

Mr. Gerrald Adams, LEED AP
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012

RE: Proposal for Civil Engineering and Land Surveying Services
Prescott Fire Station 72
CDS Project # 1332

Dear Gerrald:

Civil Design Solutions, LLC (CDS) appreciates this opportunity to submit this proposal to provide civil engineering and land surveying services to Perlman Architects of Arizona, Inc. as agent for the City of Prescott (COP). The services outlined in this proposal are in connection with the feasibility evaluation and remodel or tear-down and replace the existing fire station 72. Fire Station 72 is located at the northwest corner of 6th Street and Granite Creek Park with address of 530 6th Street and APN 113-13-031L. This proposal consists of nine pages, is valid for 60 days, and includes the following sections:

Proposal Letter	Pages 1-2
Exhibit A: Detailed Scope of Services	Pages 3-6
Exhibit B: Summary of Proposed Fees	Page 7
Exhibit C: Proposal Assumptions	Page 8
Exhibit D: Survey Limits Exhibit	Page 9

A monthly invoice will be provided showing the time and materials effort into each of the phases with the fees shown in this proposal as the not-to-exceed amount for each phase. Any plan review or permit fees shall be paid directly by the Client or Owner.

We trust this provides adequate information for evaluating our proposal and we look forward to working with you on this project. If you have any questions concerning this proposal, please don't hesitate to contact our office.

Under the provisions of A.R.S. 41-4401, CDS warrants to Client that we comply with all Federal Immigration laws and regulations that relate to our employees and that we comply with the E-Verify program under A.R.S. 23-214 (A).

This Proposal letter and the attachments, Exhibits A-C and the Agreement for Professional Services, constitute the entire agreement between the parties hereto and is effective on the date set forth. A space is provided on the Agreement for Professional Services for you to sign indicating your acceptance of this proposal. Your signature also serves as authorization to

proceed with the work. Please return one signed copy to our office (scanned pdf is acceptable and preferred).

If you have any questions or would like to discuss this proposal further, I would be pleased to meet with you at your convenience.

Sincerely,

Civil Design Solutions, LLC



William E. Gasque, P.E.
Principal

Enclosures: Exhibits A–C
 Agreement for Professional Services

ACCEPTED: PERLMAN ARCHITECTS OF ARIZONA, INC.

By: _____
 (Authorized Representative signature)

Title: _____

Date: _____

EXHIBIT A DETAILED SCOPE OF SERVICES Prescott Fire Station 72

Based upon our understanding of the scope of the project and the assumptions listed below, CDS proposes to perform these services:

BASE SERVICES

A. Pre-Design Services

CDS will perform the following services during the Pre-Design phase:

- **ALTA and Topographic Survey.** CDS' surveyor (RLF Consulting, LTD) will perform an ALTA/NRCS and topographic field survey of the parcel and adjacent rights-of-way using a combination of conventional and GPS survey techniques to obtain necessary ground information and supplemental mapping detail that will be incorporated into the mapping base drawing. All apparent aboveground utilities will be located and shown, as well as all existing improvements. Finished floor elevations will be shown for all existing buildings. At minimum, two temporary survey monuments will be located or established on project site to provide horizontal and vertical control to support future construction effort. A base map will be prepared (in AutoCAD format) to 1-inch equals 20-feet or other appropriate scale suitable for design and presentation, or as suggested and acceptable by the architect. This drawing will be the base map to reflect existing conditions in all subsequent design efforts. One-foot contour intervals will be shown, as well as actual surface elevations on key features. The limits of the topographic survey is attached as Exhibit D.
- **Title Report.** A title report will be ordered for the respective parcel to identify all encumbrances on the property and for use in preparation of the ALTA/NSPS Survey. The title report invoice will be submitted as a reimbursable expense.
- **Survey Drawing Conversion.** CDS will manipulate and convert the survey to CDS layer and cad standards for our use in design.
- **Initial Site Visit and Photo Documentation.** A CDS engineer will visit the site and photo-document the existing conditions for future reference.
- **Architectural Cad Base File.** CDS will obtain a copy of the architectural cad base file from the architect and correlate it to the survey coordinate system to ensure ease in construction layout and field staking. The architectural site plan will be redrawn to check geometry and ensure all features are spatially accurate. Afterwards, the base file will be returned to the Architect and project team for use.
- **Bluestake Coordination.** CDS will place a design request with Arizona 811 (Bluestake) to identify the utility companies and request utility maps and as-built drawings.
- **Survey Cad File Modification.** CDS will update the survey cad file to reflect the maps provided by the utility companies.

B. Schematic Design / Site Plan

CDS will initiate engineering for the project and prepare plans to a schematic design level. Preliminary Grading and Drainage Plans and Preliminary Utility Plan will be prepared for the site plan submittal. Deliverables and tasks for this phase will include:

- **SD Site Paving Plans.** Site Paving Plans will be prepared at a scale of 1"=20' showing the various types of paving and locations of site improvements.
- **Preliminary Grading and Drainage Plans.** Preliminary Grading and Drainage Plans will be prepared at a scale of 1"=20' showing site grading including drainage arrows indicating surface flow direction and some spot elevations. The Preliminary Grading and Drainage Plans are prepared for submittal to the City of Prescott as part of the Site Plan Submittal.

- **Preliminary Utility Plan.** Preliminary Utility Plans will be prepared at a scale of 1"=20' showing connections to the existing utilities and on-site utility extensions. The Preliminary Utility Plans are prepared for submittal to the City of Prescott as part of the Site Plan Submittal.
- **Preliminary Drainage Report.** CDS will prepare the Preliminary Drainage Report for submittal to the City of Prescott for the site plan submittal.
- **Preliminary Water Report.** CDS will prepare the Preliminary Water Report for submittal to the City of Prescott for the site plan submittal.
- **Preliminary Sewer Report.** CDS will prepare the Preliminary Sewer Report for submittal to the City of Prescott for the site plan submittal.
- **Utility Identification.** CDS will identify all the affected utilities through AZ blue stake and request utility maps from the utility companies.
- **Team Coordination.** CDS will coordinate with the project team as required.
- **Project Meeting.** CDS will attend meetings with the Architect and Owner as required. One on-site meeting is included in this phase.

C. Design Development

CDS will initiate engineering for the project and prepare plans to a design development level. Deliverables and tasks for this phase will include:

- **Site Plan/Design Review Process.** CDS will continue the design review process by continuing development of the preliminary engineering plans and preliminary drainage report.
- **Site Paving Plans.** Site Paving Plans will be prepared at a scale of 1"=20' showing the various types of paving and locations of site improvements.
- **Site Grading and Drainage Plans.** Grading and Drainage Plans will be prepared at a scale of 1"=20' showing site grading including drainage arrows indicating surface flow direction and some spot elevations. The finished floor elevation will be set during this phase.
- **Site Utility Plans.** Utility Plans will be prepared at a scale of 1"=20' showing connections to the existing utilities. As noted in the RFQ, the existing underground utilities and septic system are assumed to be reused.
- **Utility Coordination.** CDS will initiate contact with the utilities and start the coordination process.
- **Utility Conflict Review Notices.** At the end of this phase, CDS will send copies of the site, grading, and utility plans to the affected utility companies to perform a conflict review.
- **Meetings.** CDS will attend project meetings as needed. Two on-site meetings are included in this phase.

D. Construction Documents

CDS will prepare Construction Documents as noted below. Deliverables and tasks for this phase will include:

- **Cover Sheet.** A Cover Sheet will be prepared.
- **General Notes.** A General Notes sheet will be prepared to include standard notes provided by the Owner, notes relevant to the surrounding area, and Engineer's notes.
- **Site Demolition Plan.** If required, a Site Demolition Plan will be prepared at a scale of 1"=20' showing the existing features that need to be removed for the new development.
- **Site Paving Plan.** Site Paving Plans will be prepared at a scale of 1"=20' showing the various types of paving and locations of site improvements.
- **Concrete Jointing Plan.** A Concrete Jointing Plan will be prepared at a scale of 1"=20' showing the locations of joints in the concrete pavement.
- **Site Grading and Drainage Plan.** Grading and Drainage Plans will be prepared at a scale of 1"=20' showing site grading including spot elevations on the hardscape improvements, drainage arrows with slopes indicating surface flow direction, and proposed contours on the unpaved areas.
- **Site Utility Plan.** Utility Plans will be prepared at a scale of 1"=20' showing connections to the existing utilities. As noted in the RFQ, the existing underground utilities and septic system are assumed to be reused.
- **Storm Drain Profiles.** If required, CDS will prepare storm drain profiles.

- **Sanitary Sewer Profiles.** If required, CDS will prepare sanitary sewer profiles.
- **Detail Sheets.** Detail Sheets will be prepared showing any details necessary to construct the civil site improvements.
- **Storm Water Management Plan.** The Storm Water Management Plan (SWMP) will be prepared showing the best management practices for controlling soil erosion and sediment transport for the construction of the site. The SWMP is an integral part of the Storm Water Pollution Prevention Plan (SWPPP). As such, it is intended that the SWMP will be incorporated into the SWPPP by the party responsible for the SWPPP, usually the Contractor.
- **YCESU Approval to Construct Permit.** CDS will coordinate with the City and obtain and prepare the necessary documents to apply for the Approval to Construct (ATC) from the Yavapai County Environmental Service Unit (YCESU).
- **Specifications.** All sitework will rely on the MAG standard specifications and the City of Prescott Supplement to the MAG Uniform Standard Specifications and Details.
- **Meetings.** CDS will attend project meetings as needed. Two on-site meeting at included in this phase.

E. Basis of Design Reports

CDS will prepare the Basis of Design Reports as noted below. Deliverables and tasks for this phase will include:

- **Final Drainage Report.** CDS will prepare the Final Drainage Report to present the drainage calculations for the site and finalize the overall storm water management strategy.
- **Final Water Report.** CDS will prepare the Final Water Report as required to provide the basis of design and detailed calculations supporting the sizing of proposed water mains and water infrastructure.
- **Final Sewer Report.** CDS will prepare the Final Sewer Report as required to provide the basis of design and detailed calculations supporting the sizing of proposed sanitary sewer lines and sewer infrastructure.

F. Construction Administration

CDS will perform construction administration for the civil site work portion of the construction.

- **Office Support.** Office support includes responding to Requests for Information (RFI) and reviewing submittals and shop drawings.
- **Site Visit.** CDS assumes that no more than four (4) site visits will be required during construction. Each site visit will be documented with a site visit observation memorandum. Design changes initiated by the Owner or Contractor are not included.
- **Punch List Inspection.** CDS will perform a punch list inspection at substantial completion and prepare the punch list memorandum.

G. Traffic Impact Statement

CDS' traffic engineering subconsultant (Lokahi Group) will provide traffic engineering and planning services including determining the impact of the fire station traffic on the surrounding roadway network and recommending improvements based on that impact. Obtaining traffic counts is not included in the scope of work. CDS recommends an allowance of \$3,000 be included in case traffic counts are required. Deliverables and tasks for this phase will include:

- Prepare a draft memorandum including figures, documentation, and conclusions for a Traffic Impact Statement (TIS). The memorandum will include the following:
 - Existing conditions
 - Site Plan
 - Adjacent street volumes (if available)
 - Access analysis
 - Traffic related impacts of the proposed development
- The draft memorandum will be provided for review and comment.
- Incorporate review comments as appropriate into the final signed and sealed TIS.

H. Feasibility Study

CDS will assist Perlman Architects with preparation of the feasibility study for upgrading the existing fire station by recommending site improvements that support that effort. Preparation of plans are not anticipated during this phase.

OPTIONAL SERVICES

I. As-Built / Record Drawings

CDS will prepare as-built record drawings in cad based on Contractor's redlines and CDS site visits.

J. Legal Descriptions and Exhibits

If required and as requested, CDS and its surveying subconsultant will prepare a legal description and exhibit for easements or other dedication instrument. Fee shown is on a per easement basis.

K. YCESU Construction Services

The YCESU Approval of Construction (AOC) application requires an Engineer to certify that the construction was performed in accordance with the approved plans. Therefore, CDS will provide construction support by performing the following tasks during the water and sanitary sewer construction.

- **Site Visit.** CDS has allocated three (3) site visits each during construction of the sewer and water installation. Each site visit includes time spent onsite and time in the office to write a site visit observation memorandum. Design changes initiated by the Owner or Contractor are not included.
- **Sanitary Sewer Testing Inspection.** CDS will be coordinate with the Contractor and City Inspectors to obtain all the documentation of the sanitary sewer and manhole testing.
- **Water Main Testing Inspection.** CDS will be coordinate with the Contractor and City Inspectors to obtain all the documentation of the water main testing.
- **Permit Close-out.** CDS will prepare and obtain the necessary documents to close-out the water and sewer permits and apply for the Approval of Construction permit.

ALLOWANCES

Reimbursable Expenses Allowance

Reasonable out-of-pocket expenses incurred by CDS in the provisions of services under this agreement will be billed to the Client on the basis of actual cost, with no markup for overhead and handling. Reimbursable expenses include, but are not limited to, items such as fees for obtaining quarter section maps and as-built plans, document reproduction, and title reports.

Traffic Count Allowance

CDS recommends an allowance be set aside for obtaining updated traffic counts should recent data not be available.

EXHIBIT B
Summary of Proposed Fees
Prescott Fire Station 72

BASE SERVICES (LUMP SUM)

A. Programming / Pre-Design Phase	\$16,094
B. Schematic Design / Site Plan Phase	\$13,535
C. Design Development (DD) Phase	\$12,160
D. Construction Documents (CD) Phase	\$28,635
E. Basis of Design Reports	\$7,750
F. Construction Administration (CA) Phase	\$11,330
G. Traffic Impact Statement	\$4,750
H. Feasibility Study	\$3,020

TOTAL BASE SERVICES (LUMP SUM)	\$97,274
---------------------------------------	-----------------

OPTIONAL SERVICES (LUMP SUM)

These services only performed if authorized by the City of Prescott.

I. As-Built / Record Drawings to CAD	\$1,990
J. Legal Descriptions with Exhibits	\$1,584
K. YCESU Construction Services	\$10,340

TOTAL OPTIONAL SERVICES (LUMP SUM)	\$13,914
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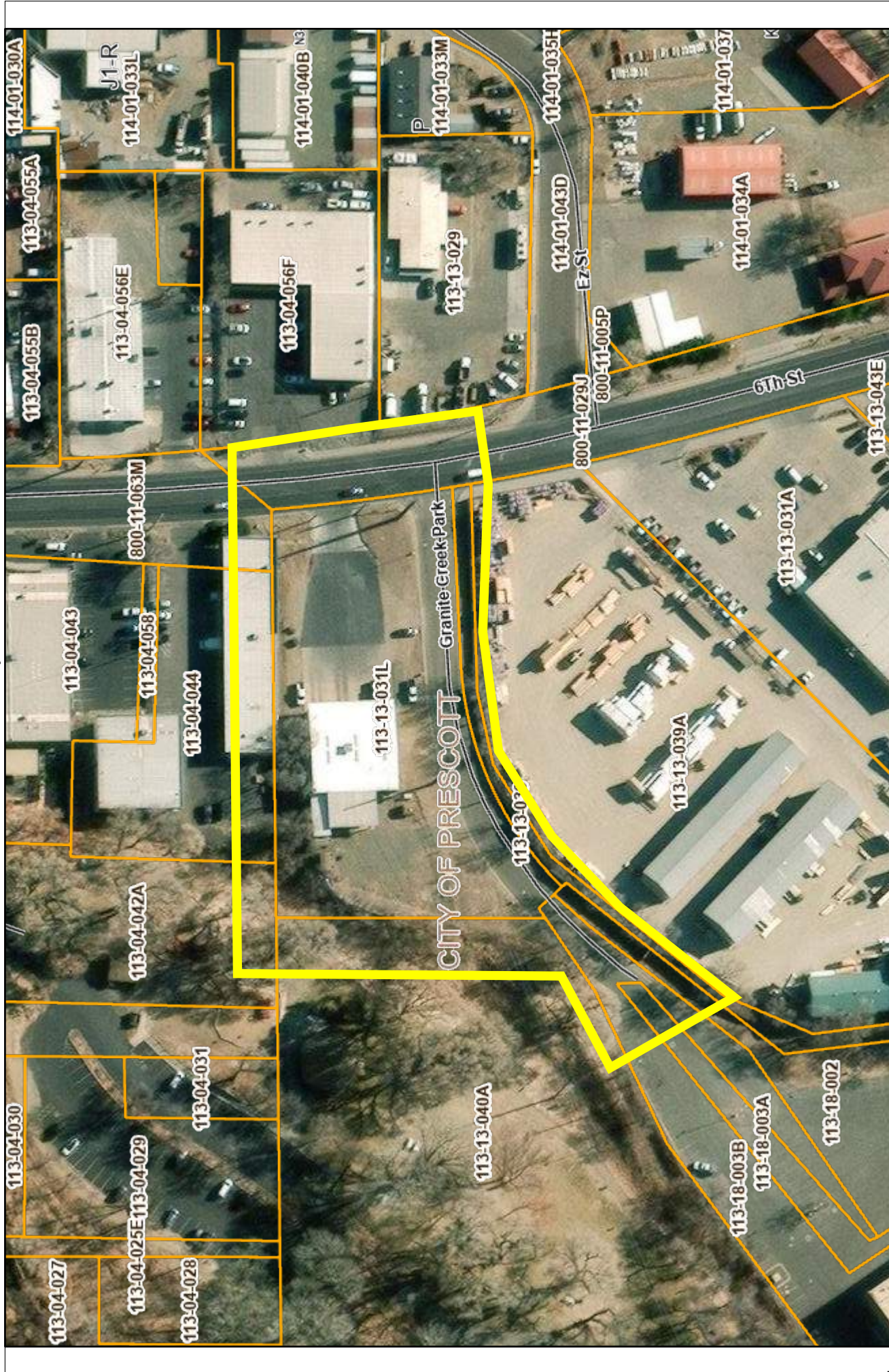
ALLOWANCES

Reimbursable Expenses	\$1,000
Traffic Counts	\$3,000

EXHIBIT C
PROPOSAL ASSUMPTIONS
Prescott Fire Station 72

This scope of work is based on the following assumptions and qualifications. If further investigation into the project discloses conditions other than those assumed, we will advise you and assist in making appropriate adjustments to the scope of work and budget:

- The Owner will make provisions for legal entry and access onto the site for CDS personnel and our subconsultants.
- A geotechnical report will be furnished by the Architect. We will rely on the recommendations contained therein.
- Unless specifically included, all utilities are assumed to be adjacent to the Site and off-site utility extensions are not included in the scope of work.
- The design of off-site utilities is not included in the scope of work.
- The design of off-site roadway improvements is not included in the scope of work unless specifically stated.
- The structural design of retaining walls is not included in the scope of work.
- Traffic counts are not included in the scope of work. An allowance has been included for traffic counts.
- Cost estimating is assumed to be done by the Contractor or cost estimator.
- The design of traffic signals and streetlighting is not included in the scope of work.
- Floodplain modeling is not included in the scope of work.





YAVAPAI COUNTY

Disclaimer:
Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.

0 0.01 0.02 0.04 0.07 Miles
0 0.02 0.04 0.07 Kilometers

1:1,598

Map Created 9/13/2025



September 19, 2025 Revised October 14, 2025

Mr. Gerrald Adams, LEED AP
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012

RE: Proposal for Civil Engineering and Land Surveying Services
Prescott Fire Station 73
CDS Project # 1333

Dear Gerrald:

Civil Design Solutions, LLC (CDS) appreciates this opportunity to submit this proposal to provide civil engineering and land surveying services to Perlman Architects of Arizona, Inc. as agent for the City of Prescott (COP). The services outlined in this proposal are in connection with the development of the new fire station 73 located at the northwest corner of the Phippen Trail and SR 89 Roundabout with address of 4708 N. State Route 89 and APN 800-11-096C. This proposal assumes that some amount of land will be purchased north of the existing trailhead parking from the parcel with APN 106-01-058A to utilize for the new fire station. This proposal consists of eleven pages, is valid for 60 days, and includes the following sections:

Proposal Letter	Pages 1-2
Exhibit A: Detailed Scope of Services	Pages 3-8
Exhibit B: Summary of Proposed Fees	Page 9
Exhibit C: Proposal Assumptions	Page 10
Exhibit D: Survey Limits Exhibit	Page 11

A monthly invoice will be provided showing the time and materials effort into each of the phases with the fees shown in this proposal as the not-to-exceed amount for each phase. Any plan review or permit fees shall be paid directly by the Client or Owner.

We trust this provides adequate information for evaluating our proposal and we look forward to working with you on this project. If you have any questions concerning this proposal, please don't hesitate to contact our office.

Under the provisions of A.R.S. 41-4401, CDS warrants to Client that we comply with all Federal Immigration laws and regulations that relate to our employees and that we comply with the E-Verify program under A.R.S. 23-214 (A).

This Proposal letter and the attachments, Exhibits A-C and the Agreement for Professional Services, constitute the entire agreement between the parties hereto and is effective on the date set forth. A space is provided on the Agreement for Professional Services for you to sign

indicating your acceptance of this proposal. Your signature also serves as authorization to proceed with the work. Please return one signed copy to our office (scanned pdf is acceptable and preferred).

If you have any questions or would like to discuss this proposal further, I would be pleased to meet with you at your convenience.

Sincerely,

Civil Design Solutions, LLC



William E. Gasque, P.E.
Principal

Enclosures: Exhibits A–C
Agreement for Professional Services

ACCEPTED: PERLMAN ARCHITECTS OF ARIZONA, INC.

By: _____
(Authorized Representative signature)

Title: _____

Date: _____

EXHIBIT A DETAILED SCOPE OF SERVICES Prescott Fire Station 73

Based upon our understanding of the scope of the project and the assumptions listed below, CDS proposes to perform these services:

BASE SERVICES

A. Pre-Design Services

CDS will perform the following services during the Pre-Design phase:

- **ALTA and Topographic Survey.** CDS' surveyor (RLF Consulting, LTD) will perform an ALTA/NRCS and topographic field survey of the parcel and adjacent rights-of-way using a combination of conventional and GPS survey techniques to obtain necessary ground information and supplemental mapping detail that will be incorporated into the mapping base drawing. All apparent aboveground utilities will be located and shown, as well as all existing improvements. Finished floor elevations will be shown for all existing buildings. At minimum, two temporary survey monuments will be located or established on project site to provide horizontal and vertical control to support future construction effort. A base map will be prepared (in AutoCAD format) to 1-inch equals 20-feet or other appropriate scale suitable for design and presentation, or as suggested and acceptable by the architect. This drawing will be the base map to reflect existing conditions in all subsequent design efforts. One-foot contour intervals will be shown, as well as actual surface elevations on key features. The limits of the topographic survey is attached as Exhibit D.
- **Title Report.** A title report will be ordered for the respective parcel to identify all encumbrances on the property and for use in preparation of the ALTA/NSPS Survey. A title report will also be ordered for the adjacent parcel to identify all encumbrances on the property to be purchased. The title report invoice will be submitted as a reimbursable expense.
- **Survey Drawing Conversion.** CDS will manipulate and convert the survey to CDS layer and cad standards for our use in design.
- **Initial Site Visit and Photo Documentation.** A CDS engineer will visit the site and photo-document the existing conditions for future reference.
- **Architectural Cad Base File.** CDS will obtain a copy of the architectural cad base file from the architect and correlate it to the survey coordinate system to ensure ease in construction layout and field staking. The architectural site plan will be redrawn to check geometry and ensure all features are spatially accurate. Afterwards, the base file will be returned to the Architect and project team for use.
- **Bluestake Coordination.** CDS will place a design request with Arizona 811 (Bluestake) to identify the utility companies and request utility maps and as-built drawings.
- **Survey Cad File Modification.** CDS will update the survey cad file to reflect the maps provided by the utility companies.

B. Schematic Design / Site Plan

CDS will initiate engineering for the project and prepare plans to a schematic design level. Preliminary Grading and Drainage Plans and Preliminary Utility Plan will be prepared for the site plan submittal. Deliverables and tasks for this phase will include:

- **SD Site Paving Plans.** Site Paving Plans will be prepared at a scale of 1"=20' showing the various types of paving and locations of site improvements.
- **Preliminary Grading and Drainage Plans.** Preliminary Grading and Drainage Plans will be prepared at a scale of 1"=20' showing site grading including drainage arrows indicating surface flow direction and some spot elevations. The Preliminary Grading and Drainage Plans are prepared for submittal to the City of Prescott as part of the Site Plan Submittal.

- **Preliminary Utility Plan.** Preliminary Utility Plans will be prepared at a scale of 1"=20' showing connections to the existing utilities and on-site utility extensions. The Preliminary Utility Plans are prepared for submittal to the City of Prescott as part of the Site Plan Submittal.
- **Preliminary Drainage Report.** CDS will prepare the Preliminary Drainage Report for submittal to the City of Prescott for the site plan submittal.
- **Preliminary Water Report.** CDS will prepare the Preliminary Water Report for submittal to the City of Prescott for the site plan submittal.
- **Preliminary Sewer Report.** CDS will prepare the Preliminary Sewer Report for submittal to the City of Prescott for the site plan submittal.
- **Utility Identification.** CDS will identify all the affected utilities through AZ blue stake and request utility maps from the utility companies.
- **Team Coordination.** CDS will coordinate with the project team as required.
- **Project Meeting.** CDS will attend meetings with the Architect and Owner as required. One on-site meeting is included in this phase.

C. Design Development

CDS will initiate engineering for the project and prepare plans to a design development level. Deliverables and tasks for this phase will include:

- **Site Plan/Design Review Process.** CDS will continue the design review process by continuing development of the preliminary engineering plans and preliminary drainage report.
- **Site Paving Plans.** Site Paving Plans will be prepared at a scale of 1"=20' showing the various types of paving and locations of site improvements.
- **Site Grading and Drainage Plans.** Grading and Drainage Plans will be prepared at a scale of 1"=20' showing site grading including drainage arrows indicating surface flow direction and some spot elevations. The finished floor elevation will be set during this phase.
- **Site Utility Plans.** Utility Plans will be prepared at a scale of 1"=20' showing connections to the existing utilities. As noted in the RFQ, the existing underground utilities and septic system are assumed to be reused.
- **Utility Coordination.** CDS will initiate contact with the utilities and start the coordination process.
- **Utility Conflict Review Notices.** At the end of this phase, CDS will send copies of the site, grading, and utility plans to the affected utility companies to perform a conflict review.
- **Meetings.** CDS will attend project meetings as needed. Two on-site meetings are included in this phase.

D. Construction Documents

CDS will prepare Construction Documents as noted below. Deliverables and tasks for this phase will include:

- **Cover Sheet.** A Cover Sheet will be prepared.
- **General Notes.** A General Notes sheet will be prepared to include standard notes provided by the Owner, notes relevant to the surrounding area, and Engineer's notes.
- **Site Demolition Plan.** If required, a Site Demolition Plan will be prepared at a scale of 1"=20' showing the existing features that need to be removed for the new development.
- **Site Paving Plan.** Site Paving Plans will be prepared at a scale of 1"=20' showing the various types of paving and locations of site improvements.
- **Concrete Jointing Plan.** A Concrete Jointing Plan will be prepared at a scale of 1"=20' showing the locations of joints in the concrete pavement.
- **Site Grading and Drainage Plan.** Grading and Drainage Plans will be prepared at a scale of 1"=20' showing site grading including spot elevations on the hardscape improvements, drainage arrows with slopes indicating surface flow direction, and proposed contours on the unpaved areas.
- **Site Utility Plan.** Utility Plans will be prepared at a scale of 1"=20' showing connections to the existing utilities. As noted in the RFQ, the existing underground utilities and septic system are assumed to be reused.

- **Storm Drain Profiles.** If required, CDS will prepare storm drain profiles.
- **Sanitary Sewer Profiles.** If required, CDS will prepare sanitary sewer profiles.
- **Detail Sheets.** Detail Sheets will be prepared showing any details necessary to construct the civil site improvements.
- **Storm Water Management Plan.** The Storm Water Management Plan (SWMP) will be prepared showing the best management practices for controlling soil erosion and sediment transport for the construction of the site. The SWMP is an integral part of the Storm Water Pollution Prevention Plan (SWPPP). As such, it is intended that the SWMP will be incorporated into the SWPPP by the party responsible for the SWPPP, usually the Contractor.
- **YCESU Approval to Construct Permit.** CDS will coordinate with the City and obtain and prepare the necessary documents to apply for the Approval to Construct (ATC) from the Yavapai County Environmental Service Unit (YCESU).
- **Specifications.** All sitework will rely on the MAG standard specifications and the City of Prescott Supplement to the MAG Uniform Standard Specifications and Details.
- **Meetings.** CDS will attend project meetings as needed. Two on-site meeting at included in this phase.

E. Basis of Design Reports

CDS will prepare the Basis of Design Reports as noted below. Deliverables and tasks for this phase will include:

- **Final Drainage Report.** CDS will prepare the Final Drainage Report to present the drainage calculations for the site and finalize the overall storm water management strategy.
- **Final Water Report.** CDS will prepare the Final Water Report as required to provide the basis of design and detailed calculations supporting the sizing of proposed water mains and water infrastructure.
- **Final Sewer Report.** CDS will prepare the Final Sewer Report as required to provide the basis of design and detailed calculations supporting the sizing of proposed sanitary sewer lines and sewer infrastructure.

F. Construction Administration

CDS will perform construction administration for the civil site work portion of the construction.

- **Office Support.** Office support includes responding to Requests for Information (RFI) and reviewing submittals and shop drawings.
- **Site Visit.** CDS assumes that no more than four (4) site visits will be required during construction. Each site visit will be documented with a site visit observation memorandum. Design changes initiated by the Owner or Contractor are not included.
- **Punch List Inspection.** CDS will perform a punch list inspection at substantial completion and prepare the punch list memorandum.

G. Traffic Impact Statement

CDS' traffic engineering subconsultant (Lokahi Group) will provide traffic engineering services to complete a Traffic Impact Analysis – Category I for the proposed fire station development. This scope has been developed to adhere to the guidelines outlined in the City of Prescott's Traffic Impact Analysis document and incorporates feedback received from City staff. Deliverables and tasks for this phase will include:

- Background
 - Conduct review of the study area and intersections to document the existing conditions and existing traffic operations
 - Analysis of the existing traffic operations
 - Obtain existing traffic signal timing from the City of Prescott.
- Existing Traffic Volumes
 - Utilize a local traffic data collection firm, to collect traffic counts.
 - Obtain typical weekly bi-directional counts at the following locations:
 - SR 89, North of Phippen Trail
 - Phippen Trail, East of SR 89

- Obtain typical weekday 4 hours of turning movement counts during the AM (7:00 to 9:00 am) and PM (4:00 to 6:00 pm) peak hours, at the SR 89 and Phippen Trail intersection
 - Calculate AM and PM peak hour
 - Calculate peak hour factor.
- Existing Capacity Analysis
 - Build a traffic model in Synchro Version 12 of the study intersection and segments. The traffic model will include the roadway geometrics, lane configuration, type of traffic control, and turn bay storage lengths.
 - Using methodology presented in the Highway Capacity Manual, 7th Edition, and traffic analysis software, Synchro Version 12, perform capacity analyses for the existing conditions.
- Crash Analysis
 - Obtain crash data for the most current 3-year period available at study intersection.
 - Analyze collision types and any observed patterns.
- Trip Generation
 - Trip generation calculation for the weekday and AM and PM peak hours for the development
 - Trip generation will be based on the Institute of Transportation Engineers publication entitled Trip Generation Manual, 12th Edition..
- Trip Distribution & Assignment
 - Estimate the general pattern of travel for the proposed development entering and leaving during the AM and PM peak hours for the opening year.
- Opening Year Traffic Volumes
 - Estimate the opening year future background and build traffic volumes for the intersection listed for erh AM and PM peak hours.
 - Include known surrounding developments in opening year background traffic volumes.
 - Coordinate with the City of Prescott on assumptions on roadway connections, growth factors, etc.
- Opening Year Capacity Analysis & Improvement Analysis
 - Analyze the opening year operation (capacity analysis) and analyze potential necessary improvements for the intersection and proposed site driveways.
 - Evaluate ingress and egress operations at the proposed fire station driveway to confirm adequate access for emergency vehicles.
 - Assess the need for a slip lane or auxiliary right-turn lane at this location and provide recommendations as appropriate.
- Traffic Signal Warrant
 - Provide a signal warrant or justification analysis for the proposed emergency vehicle signal on SR 89 north of the roundabout at the fire station driveway.
 - Evaluate the proximity of the proposed signal to the existing roundabout and confirm that northbound stacking on SR 89 during emergency signal activation will not negatively impact roundabout operations or impede fire movements through the roundabout to southbound SR 89 or eastbound Phippen Trail.
- Sight Visibility
 - Conduct a sight visibility analysis for vehicles on SR 89 approaching the proposed emergency vehicle signal to ensure adequate sight distance for drivers to see and respond to the signal.
- Signing & Striping
 - Confirm stop bar locations and storage lengths for north bound traffic on SR 89 to ensure safe and efficient operation.
 - Prepare signing & striping recommendations for the proposed fire station driveway and adjacent roadway segments on SR 89.
- Report & Figures
 - Prepare an initial Traffic Impact Analysis – Category I to include figures, documentation of the procedures, conclusions, and recommendations of the data collection opening year analysis. The final report will be provided for submittal to the City of Prescott.
 - Incorporate review comments as appropriate into the final report for the proposed development.

OPTIONAL SERVICES

I. As-Built / Record Drawings

CDS will prepare as-built record drawings in cad based on Contractor's redlines and CDS site visits.

J. Legal Descriptions and Exhibits

If required and as requested, CDS and its surveying subconsultant will prepare legal descriptions and exhibit maps on 8.5"x11" recordable media or as specified by the Client to describe the subject parcel or easement. The documents will contain an aliquot or metes and bounds description prepared in accordance to current Arizona Boundary Survey Minimum Standards. The exhibit will contain a sketch or graphical representation of the legal description associated with it. Fee shown is on a per easement basis.

K. YCESU Construction Services

The YCESU Approval of Construction (AOC) application requires an Engineer to certify that the construction was performed in accordance with the approved plans. Therefore, CDS will provide construction support by performing the following tasks during the water and sanitary sewer construction.

- **Site Visit.** CDS has allocated three (3) site visits each during construction of the sewer and water installation. Each site visit includes time spent onsite and time in the office to write a site visit observation memorandum. Design changes initiated by the Owner or Contractor are not included.
- **Sanitary Sewer Testing Inspection.** CDS will be coordinate with the Contractor and City Inspectors to obtain all the documentation of the sanitary sewer and manhole testing.
- **Water Main Testing Inspection.** CDS will be coordinate with the Contractor and City Inspectors to obtain all the documentation of the water main testing.
- **Permit Close-out.** CDS will prepare and obtain the necessary documents to close-out the water and sewer permits and apply for the Approval of Construction permit.

L. Off-Site Roadway Improvements

CDS will prepare Final Construction Documents for an anticipated right-turn lane design of the southbound SR 89. Deliverables and tasks for this phase will include:

- **Cover Sheet.** A Cover Sheet will be prepared for the roadway improvements.
- **General Notes/Legend/Key Map.** Sheets with General Notes, Legend, and key map will be prepared to include City of Prescott standard notes, notes relevant to the surrounding area, and Engineer's notes.
- **Typical Sections.** A typical sections sheet will be prepared showing the typical sections used in the half-street improvements.
- **Removal Plans.** Removal Plans will be prepared at a scale of 1"=20' showing the removal of existing pavement and other items.
- **Paving Plan and Profile Sheets.** Plan and Profile sheets will be prepared at a scale of 1"=20' showing the construction of the new roadway improvements. Profiles of the centerline and the top of curb and gutter of the east curb line will be shown.
- **Driveway Profile Sheets.** If necessary, profiles will be shown of proposed driveways.
- **Pavement Marking and Signing Plans.** Pavement Marking and Signing Plans will be prepared at a scale of 1"=40' showing the pavement markings and required signage for the new roadway improvements. Pavement marking and signing plans will not be a separate plan set, but will be included in the overall Off-Site Roadway Improvement Plans.
- **Detail Sheets.** Detail Sheets will be prepared showing any supplemental details necessary to construct the roadway improvements. Specific City of Prescott details will be shown and MAG details will be referenced but not shown on the drawings.
- **Utility Coordination / Conflict Review.** CDS will continue coordinating with utilities as required and collect conflict review responses.

- **Agency Coordination.** CDS will coordinate with the City of Prescott on the submittal of the roadway construction plans.

M. Off-Site Roadway Construction Administration

CDS will perform part-time, periodic construction administration for the construction of the off-site roadway improvements.

- **Office Support.** Office support includes responding to Requests for Information (RFI) and reviewing submittals and shop drawings.
- **Site Visit.** CDS has included five (5) site visits during construction. Each site visit will include time spent on-site and time in the office to write a site visit observation memorandum. Site visits are expected to be performed at the following milestones: Subgrade proof-roll, Concrete Curb Inspection, Aggregate Base Course proof-roll, Asphalt Paving, and Substantial Completion. Design changes initiated by the Owner or Contractor are not included.
- **Substantial Completion Inspection.** CDS will perform an inspection at the time of substantial completion and includes time spent on-site and time in the office to write the substantial completion inspection memorandum.

N. Minor Land Division

CDS and its surveying subconsultant will prepare a Minor Land Division (MLD) to City of Prescott Subdivision Regulations and Arizona Minimum Standards. Boundary survey will be prepared based on existing plat and plot easements, lease areas, or other documents of record contained in the title reports.

O. Lot Combination Plat

CDS and its surveying subconsultant will prepare a Lot Combination Plat for approval within the City of Prescott. The Lot Combination Plat will be suitable for recordation with the Yavapai County Recorder's Office. Boundary corners will be set in accordance with the Arizona Minimum Boundary Standards for the newly defined lot.

ALLOWANCES

Reimbursable Expenses Allowance

Reasonable out-of-pocket expenses incurred by CDS in the provisions of services under this agreement will be billed to the Client on the basis of actual cost, with no markup for overhead and handling. Reimbursable expenses include, but are not limited to, items such as fees for obtaining quarter section maps and as-built plans, document reproduction, and title reports.

Traffic Count Allowance

CDS recommends an allowance be set aside for obtaining updated traffic counts.

EXHIBIT B
Summary of Proposed Fees
Prescott Fire Station 73

BASE SERVICES (Lump Sum)

A. Programming / Pre-Design Phase	\$17,494
B. Schematic Design / Site Plan Phase	\$13,535
C. Design Development (DD) Phase	\$12,160
D. Construction Documents (CD) Phase	\$28,635
E. Basis of Design Reports	\$7,750
F. Construction Administration (CA) Phase	\$11,330
G. Traffic Impact Analysis	\$18,435

TOTAL LUMP SUM (BASE SERVICES)	\$109,339
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OPTIONAL SERVICES (Lump Sum)

These services only performed if authorized by the City of Prescott.

I. As-Built / Record Drawings to CAD	\$1,990
J. Legal Descriptions with Exhibits	\$1,584
K. YCESU Construction Services	\$10,340
L. Off-Site Roadway Improvements	\$18,430
M. Off-Site Roadway CA	\$10,030
N. Minor Lot Division	\$5,047
O. Lot Combination Plat	\$5,047

TOTAL LUMP SUM (OPTIONAL SERVICES)	\$52,468
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ALLOWANCES

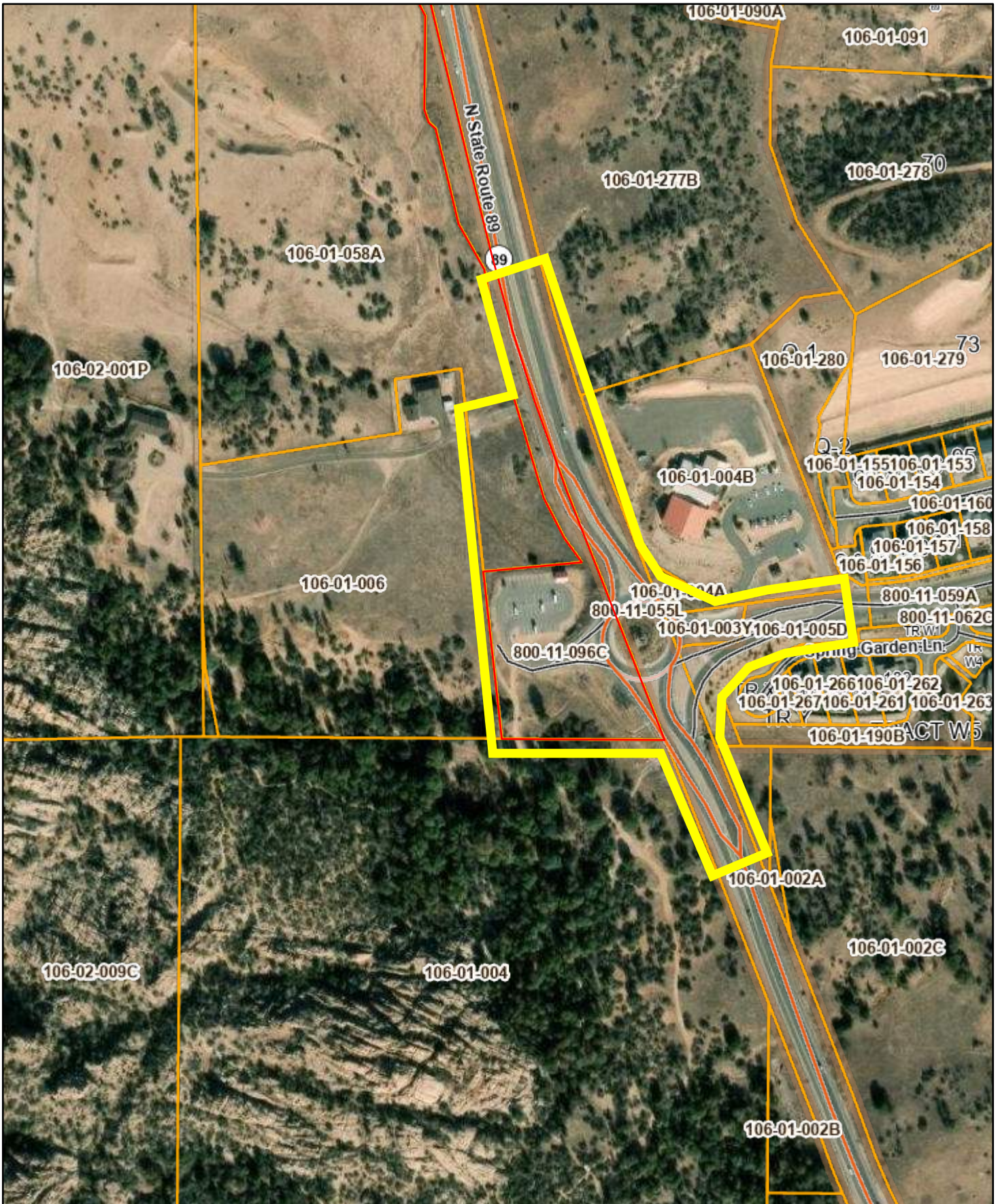
Reimbursable Expenses	\$1,000
Traffic Counts	\$3,000

EXHIBIT C
PROPOSAL ASSUMPTIONS
Prescott Fire Station 73

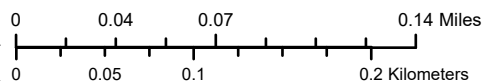
This scope of work is based on the following assumptions and qualifications. If further investigation into the project discloses conditions other than those assumed, we will advise you and assist in making appropriate adjustments to the scope of work and budget:

- The Owner will make provisions for legal entry and access onto the site for CDS personnel and our subconsultants.
- A geotechnical report will be furnished by the Architect. We will rely on the recommendations contained therein.
- Unless specifically included, all utilities are assumed to be adjacent to the Site and off-site utility extensions are not included in the scope of work.
- The design of off-site utilities is not included in the scope of work.
- The design of off-site roadway improvements is not included in the scope of work other than specifically stated.
- The structural design of retaining walls is not included in the scope of work.
- Traffic counts are not included in the scope of work. An allowance has been included for traffic counts.
- Cost estimating is assumed to be done by the Contractor or cost estimator.
- The design of traffic signals and streetlighting is not included in the scope of work.
- Floodplain modeling is not included in the scope of work.

FS 73 Survey Limits



Disclaimer:
Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.



1:4,259

Yavapai County assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

Map Created 9/13/2025
Page 350 of 439



September 19, 2025 Revised October 14, 2025

Mr. Gerrald Adams, LEED AP
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012

RE: Proposal for Civil Engineering and Land Surveying Services
Prescott Fire Station 76
CDS Project # 1333

Dear Gerrald:

Civil Design Solutions, LLC (CDS) appreciates this opportunity to submit this proposal to provide civil engineering and land surveying services to Perlman Architects of Arizona, Inc. as agent for the City of Prescott (COP). The services outlined in this proposal are in connection with the development of the new fire station 76 located at the northeast corner of the Sundog Ranch Road and Prescott Lakes Parkway intersection with address of 1600 Sundog Ranch Road and APN 105-04-011M. This proposal consists of eleven pages, is valid for 60 days, and includes the following sections:

Proposal Letter	Pages 1-2
Exhibit A: Detailed Scope of Services	Pages 3-8
Exhibit B: Summary of Proposed Fees	Page 9
Exhibit C: Proposal Assumptions	Page 10
Exhibit D: Survey Limits Exhibit	Page 11

A monthly invoice will be provided showing the time and materials effort into each of the phases with the fees shown in this proposal as the not-to-exceed amount for each phase. Any plan review or permit fees shall be paid directly by the Client or Owner.

We trust this provides adequate information for evaluating our proposal and we look forward to working with you on this project. If you have any questions concerning this proposal, please don't hesitate to contact our office.

Under the provisions of A.R.S. 41-4401, CDS warrants to Client that we comply with all Federal Immigration laws and regulations that relate to our employees and that we comply with the E-Verify program under A.R.S. 23-214 (A).

This Proposal letter and the attachments, Exhibits A-C and the Agreement for Professional Services, constitute the entire agreement between the parties hereto and is effective on the date set forth. A space is provided on the Agreement for Professional Services for you to sign indicating your acceptance of this proposal. Your signature also serves as authorization to

proceed with the work. Please return one signed copy to our office (scanned pdf is acceptable and preferred).

If you have any questions or would like to discuss this proposal further, I would be pleased to meet with you at your convenience.

Sincerely,

Civil Design Solutions, LLC



William E. Gasque, P.E.
Principal

Enclosures: Exhibits A–C
 Agreement for Professional Services

ACCEPTED: PERLMAN ARCHITECTS OF ARIZONA, INC.

By: _____
 (Authorized Representative signature)

Title: _____

Date: _____

EXHIBIT A DETAILED SCOPE OF SERVICES Prescott Fire Station 76

Based upon our understanding of the scope of the project and the assumptions listed below, CDS proposes to perform these services:

BASE SERVICES

A. Pre-Design Services

CDS will perform the following services during the Pre-Design phase:

- **ALTA and Topographic Survey.** CDS' surveyor (RLF Consulting, LTD) will perform an ALTA/NRCS and topographic field survey of the parcel and adjacent rights-of-way using a combination of conventional and GPS survey techniques to obtain necessary ground information and supplemental mapping detail that will be incorporated into the mapping base drawing. All apparent aboveground utilities will be located and shown, as well as all existing improvements. Finished floor elevations will be shown for all existing buildings. At minimum, two temporary survey monuments will be located or established on project site to provide horizontal and vertical control to support future construction effort. A base map will be prepared (in AutoCAD format) to 1-inch equals 20-feet or other appropriate scale suitable for design and presentation, or as suggested and acceptable by the architect. This drawing will be the base map to reflect existing conditions in all subsequent design efforts. One-foot contour intervals will be shown, as well as actual surface elevations on key features. The limits of the topographic survey is attached as Exhibit D.
- **Title Report.** A title report will be ordered for the respective parcel to identify all encumbrances on the property and for use in preparation of the ALTA/NSPS Survey. The title report invoice will be submitted as a reimbursable expense.
- **Survey Drawing Conversion.** CDS will manipulate and convert the survey to CDS layer and cad standards for our use in design.
- **Initial Site Visit and Photo Documentation.** A CDS engineer will visit the site and photo-document the existing conditions for future reference.
- **Architectural Cad Base File.** CDS will obtain a copy of the architectural cad base file from the architect and correlate it to the survey coordinate system to ensure ease in construction layout and field staking. The architectural site plan will be redrawn to check geometry and ensure all features are spatially accurate. Afterwards, the base file will be returned to the Architect and project team for use.
- **Bluestake Coordination.** CDS will place a design request with Arizona 811 (Bluestake) to identify the utility companies and request utility maps and as-built drawings.
- **Survey Cad File Modification.** CDS will update the survey cad file to reflect the maps provided by the utility companies.

B. Schematic Design / Site Plan

CDS will initiate engineering for the project and prepare plans to a schematic design level. Preliminary Grading and Drainage Plans and Preliminary Utility Plan will be prepared for the site plan submittal. Deliverables and tasks for this phase will include:

- **SD Site Paving Plans.** Site Paving Plans will be prepared at a scale of 1"=20' showing the various types of paving and locations of site improvements.
- **Preliminary Grading and Drainage Plans.** Preliminary Grading and Drainage Plans will be prepared at a scale of 1"=20' showing site grading including drainage arrows indicating surface flow direction and some spot elevations. The Preliminary Grading and Drainage Plans are prepared for submittal to the City of Prescott as part of the Site Plan Submittal.

- **Preliminary Utility Plan.** Preliminary Utility Plans will be prepared at a scale of 1"=20' showing connections to the existing utilities and on-site utility extensions. The Preliminary Utility Plans are prepared for submittal to the City of Prescott as part of the Site Plan Submittal.
- **Preliminary Drainage Report.** CDS will prepare the Preliminary Drainage Report for submittal to the City of Prescott for the site plan submittal.
- **Preliminary Water Report.** CDS will prepare the Preliminary Water Report for submittal to the City of Prescott for the site plan submittal.
- **Preliminary Sewer Report.** CDS will prepare the Preliminary Sewer Report for submittal to the City of Prescott for the site plan submittal.
- **Utility Identification.** CDS will identify all the affected utilities through AZ blue stake and request utility maps from the utility companies.
- **Team Coordination.** CDS will coordinate with the project team as required.
- **Project Meeting.** CDS will attend meetings with the Architect and Owner as required. One on-site meeting is included in this phase.

C. Design Development

CDS will initiate engineering for the project and prepare plans to a design development level. Deliverables and tasks for this phase will include:

- **Site Plan/Design Review Process.** CDS will continue the design review process by continuing development of the preliminary engineering plans and preliminary drainage report.
- **Site Paving Plans.** Site Paving Plans will be prepared at a scale of 1"=20' showing the various types of paving and locations of site improvements.
- **Site Grading and Drainage Plans.** Grading and Drainage Plans will be prepared at a scale of 1"=20' showing site grading including drainage arrows indicating surface flow direction and some spot elevations. The finished floor elevation will be set during this phase.
- **Site Utility Plans.** Utility Plans will be prepared at a scale of 1"=20' showing connections to the existing utilities. As noted in the RFQ, the existing underground utilities and septic system are assumed to be reused.
- **Utility Coordination.** CDS will initiate contact with the utilities and start the coordination process.
- **Utility Conflict Review Notices.** At the end of this phase, CDS will send copies of the site, grading, and utility plans to the affected utility companies to perform a conflict review.
- **Meetings.** CDS will attend project meetings as needed. Two on-site meetings are included in this phase.

D. Construction Documents

CDS will prepare Construction Documents as noted below. Deliverables and tasks for this phase will include:

- **Cover Sheet.** A Cover Sheet will be prepared.
- **General Notes.** A General Notes sheet will be prepared to include standard notes provided by the Owner, notes relevant to the surrounding area, and Engineer's notes.
- **Site Demolition Plan.** If required, a Site Demolition Plan will be prepared at a scale of 1"=20' showing the existing features that need to be removed for the new development.
- **Site Paving Plan.** Site Paving Plans will be prepared at a scale of 1"=20' showing the various types of paving and locations of site improvements.
- **Concrete Jointing Plan.** A Concrete Jointing Plan will be prepared at a scale of 1"=20' showing the locations of joints in the concrete pavement.
- **Site Grading and Drainage Plan.** Grading and Drainage Plans will be prepared at a scale of 1"=20' showing site grading including spot elevations on the hardscape improvements, drainage arrows with slopes indicating surface flow direction, and proposed contours on the unpaved areas.
- **Site Utility Plan** Utility Plans will be prepared at a scale of 1"=20' showing connections to the existing utilities. As noted in the RFQ, the existing underground utilities and septic system are assumed to be reused.

- **Storm Drain Profiles.** If required, CDS will prepare storm drain profiles.
- **Sanitary Sewer Profiles.** If required, CDS will prepare sanitary sewer profiles.
- **Detail Sheets.** Detail Sheets will be prepared showing any details necessary to construct the civil site improvements.
- **Storm Water Management Plan.** The Storm Water Management Plan (SWMP) will be prepared showing the best management practices for controlling soil erosion and sediment transport for the construction of the site. The SWMP is an integral part of the Storm Water Pollution Prevention Plan (SWPPP). As such, it is intended that the SWMP will be incorporated into the SWPPP by the party responsible for the SWPPP, usually the Contractor.
- **YCESU Approval to Construct Permit.** CDS will coordinate with the City and obtain and prepare the necessary documents to apply for the Approval to Construct (ATC) from the Yavapai County Environmental Service Unit (YCESU).
- **Specifications.** All sitework will rely on the MAG standard specifications and the City of Prescott Supplement to the MAG Uniform Standard Specifications and Details.
- **Meetings.** CDS will attend project meetings as needed. Two on-site meeting at included in this phase.

E. Basis of Design Reports

CDS will prepare the Basis of Design Reports as noted below. Deliverables and tasks for this phase will include:

- **Final Drainage Report.** CDS will prepare the Final Drainage Report to present the drainage calculations for the site and finalize the overall storm water management strategy.
- **Final Water Report.** CDS will prepare the Final Water Report as required to provide the basis of design and detailed calculations supporting the sizing of proposed water mains and water infrastructure.
- **Final Sewer Report.** CDS will prepare the Final Sewer Report as required to provide the basis of design and detailed calculations supporting the sizing of proposed sanitary sewer lines and sewer infrastructure.

F. Construction Administration

CDS will perform construction administration for the civil site work portion of the construction.

- **Office Support.** Office support includes responding to Requests for Information (RFI) and reviewing submittals and shop drawings.
- **Site Visit.** CDS assumes that no more than four (4) site visits will be required during construction. Each site visit will be documented with a site visit observation memorandum. Design changes initiated by the Owner or Contractor are not included.
- **Punch List Inspection.** CDS will perform a punch list inspection at substantial completion and prepare the punch list memorandum.

G. Traffic Impact Statement

CDS' traffic engineering subconsultant (Lokahi Group) will provide traffic engineering services to complete a Traffic Impact Analysis – Category I for the proposed fire station development. This scope has been developed to adhere to the guidelines outlined in the City of Prescott's Traffic Impact Analysis document and incorporates feedback received from City staff. Deliverables and tasks for this phase will include:

- Background
 - Conduct review of the study area and intersections to document the existing conditions and existing traffic operations
 - Analysis of the existing traffic operations
 - Obtain existing traffic signal timing from the City of Prescott.
- Existing Traffic Volumes
 - Utilize a local traffic data collection firm, to collect traffic counts.
 - Obtain typical weekly bi-directional counts at the following locations:
 - Sundog Ranch Road, North of Prescott Lakes Parkway
 - Prescott Lakes Parkway, North of Sundog Ranch Road

- Obtain typical weekday 4 hours of turning movement counts during the AM (7:00 to 9:00 am) and PM (4:00 to 6:00 pm) peak hours, at the Prescott Lakes Parkway and Sundog Ranch Road intersection
 - Calculate AM and PM peak hour
 - Calculate peak hour factor.
- Existing Capacity Analysis
 - Build a traffic model in Synchro Version 12 of the study intersection and segments. The traffic model will include the roadway geometrics, lane configuration, type of traffic control, and turn bay storage lengths.
 - Using methodology presented in the Highway Capacity Manual, 7th Edition, and traffic analysis software, Synchro Version 12, perform capacity analyses for the existing conditions.
- Crash Analysis
 - Obtain crash data for the most current 3-year period available at study intersection.
 - Analyze collision types and any observed patterns.
- Trip Generation
 - Trip generation calculation for the weekday and AM and PM peak hours for the development
 - Trip generation will be based on the Institute of Transportation Engineers publication entitled Trip Generation Manual, 12th Edition..
- Trip Distribution & Assignment
 - Estimate the general pattern of travel for the proposed development entering and leaving during the AM and PM peak hours for the opening year.
- Opening Year Traffic Volumes
 - Estimate the opening year future background and build traffic volumes for the intersection listed for the AM and PM peak hours.
 - Include known surrounding developments in opening year background traffic volumes.
 - Coordinate with the City of Prescott on assumptions on roadway connections, growth factors, etc.
- Opening Year Capacity Analysis & Improvement Analysis
 - Analyze the opening year operation (capacity analysis) and analyze potential necessary improvements for the intersection and proposed site driveways.
 - Evaluate ingress and egress operations at the proposed fire station driveway to confirm adequate access for emergency vehicles.
 - Assess the need for a SWB to NWB slip lane from Sundog Ranch Road to Prescott Lakes Parkway and analyze its operational and safety impacts. Provide recommendations as appropriate.
- Vehicle Turning Movement
 - Perform a turning movement analysis using a fire apparatus design vehicle to confirm that all required turning movements can be made within the Prescott Lakes Parkway and Sundog Ranch Road intersection.
 - Identify any geometric constraints or modifications needed to accommodate emergency vehicle turning paths.
- Signing & Striping
 - Confirm stop bar locations and storage lengths for north bound traffic on Prescott Lakes Parkway and Sundog Ranch Road to ensure safe and efficient operation.
 - Prepare signing & striping recommendations for the proposed fire station driveway and adjacent roadway segments.
- Report & Figures
 - Prepare an initial Traffic Impact Analysis – Category I to include figures, documentation of the procedures, conclusions, and recommendations of the data collection opening year analysis. The final report will be provided for submittal to the City of Prescott.
 - Incorporate review comments as appropriate into the final report for the proposed development.

OPTIONAL SERVICES

I. As-Built / Record Drawings

CDS will prepare as-built record drawings in cad based on Contractor's redlines and CDS site visits.

J. Legal Descriptions and Exhibits

If required and as requested, CDS and its surveying subconsultant will prepare legal descriptions and exhibit maps on 8.5"x11" recordable media or as specified by the Client to describe the subject parcel or easement. The documents will contain an aliquot or metes and bounds description prepared in accordance to current Arizona Boundary Survey Minimum Standards. The exhibit will contain a sketch or graphical representation of the legal description associated with it. Fee shown is on a per easement basis.

K. YCESU Construction Services

The YCESU Approval of Construction (AOC) application requires an Engineer to certify that the construction was performed in accordance with the approved plans. Therefore, CDS will provide construction support by performing the following tasks during the water and sanitary sewer construction.

- **Site Visit.** CDS has allocated three (3) site visits each during construction of the sewer and water installation. Each site visit includes time spent onsite and time in the office to write a site visit observation memorandum. Design changes initiated by the Owner or Contractor are not included.
- **Sanitary Sewer Testing Inspection.** CDS will be coordinate with the Contractor and City Inspectors to obtain all the documentation of the sanitary sewer and manhole testing.
- **Water Main Testing Inspection.** CDS will be coordinate with the Contractor and City Inspectors to obtain all the documentation of the water main testing.
- **Permit Close-out.** CDS will prepare and obtain the necessary documents to close-out the water and sewer permits and apply for the Approval of Construction permit.

L. Off-Site Roadway Improvements

CDS will prepare Final Construction Documents for an anticipated slip lane design of the westbound to northbound turn onto Prescott Lakes Parkway. Deliverables and tasks for this phase will include:

- **Cover Sheet.** A Cover Sheet will be prepared for the roadway improvements.
- **General Notes/Legend/Key Map.** Sheets with General Notes, Legend, and key map will be prepared to include City of Prescott standard notes, notes relevant to the surrounding area, and Engineer's notes.
- **Typical Sections.** A typical sections sheet will be prepared showing the typical sections used in the half-street improvements.
- **Removal Plans.** Removal Plans will be prepared at a scale of 1"=20' showing the removal of existing pavement and other items.
- **Paving Plan and Profile Sheets.** Plan and Profile sheets will be prepared at a scale of 1"=20' showing the construction of the new roadway improvements. Profiles of the centerline and the top of curb and gutter of the east curb line will be shown.
- **Pavement Marking and Signing Plans.** Pavement Marking and Signing Plans will be prepared at a scale of 1"=40' showing the pavement markings and required signage for the new roadway improvements. Pavement marking and signing plans will not be a separate plan set, but will be included in the overall Off-Site Roadway Improvement Plans.
- **Detail Sheets.** Detail Sheets will be prepared showing any supplemental details necessary to construct the roadway improvements. Specific City of Prescott details will be shown and MAG details will be referenced but not shown on the drawings.
- **Utility Coordination / Conflict Review.** CDS will continue coordinating with utilities as required and collect conflict review responses.

- **Agency Coordination.** CDS will coordinate with the City of Prescott on the submittal of the roadway construction plans.

M. Off-Site Roadway Construction Administration

CDS will perform part-time, periodic construction administration for the construction of the off-site roadway improvements.

- **Office Support.** Office support includes responding to Requests for Information (RFI) and reviewing submittals and shop drawings.
- **Site Visit.** CDS has included five (5) site visits during construction. Each site visit will include time spent on-site and time in the office to write a site visit observation memorandum. Site visits are expected to be performed at the following milestones: Subgrade proof-roll, Concrete Curb Inspection, Aggregate Base Course proof-roll, Asphalt Paving, and Substantial Completion. Design changes initiated by the Owner or Contractor are not included.
- **Substantial Completion Inspection.** CDS will perform an inspection at the time of substantial completion and includes time spent on-site and time in the office to write the substantial completion inspection memorandum.

ALLOWANCES

Reimbursable Expenses Allowance

Reasonable out-of-pocket expenses incurred by CDS in the provisions of services under this agreement will be billed to the Client on the basis of actual cost, with no markup for overhead and handling. Reimbursable expenses include, but are not limited to, items such as fees for obtaining quarter section maps and as-built plans, document reproduction, and title reports.

Traffic Count Allowance

CDS recommends an allowance be set aside for obtaining updated traffic counts should recent data not be available.

EXHIBIT B
Summary of Proposed Fees
Prescott Fire Station 76

BASE SERVICES (Lump Sum)

A. Programming / Pre-Design Phase	\$16,403
B. Schematic Design / Site Plan Phase	\$13,535
C. Design Development (DD) Phase	\$12,160
D. Construction Documents (CD) Phase	\$28,635
E. Basis of Design Reports	\$7,750
F. Construction Administration (CA) Phase	\$11,330
G. Traffic Impact Analysis	\$17,450

TOTAL BASE SERVICES (LUMP SUM)	\$107,263
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OPTIONAL SERVICES (Lump Sum)

These services only performed if authorized by the City of Prescott.

I. As-Built / Record Drawings to CAD	\$1,990
J. Legal Descriptions with Exhibits	\$1,584
K. YCESU Construction Services	\$10,340
L. Off-Site Roadway Improvements	\$12,560
M. Off-Site Roadway CA	\$10,030

TOTAL OPTIONAL SERVICES (LUMP SUM)	\$36,504
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ALLOWANCES

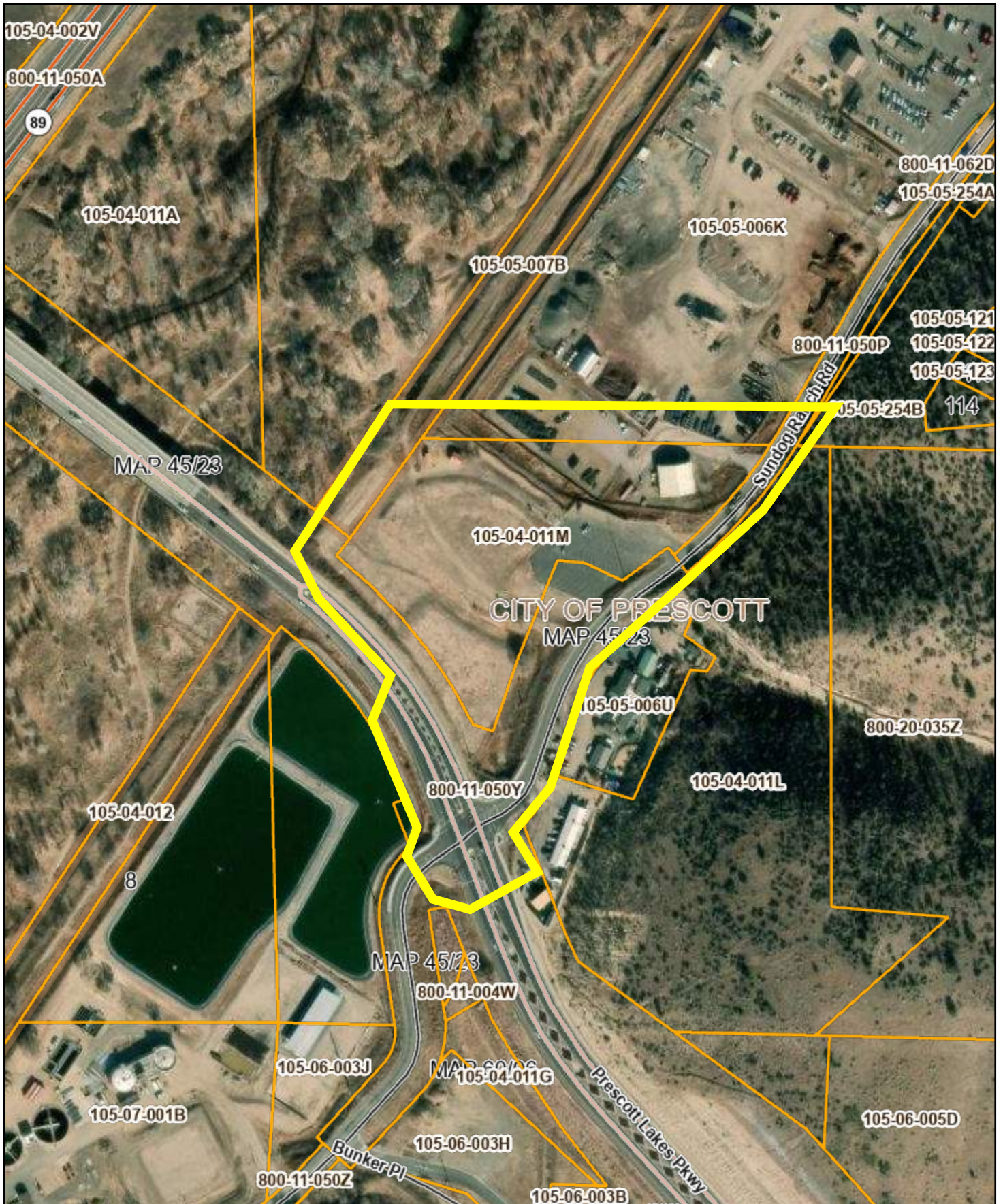
Reimbursable Expenses	\$1,000
Traffic Counts	\$3,000

EXHIBIT C
PROPOSAL ASSUMPTIONS
Prescott Fire Station 76

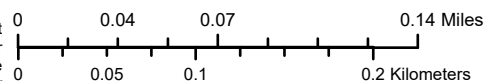
This scope of work is based on the following assumptions and qualifications. If further investigation into the project discloses conditions other than those assumed, we will advise you and assist in making appropriate adjustments to the scope of work and budget:

- The Owner will make provisions for legal entry and access onto the site for CDS personnel and our subconsultants.
- A geotechnical report will be furnished by the Architect. We will rely on the recommendations contained therein.
- Unless specifically included, all utilities are assumed to be adjacent to the Site and off-site utility extensions are not included in the scope of work.
- The design of off-site utilities is not included in the scope of work.
- The design of off-site roadway improvements is limited to only the design of the slip lane for the westbound to north bound turning movement.
- The structural design of retaining walls is not included in the scope of work.
- Traffic counts are not included in the scope of work. An allowance has been included for traffic counts.
- Cost estimating is assumed to be done by the Contractor or cost estimator.
- The design of traffic signals and streetlighting is not included in the scope of work.
- Floodplain modeling is not included in the scope of work.

FS 76 Survey Limits



Disclaimer:
Map and parcel information is believed to be accurate but accuracy is not guaranteed. No portion of the information should be considered to be, or used as, a legal document. The information is provided subject to the express condition that the user knowingly waives any and all claims for damages against Yavapai County that may arise from the use of this data.



1:4,259

Yavapai County assumes no responsibility for errors, omissions, and/or inaccuracies in this mapping product.

Map Created 9/13/2025
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VLA DESIGNS LLC
VISION + LANDSCAPE + ART

September 19, 2025

Gerrald Adams, LEED AP
Director
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, Arizona 85012-2727
E: gerralda@perlmanaz.com

Re: City of Prescott Fire Station 72

Proposal for Landscape Architectural Design and Post-Design Services

Dear Gerrald:

I appreciate the opportunity to provide landscape architectural design and post-design services for Fire Station 72. Based on the City program and our team discussions, I anticipate a comprehensive site development effort that delivers a resilient, low-maintenance landscape, separating public arrival from secure operations, supporting precise apparatus movements, managing freeze and snow conditions, and meeting City water efficiency targets.

VLA Designs LLC will prepare complete landscape and irrigation plans, MAG and Quad City standard details, maintenance instructions, and CSI technical specifications that meet City of Prescott permit submittal requirements. Following permit approval, VLA will provide a post-design scope for limited construction observation services to help confirm conformance with the permitted documents.

The following proposal outlines the scope and tasks. Please let me know if you have questions or need adjustments.

Thanks again,

Jerry Moar
Owner + Founder
jmoar@vladesignsllc.com
www.vladesignsllc.com

Enclosure: Fee Proposal

SCOPE AND FEE PROPOSAL

Project Understanding

City of Prescott Fire Station 72 at 530 6th Street, Prescott, Az is proceeding as a ground-up replacement for a two-story station of approximately 13,800 to 14,800 SF with three to four apparatus bays. The final site area will be confirmed by survey. The landscape scope covers on-site improvements and the Iron Springs Road frontage within the right of way, from the back of the curb to the project right of way line. The design will separate public arrival from secure operations, maintain safe ingress and egress for apparatus, and meet City water efficiency targets through low-water planting and ET-based irrigation. The landscape will coordinate basin plantings with stormwater design, protect sight triangles, and apply CPTED principles.

Under Perlman Architects as prime, VLA Designs LLC will be responsible for the landscape and irrigation scope from programming and pre-design through final sealed construction documents. The construction documents will use MAG and Quad City-compliant details, CSI specifications, and milestone cost checks. VLA will route City interactions through the prime, attend an in-person kickoff during programming and an in-person schematic workshop, support permit and CMAR GMP responses, and be available for limited construction observation site visits.

Assumptions

Perlman Architects is the prime and will manage scope and schedule, chair coordination, maintain document control, integrate consultant work into the project manual, route all City submittals and consolidated review responses, and pay all permit and review fees. Civil will provide survey, topography, utilities, grading, drainage, and right-of-way control, all aligned to the architectural base. Milestones occur at 30%, 60%, 90%, and 100% final with a City permit. All VLA documents will be submitted electronically as PDFs. The design phase is planned for nine to twelve months.

Prime responsibilities:

- City and Team Meeting scheduling and overall facilitation
- CMAR engagement at 30% and GMP coordination
- Budget alignment, QA coordination, and project plan and specification assembly

CAD base issued by the prime:

- Architectural site plan in AutoCAD 2022 or newer
- Building footprint and orientation, and site plan with hardscape & lighting improvements

Registered Landscape Architect

VLA will designate Yang Yang, PLA (Arizona Reg. No. 44452) as the Landscape Architect of Record, Arizona-registered and in responsible charge of the landscape and irrigation scope. The registrant will support and review the work at all milestone submittals and will sign, date, and seal the permit and final construction documents in accordance with Arizona Board of Technical Registration rules. The title sheet will list the registrant's name, discipline, Arizona registration number, date of sealing, and the Arizona firm registration number for the sealing entity.

Travel Time:

- Each in-person workshop, coordination meeting, or construction site visit includes 3 hours of total travel time.

Construction Phase

- Construction Phase. VLA's role during construction is observation and clarification only; VLA does not control means, methods, sequences, safety, or contractor performance.
- Submittal/shop-drawing review is for general conformance with design intent.

Design Services

Programming/Pre-Design: VLA will attend an in-person kickoff and team introduction, perform focused due diligence that includes an on-site assessment, a targeted code study for essential facilities and frontage, and a stakeholder overview to confirm operational priorities and public interface. VLA will coordinate with the prime to schedule the City pre-application meeting and confirm scope boundaries, such as the Iron Springs Road frontage and the irrigation point of connection. No standalone deliverables are included in this phase.

Schematic Design (SD - 30%) VLA will develop the landscape concepts aligned with the early site and civil grading design. VLA will attend two meetings in this phase. The first is an in-person schematic workshop with the Fire and Facilities team to understand the vision and confirm the overall landscape approach. The second is an interdisciplinary coordination meeting led by Perlman to confirm the preferred concept and move to the SD submittal.

30% Deliverables

- 2-D Plan showing the conceptual planting zones with a proposed plant palette
- Design narratives covering landscape and irrigation intent

Design Development (DD - 60%): VLA will advance the selected concept into a coordinated planting and irrigation layout aligned with civil grading and stormwater design, including the Iron Springs Road frontage. We will develop the irrigation control approach (mainline routing, valve grouping, pressure regulation, master valve, and flow sensing). Additionally, we will refine screening strategies, apparatus-edge treatments, and CPTED/sight-triangle controls. VLA will coordinate with Perlman Architects and Civil at the main entrance to refine interfaces with special hardscape features (e.g., plaza paving limits, seat-wall/guard elements, bollard and lighting bases, drainage inlets), providing planting/irrigation edge details, sleeve diagrams, and clear limits-of-work to support the prime/Civil hardscape drawings. VLA will attend one (1) coordination meeting led by Perlman to confirm interfaces and prepare the 60% submittal, and will update the opinion of probable cost.

60% Deliverables

- 2-D planting plan showing location of all Plants, Plant Schedule (Plants/Quantities), and Design Notes
- 2-D Irrigation Design with Irrigation Component Schedule and Design Notes
- Draft CSI Division 32 84 00 Irrigation and Division 32 93 00 Planting specifications
- Probable Cost Estimate

Construction Documents 90% and 100% Sealed Submittals: VLA will prepare the landscape and irrigation construction documents upon approval of the DD submittal. The plans will include a comprehensive materials schedule, general construction notes, required City notes, plan quantities, and the City water budget worksheet. The set will incorporate installation details based on MAG and Quad City standards, maintenance instructions, and CSI technical specifications. The irrigation design will show piping from the point of connection through mainlines and laterals, controller and wiring, sleeves and crossings, master valve and flow sensing, pressure regulation, and drip zone layout. VLA will route submittals through Perlman and will respond to City permit comments with a documented narrative and revised plans. VLA will attend two (2) coordination meetings in this phase, one before 90 percent intake and one after City review to finalize resolutions for the 100% issue.

90% Deliverables

- Preliminary CD drawing set for permit showing planting plans and schedules, irrigation plans, installation details, City and General Notes
- Preliminary CSI 32 84 00 Irrigation and 32 93 00 Planting specifications
- Updated Probable Cost Estimate
- Comment and response log for team QA and City intake, coordinated through Perlman

100% Deliverables

- Final Sealed CD drawing set
- Final Sealed CSI 32 84 00 Irrigation and 32 93 00 Planting specifications
- Updated Probable Cost Estimate
- Comment and response log for team QA and City intake, coordinated through Perlman

Post Design/Construction Observation

CMAR GMP Assistance/ RFI and Question response: VLA will provide targeted support through permitting, GMP development, and construction. Services are for clarification and are routed through Perlman as the primary contact.

Limited Construction Observation Services: The objective of the limited construction observation services is to ensure that the landscape and irrigation improvements are implemented correctly and in accordance with the project construction specifications and the City of Prescott's permitted plans. All correspondence will be directed to both PA and the General Contractor. Below is an outline of tasks:

In-house Construction Administration Services: VLA will review and approve shop drawings, address requests for information (RFIs), and provide amended or corrected plans through architectural supplemental instructions (ASIs). VLA will anticipate reviewing plant and inert material via photos provided by the contractor from plant nurseries and rock quarries/vendors.

Construction Site Visits (2): VLA will conduct two site visits during critical construction phases to observe and document the progress of landscape and irrigation work. These visits will likely coincide with the installation of irrigation systems (trenching) and the planting of new vegetation. VLA will compile a field report detailing site observations and any action items to be addressed before Substantial Completion.

Substantial Completion Walkthrough: Upon substantial completion, VLA will conduct a walkthrough to ensure compliance with landscape and irrigation requirements. VLA will then prepare a report summarizing site observations and any outstanding items.

Optional Service: Record Drawings / As-Builts

Upon receipt of the contractor's signed redlined record set and utility as-builts, VLA will review the redlines and reconcile them to the permitted 100% construction documents for the landscape and irrigation scope. VLA will update its CAD files (AutoCAD 2022 or newer) to reflect as-built changes, cloud and date all revisions, and remove professional seals from the drawing set, replacing them with an "As-Built / Record Drawing" stamp that notes reliance on contractor-provided information. VLA will then transmit electronic PDFs and native CAD files to Perlman Architects for close-out.

Proposed Fee

VLA proposes a lump-sum fee by phase based on the staffing and billing rates below. Invoicing will be issued monthly based on the percentage of completion. Travel time allowance: Up to three (3) hours per in-person event (workshops, coordination meetings, site visits) is included as professional time; mileage and other out-of-pocket travel costs are excluded.

- Billing rates: Landscape Architect (PLA) \$165/hr
- Senior Landscape Designer (Senior) \$132/hr

Phase	PLA Hrs	Senior Hrs	Phase Fee
Programming / Pre-Design	2	10	\$1,650
Schematic Design (30%)	2	20	\$2,970
Design Development (60%)	4	40	\$5,940
Construction Documents (90% + 100%)	10	50	\$8,250
Post Design/Construction Observation	4	25	\$3,960
Total Professional Fee	22	145	\$22,770

Optional Phase	PLA Hrs	Senior Hrs	Phase Fee
Post Construction – Record Drawings	2	10	\$1,650
Total FEE w/ Optional Service	\$24,420		

Additional Services

If services beyond this scope are needed, Perlman Architects will request them in writing (email is acceptable). VLA will respond with a brief add-service proposal outlining the revised scope, assumptions, deliverables, fee (lump sum or hourly at the published rates), any reimbursables, and schedule impacts. No additional work will proceed without written authorization from PA. Items listed under Exclusions, extra in-person trips beyond the allowance, added meetings, more than one consolidated comment cycle per milestone, or material design changes arising from City/CMAR review will be handled as Additional Services under this process.

Exclusions

Exclusions clarify items not included in VLA's base scope and fee; if needed, additional Landscape Architectural services can be added by written authorization from PA.

- **Off-site work beyond scope:** Any off-site/ROW work other than the Iron Springs Road frontage described; any ADOT submittals or agency-specific packages not already noted.
- **Hardscape & specialty elements:** Design/CDs for walls, plazas, canopies/trellises, seat walls, site signage/wayfinding, public art, site lighting/photometrics, and electrical/low-voltage/alerting systems.
- **Surveys & studies by others:** Boundary/topographic survey, utility potholing, geotechnical, traffic/queuing, arborist inventory/mitigation, environmental/biological/cultural resources, NEPA, and hazardous materials assessments.
- **Water pressure/quality.** Irrigation design assumes potable water at pressures suitable for standard PRV layouts; reclaimed or poor-quality water, pumps, filtration, or special treatment is out of scope.
- **Controller/central control.** The Owner/City will identify the controller platform and any city-mandated central control integration; others will provide software setup, networking, and long-term subscriptions.
- **Engineering by others:** Civil grading/drainage and stormwater design (including calculations, basin sizing, SWPPP/NOI), structural, and MEP system design (including irrigation backflow, booster pumps, power, and controls beyond our irrigation plans).
- **Meetings & reviews beyond scope:** Public meetings beyond the one SD workshop; meetings beyond those listed; more than one consolidated comment set per milestone; additional in-person trips beyond the allowance in Assumptions.
- **Temporary conditions & maintenance:** Temporary irrigation/phasing design, warranty-period walk-throughs, and post-occupancy maintenance services beyond our standard maintenance notes.
- **Construction services outside CA scope:** Construction staking/layout, full-time inspection, means and methods, quantity surveying, procurement, or contractor scheduling.
- **As-built production:** CAD record drawing ("as-built") production is excluded from base services and is available as an optional service (see Optional Record Drawings / As-Built).
- **Deliverables format:** Any deliverables other than PDFs and AutoCAD (2022+) as listed (e.g., GIS, Revit, SketchUp, Lumion) are excluded.



Terms & Conditions

Scope & Standard of Care. VLA will perform the services described in this proposal with the ordinary professional skill and care of landscape architects practicing in Arizona under similar circumstances. No warranty, express or implied, is made or intended. Services beyond this scope are Additional Services and require written authorization.

Schedule & Changes. The parties will cooperate to meet the agreed milestones (30/60/90/100%). Changes in scope, codes, basemap/survey, review comments, or Owner directives that materially impact effort, deliverables, or schedule entitle VLA to an equitable adjustment in fee and time.

Compensation & Invoicing. Fees are a lump sum by phase (plus any approved Additional Services). VLA will invoice monthly based on the percent complete payment: Net 21 days. Past-due balances accrue 1.0% per month. VLA may suspend services after 10 days' written notice for non-payment; remobilization charges may apply.

Instruments of Service & Use. Drawings, specifications, CAD files, and other instruments of service remain VLA's intellectual property. Upon payment, the client receives a non-exclusive license to use them solely for this project's construction, operation, and maintenance. Electronic files are provided for convenience; the sealed PDFs govern. No third-party reliance without VLA's prior written consent.

Sealing & Record Documents (AZ). An Arizona-registered Landscape Architect will be in responsible charge and will sign, date, and seal the permit and final construction documents in accordance with Arizona Board of Technical Registration rules. The 90% set will be sealed "For Permit/Not for Construction"; the 100% set will be sealed "For Construction." The Division 32 specification cover will be sealed. Revised sheets affecting sealed content will be reissued and resealed. If Record Drawings/As-Built are authorized, VLA will remove seals and apply an "As-Built / Record Drawing" stamp, noting reliance on contractor redlines.

Data Reliance; Site/Hazardous Conditions. VLA may rely on survey, utilities, geotechnical, and other information provided by others and is not responsible for inaccuracies in that data. VLA has no responsibility for the discovery, handling, or removal of hazardous materials.

Indemnification (Arizona public work). Each party shall indemnify and hold harmless the other only to the extent caused by its negligence, recklessness, or intentional wrongful conduct, and that of persons it employs or uses. No party has a duty to defend the other. This clause is intended to comply with A.R.S. §§ 34-226 and 41-2586.

Limitation of Liability / Consequential Damages. To the maximum extent permitted by law, VLA's aggregate liability arising from these services is limited to the amount of VLA's fee for this project. If the Owner will not accept a liability cap, the parties agree to a mutual waiver of consequential damages (including loss of use, profit, and business interruption).

Dispute Resolution & Governing Law. The parties will first attempt good-faith negotiation, then non-binding mediation in Maricopa or Yavapai County before litigation. The laws of the State of Arizona govern this agreement. No waiver or modification is valid unless in writing and signed by both parties.

Insurance:

The Design Subconsultant shall maintain adequate insurance coverage throughout this agreement, including but not limited to professional liability insurance, general liability insurance, and workers' compensation insurance, and shall provide proof of such coverage upon request by the Prime Design Consultant.

Entire Agreement:

This agreement constitutes the entire understanding and agreement between the parties concerning the subject matter herein and supersedes all prior agreements, representations, and understandings, whether written or oral. Any modifications or amendments to this agreement must be made in writing and signed by both parties.

Acceptance:

Perlman Architects of Arizona acknowledges acceptance of these terms and conditions by signing and returning the attached proposal. By doing so, both parties agree to be bound by the terms herein. These revised terms and conditions provide a comprehensive framework for the Design Subconsultant-Prime Design Consultant relationship, addressing key aspects such as invoicing, quality of work, changes, termination, confidentiality, indemnification, and governing law.

ACCEPTANCE

Dear Mr. Adams, please acknowledge your acceptance of this proposal by signing the attached copy and returning it to me at the address on the above letterhead. I look forward to working with you on this Project.

Jerry Moar, VLA Designs LLC

09/18/2025

Date

Gerrald Adams Perlman Architects

Date



VLA DESIGNS LLC

VISION + LANDSCAPE + ART

September 19, 2025

Gerrald Adams, LEED AP
Director
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, Arizona 85012-2727
E: gerralda@perlmanaz.com

Re: City of Prescott Fire Station 73 (4700 AZ-89)

Proposal for Landscape Architectural Design and Post-Design Services

Dear Gerrald:

I appreciate the opportunity to provide landscape architectural design and post-design services for Fire Station 73. Based on the City program and our team discussions, I anticipate a comprehensive site development effort that delivers a resilient, low-maintenance landscape, separating public arrival from secure operations, supporting precise apparatus movements, managing freeze and snow conditions, and meeting City water efficiency targets.

VLA Designs LLC will prepare complete landscape and irrigation plans, MAG and Quad City standard details, maintenance instructions, and CSI technical specifications that meet City of Prescott permit submittal requirements. Following permit approval, VLA will provide a post-design scope for limited construction observation services to help confirm conformance with the permitted documents.

The following proposal outlines the scope and tasks. Please let me know if you have questions or need adjustments.

Thanks again,

Jerry Moar
Owner + Founder
jmoar@vladesignsllc.com
www.vladesignsllc.com

Enclosure: Fee Proposal

SCOPE AND FEE PROPOSAL

Project Understanding

City of Prescott Fire Station 73 at 4700 AZ-89 is a ground-up, two-story Fire Station (approx. 13,800–14,800 SF, 3–4 apparatus bays) that includes a community room serving the public. The landscape scope covers on-site improvements and the State Route 89 frontage within ADOT right-of-way that directly adjoins the parcel. Design priorities are to: (1) clearly separate public arrival/community access from secure fire operations; (2) maintain safe apparatus ingress/egress to/from SR-89 and the nearby roundabout; (3) meet City water-efficiency targets via low-water planting and ET-based irrigation; and (4) along SR-89, comply with ADOT clear-zone, sight-distance, and maintenance criteria. The frontage will use durable, low-profile plantings compatible with roundabout sight triangles; irrigation in ADOT ROW will be drip only and served from an on-site point of connection (no controllers/valves in ADOT ROW).

Under Perlman Architects as prime, VLA Designs LLC will be responsible for the landscape and irrigation scope from programming and pre-design through final sealed construction documents. The construction documents will use MAG and Quad City-compliant details, CSI specifications, and milestone cost checks. VLA will route City interactions through the prime, attend an in-person kickoff during programming and an in-person schematic workshop, support permit and CMAR GMP responses, and be available for limited construction observation site visits.

Assumptions

Perlman Architects is the prime and will manage scope and schedule, chair coordination, maintain document control, integrate consultant work into the project manual, route all City submittals and consolidated review responses, and pay all permit and review fees. Civil will provide survey, topography, utilities, grading, drainage, and right-of-way control, all aligned to the architectural base. Milestones occur at 30%, 60%, 90%, and 100% final with a City permit. All VLA documents will be submitted electronically as PDFs. The design phase is planned for nine to twelve months.

Prime responsibilities:

- City and Team Meeting scheduling and overall facilitation
- CMAR engagement at 30% and GMP coordination
- Budget alignment, QA coordination, and project plan and specification assembly
- Initial Coordination with all Stakeholders, including ADOT

CAD base issued by the prime:

- Architectural site plan in AutoCAD 2022 or newer
- Building footprint and orientation, and site plan with hardscape & lighting improvements

Registered Landscape Architect

VLA will designate Yang Yang, PLA (Arizona Reg. No. 44452) as the Landscape Architect of Record, Arizona-registered and in responsible charge of the landscape and irrigation scope. The registrant will support and review the work at all milestone submittals and will sign, date, and seal the permit and final construction documents in accordance with Arizona Board of Technical Registration rules. The title sheet will list the registrant's name, discipline, Arizona registration number, date of sealing, and the Arizona firm registration number for the sealing entity.

Travel Time:

- Each in-person workshop, coordination meeting, or construction site visit includes 3 hours of total travel time.

Construction Phase

- Construction Phase. VLA's role during construction is observation and clarification only; VLA does not control means, methods, sequences, safety, or contractor performance.
- Submittal/shop-drawing review is for general conformance with design intent.

Design Services

Programming/Pre-Design: VLA will attend an in-person kickoff and team introduction, perform focused due diligence that includes an on-site assessment, a targeted code study for essential facilities and frontage, and a stakeholder overview to confirm operational priorities and public interface. VLA will coordinate with the prime to schedule the City pre-application meeting and confirm scope boundaries, such as the SR 89 frontage and the irrigation point of connection. No standalone deliverables are included in this phase.

Schematic Design (SD - 30%) VLA will develop two coordinated site landscape concepts aligned with early civil grading and apparatus circulation, including SR-89 frontage. We will set the planting palette and irrigation basis of design; confirm public vs. secure edges; and embed ADOT clear-zone and roundabout sight-triangle limits in the concepts. VLA will attend two meetings: (1) an in-person schematic workshop with Fire/Facilities to understand vision and confirm the overall landscape approach (with emphasis on the community-room entry sequence); and (2) an interdisciplinary coordination meeting led by PA to confirm the preferred concept and move to the SD submittal. VLA will collaborate with PA and Civil to integrate planting/irrigation with special hardscape at the main/public entrance (alignments, ADA routes, drainage, sleeves/conduits, edge conditions); hardscape design by PA/Civil.

30% Deliverables

- 2-D Plan showing the conceptual planting zones with a proposed plant palette
- Design narratives covering landscape and irrigation intent

Design Development (DD - 60%): VLA will advance the selected concept into a coordinated planting and irrigation layout aligned with civil grading and stormwater design, including the SR 89 frontage. We will develop the irrigation control approach (mainline routing, valve grouping, pressure regulation, master valve, and flow sensing). Additionally, we will refine screening strategies, apparatus-edge treatments, and CPTED/sight-triangle controls. VLA will coordinate with Perlman Architects and Civil at the main entrance to refine interfaces with special hardscape features (e.g., plaza paving limits, seat-wall/guard elements, bollard and lighting bases, drainage inlets), providing planting/irrigation edge details, sleeve diagrams, and clear limits-of-work to support the prime/Civil hardscape drawings. VLA will attend one (1) coordination meeting led by Perlman to confirm interfaces and prepare the 60% submittal, and will update the opinion of probable cost.

60% Deliverables

- 2-D planting plan showing location of all Plants, Plant Schedule (Plants/Quantities), and Design Notes
- 2-D Irrigation Design with Irrigation Component Schedule and Design Notes
- Draft CSI Division 32 84 00 Irrigation and Division 32 93 00 Planting specifications
- Probable Cost Estimate

Construction Documents 90% and 100% Sealed Submittals: VLA will prepare the landscape and irrigation construction documents upon approval of the DD submittal. The plans will include a comprehensive materials schedule, general construction notes, required City notes, plan quantities, and the City water budget worksheet. The set will incorporate installation details based on MAG and Quad City standards, maintenance instructions, and CSI technical specifications. The irrigation design will show piping from the point of connection through mainlines and laterals, controller and wiring, sleeves and crossings, master valve and flow sensing, pressure regulation, and drip zone layout. VLA will route submittals through Perlman and will respond to City permit comments with a documented narrative and revised plans. VLA will attend two (2) coordination meetings in this phase, one before 90 percent intake and one after City review to finalize resolutions for the 100% issue.

90% Deliverables

- Preliminary CD drawing set for permit showing planting plans and schedules, irrigation plans, installation details, City and General Notes
- Preliminary CSI 32 84 00 Irrigation and 32 93 00 Planting specifications
- Updated Probable Cost Estimate
- Comment and response log for team QA and City intake, coordinated through Perlman

100% Deliverables

- Final Sealed CD drawing set
- Final Sealed CSI 32 84 00 Irrigation and 32 93 00 Planting specifications
- Updated Probable Cost Estimate
- Comment and response log for team QA and City intake, coordinated through Perlman

Post Design/Construction Observation

CMAR GMP Assistance/ RFI and Question response: VLA will provide targeted support through permitting, GMP development, and construction. Services are for clarification and are routed through Perlman as the primary contact.

Limited Construction Observation Services: The objective of the limited construction observation services is to ensure that the landscape and irrigation improvements are implemented correctly and in accordance with the project construction specifications and the City of Prescott's permitted plans. All correspondence will be directed to both PA and the General Contractor. Below is an outline of tasks:

In-house Construction Administration Services: VLA will review and approve shop drawings, address requests for information (RFIs), and provide amended or corrected plans through architectural supplemental instructions (ASIs). VLA will anticipate reviewing plant and inert material via photos provided by the contractor from plant nurseries and rock quarries/vendors.

Construction Site Visits (2): VLA will conduct two site visits during critical construction phases to observe and document the progress of landscape and irrigation work. These visits will likely coincide with the installation of irrigation systems (trenching) and the planting of new vegetation. VLA will compile a field report detailing site observations and any action items to be addressed before Substantial Completion.

Substantial Completion Walkthrough: Upon substantial completion, VLA will conduct a walkthrough to ensure compliance with landscape and irrigation requirements. VLA will then prepare a report summarizing site observations and any outstanding items.

Optional Service: Record Drawings / As-Built

Upon receipt of the contractor's signed redlined record set and utility as-builts, VLA will review the redlines and reconcile them to the permitted 100% construction documents for the landscape and irrigation scope. VLA will update its CAD files (AutoCAD 2022 or newer) to reflect as-built changes, cloud and date all revisions, and remove professional seals from the drawing set, replacing them with an "As-Built / Record Drawing" stamp that notes reliance on contractor-provided information. VLA will then transmit electronic PDFs and native CAD files to Perlman Architects for close-out.

Proposed Fee

VLA proposes a lump-sum fee by phase based on the staffing and billing rates below. Invoicing will be issued monthly based on the percentage of completion. Travel time allowance: Up to three (3) hours per in-person event (workshops, coordination meetings, site visits) is included as professional time; mileage and other out-of-pocket travel costs are excluded.

- Billing rates: Landscape Architect (RLA) \$165/hr
- Senior Landscape Designer (Senior) \$132/hr

Phase	RLA Hrs	Senior Hrs	Phase Fee
Programming / Pre-Design	3	10	\$1,815
Schematic Design (30%)	3	30	\$4,455
Design Development (60%)	4	45	\$6,600
Construction Documents (90% + 100%)	10	55	\$8,910
Post Design/Construction Observation	4	5	\$3,960
Total Professional Fee	24	165	\$25,740

Optional Phase	RLA Hrs	Senior Hrs	Phase Fee
Post Construction – Record Drawings	2	10	\$1,650
Total FEE w/ Optional Service	\$27,390		

Additional Services

If services beyond this scope are needed, Perlman Architects will request them in writing (email is acceptable). VLA will respond with a brief add-service proposal outlining the revised scope, assumptions, deliverables, fee (lump sum or hourly at the published rates), any reimbursables, and schedule impacts. No additional work will proceed without written authorization from PA. Items listed under Exclusions, extra in-person trips beyond the allowance, added meetings, more than one consolidated comment cycle per milestone, or material design changes arising from City/CMAR review will be handled as Additional Services under this process.

Exclusions

Exclusions clarify items not included in VLA's base scope and fee; if needed, additional Landscape Architectural services can be added by written authorization from PA.

- **Off-site work beyond scope:** Off-site work beyond scope: Any off-site/ROW work other than the ADOT frontage described; any ADOT submittals or agency-specific packages not already noted. This work also excludes ADOT traffic-control/access permits, lane closures, and roundabout median work (by Civil/CMAR). No standalone ADOT submittal packages or multiple ADOT re-submittals beyond the integrated CD sheets and one consolidated review..
- **Hardscape & specialty elements:** Design/CDs for walls, plazas, canopies/trellises, seat walls, site signage/wayfinding, public art, site lighting/photometrics, and electrical/low-voltage/alerting systems.
- **Surveys & studies by others:** Boundary/topographic survey, utility potholing, geotechnical, traffic/queuing, arborist inventory/mitigation, environmental/biological/cultural resources, NEPA, and hazardous materials assessments.
- **Water pressure/quality.** Irrigation design assumes potable water at pressures suitable for standard PRV layouts; reclaimed or poor-quality water, pumps, filtration, or special treatment is out of scope.
- **Controller/central control.** The Owner/City will identify the controller platform and any city-mandated central control integration; others will provide software setup, networking, and long-term subscriptions.
- **Engineering by others:** Civil grading/drainage and stormwater design (including calculations, basin sizing, SWPPP/NOI), structural, and MEP system design (including irrigation backflow, booster pumps, power, and controls beyond our irrigation plans).
- **Meetings & reviews beyond scope:** Public meetings beyond the one SD workshop; meetings beyond those listed; more than one consolidated comment set per milestone; additional in-person trips beyond the allowance in Assumptions.
- **Temporary conditions & maintenance:** Temporary irrigation/phasing design, warranty-period walk-throughs, and post-occupancy maintenance services beyond our standard maintenance notes.
- **Construction services outside CA scope:** Construction staking/layout, full-time inspection, means and methods, quantity surveying, procurement, or contractor scheduling.
- **As-built production:** CAD record drawing ("as-built") production is excluded from base services and is available as an optional service (see Optional Record Drawings / As-Built).
- **Deliverables format:** Any deliverables other than PDFs and AutoCAD (2022+) as listed (e.g., GIS, Revit, SketchUp, Lumion) are excluded.



Terms & Conditions

Scope & Standard of Care. VLA will perform the services described in this proposal with the ordinary professional skill and care of landscape architects practicing in Arizona under similar circumstances. No warranty, express or implied, is made or intended. Services beyond this scope are Additional Services and require written authorization.

Schedule & Changes. The parties will cooperate to meet the agreed milestones (30/60/90/100%). Changes in scope, codes, basemap/survey, review comments, or Owner directives that materially impact effort, deliverables, or schedule entitle VLA to an equitable adjustment in fee and time.

Compensation & Invoicing. Fees are a lump sum by phase (plus any approved Additional Services). VLA will invoice monthly based on the percent complete payment: Net 21 days. Past-due balances accrue 1.0% per month. VLA may suspend services after 10 days' written notice for non-payment; remobilization charges may apply.

Instruments of Service & Use. Drawings, specifications, CAD files, and other instruments of service remain VLA's intellectual property. Upon payment, the client receives a non-exclusive license to use them solely for this project's construction, operation, and maintenance. Electronic files are provided for convenience; the sealed PDFs govern. No third-party reliance without VLA's prior written consent.

Sealing & Record Documents (AZ). An Arizona-registered Landscape Architect will be in responsible charge and will sign, date, and seal the permit and final construction documents in accordance with Arizona Board of Technical Registration rules. The 90% set will be sealed "For Permit/Not for Construction"; the 100% set will be sealed "For Construction." The Division 32 specification cover will be sealed. Revised sheets affecting sealed content will be reissued and resealed. If Record Drawings/As-Built are authorized, VLA will remove seals and apply an "As-Built / Record Drawing" stamp, noting reliance on contractor redlines.

Data Reliance; Site/Hazardous Conditions. VLA may rely on survey, utilities, geotechnical, and other information provided by others and is not responsible for inaccuracies in that data. VLA has no responsibility for the discovery, handling, or removal of hazardous materials.

Indemnification (Arizona public work). Each party shall indemnify and hold harmless the other only to the extent caused by its negligence, recklessness, or intentional wrongful conduct, and that of persons it employs or uses. No party has a duty to defend the other. This clause is intended to comply with A.R.S. §§ 34-226 and 41-2586.

Limitation of Liability / Consequential Damages. To the maximum extent permitted by law, VLA's aggregate liability arising from these services is limited to the amount of VLA's fee for this project. If the Owner will not accept a liability cap, the parties agree to a mutual waiver of consequential damages (including loss of use, profit, and business interruption).

Dispute Resolution & Governing Law. The parties will first attempt good-faith negotiation, then non-binding mediation in Maricopa or Yavapai County before litigation. This agreement is governed by the laws of the State of Arizona. No waiver or modification is valid unless in writing and signed by both parties.

Insurance:

The Design Subconsultant shall maintain adequate insurance coverage throughout this agreement, including but not limited to professional liability insurance, general liability insurance, and workers' compensation insurance, and shall provide proof of such coverage upon request by the Prime Design Consultant.

Entire Agreement:

This agreement constitutes the entire understanding and agreement between the parties concerning the subject matter herein and supersedes all prior agreements, representations, and understandings, whether written or oral. Any modifications or amendments to this agreement must be made in writing and signed by both parties.

Acceptance:

Perlman Architects of Arizona acknowledges acceptance of these terms and conditions by signing and returning the attached proposal. By doing so, both parties agree to be bound by the terms herein. These revised terms and conditions provide a comprehensive framework for the Design Subconsultant-Prime Design Consultant relationship, addressing key aspects such as invoicing, quality of work, changes, termination, confidentiality, indemnification, and governing law.

ACCEPTANCE

Dear Mr. Adams, please acknowledge your acceptance of this proposal by signing the attached copy and returning it to me at the address on the above letterhead. I look forward to working with you on this Project.

Jerry Moar, VLA Designs LLC

09/19/2025
Date

Gerrald Adams Perlman Architects

Date



VLA DESIGNS LLC

VISION + LANDSCAPE + ART

September 19, 2025

Gerrald Adams, LEED AP
Director
Perlman Architects of Arizona, Inc.
2929 N. Central Avenue, Suite 1600
Phoenix, Arizona 85012-2727
E: gerralda@perlmanaz.com

Re: City of Prescott Fire Station 76

Proposal for Landscape Architectural Design and Post-Design Services

Dear Gerrald:

I appreciate the opportunity to provide landscape architectural design and post-design services for Fire Station 76. Based on the City program and our team discussions, I anticipate a comprehensive site development effort that delivers a resilient, low-maintenance landscape, separating public arrival from secure operations, supporting precise apparatus movements, managing freeze and snow conditions, and meeting City water efficiency targets.

VLA Designs LLC will prepare complete landscape and irrigation plans, MAG and Quad City standard details, maintenance instructions, and CSI technical specifications that meet City of Prescott permit submittal requirements. Following permit approval, VLA will provide a post-design scope for limited construction observation services to help confirm conformance with the permitted documents.

The following proposal outlines the scope and tasks. Please let me know if you have questions or need adjustments.

Thanks again,

Jerry Moar
Owner + Founder
jmoar@vladesignsllc.com
www.vladesignsllc.com

Enclosure: Fee Proposal

SCOPE AND FEE PROPOSAL

Project Understanding

The City of Prescott Fire Station 76 1600 Sundog Ranch Rd. is a ground-up, two-story essential facility (13,800–14,800 SF; 3–4 bays) with a Battalion Chief (BC) component. The site fronts Sundog Ranch Road with a full apparatus loop; public/staff parking is north and west, plus an auxiliary southwest lot signed “Trail Parking.” The landscape scope includes on-site work and Sundog Ranch Rd frontage (City ROW, back of curb to project ROW line). Design will separate public/staff arrival from secure operations, preserve sight triangles around the apparatus loop, meet City water-efficiency targets, coordinate basin plantings with stormwater, and reinforce CPTED, including clear views into the trail lot. Sloped west/southwest basin edges will receive erosion-resistant planting coordinated with civil details. Snow-storage zones will be located outside sight lines and turning paths.

Under Perlman Architects (PA) as prime, VLA Designs LLC (VLA) is responsible for landscape and irrigation from Programming/Pre-Design through final sealed Construction Documents using MAG and Quad City standards, CSI specifications, and milestone cost checks. VLA will route City interactions through PA, attend an in-person kickoff and an in-person schematic workshop, support permit and CMAR GMP responses, and provide limited construction observation site visits.

Assumptions

Perlman Architects is the prime and will manage scope and schedule, chair coordination, maintain document control, integrate consultant work into the project manual, route all City submittals and consolidated review responses, and pay all permit and review fees. Civil will provide survey, topography, utilities, grading, drainage, and right-of-way control, all aligned to the architectural base. Milestones occur at 30%, 60%, 90%, and 100% final with a City permit. All VLA documents will be submitted electronically as PDFs. The design phase is planned for nine to twelve months.

Prime responsibilities:

- City and Team Meeting scheduling and overall facilitation
- CMAR engagement at 30% and GMP coordination
- Budget alignment, QA coordination, and project plan and specification assembly
- Initial stakeholder coordination, including Parks/Trails.

CAD base issued by the prime:

- Architectural site plan in AutoCAD 2022 or newer
- Building footprint and orientation, and site plan with hardscape & lighting improvements

Registered Landscape Architect

VLA will designate Yang Yang, PLA (Arizona Reg. No. 44452) as the Landscape Architect of Record, Arizona-registered and in responsible charge of the landscape and irrigation scope. The registrant will support and review the work at all milestone submittals and will sign, date, and seal the permit and final construction documents in accordance with Arizona Board of Technical Registration rules. The title sheet will list the registrant's name, discipline, Arizona registration number, date of sealing, and the Arizona firm registration number for the sealing entity.

Travel Time:

- Each in-person workshop, coordination meeting, or construction site visit includes 3 hours of total travel time.

Construction Phase

- Construction Phase. VLA's role during construction is observation and clarification only; VLA does not control means, methods, sequences, safety, or contractor performance.
- Submittal/shop-drawing review is for general conformance with design intent.

Design Services

Programming/Pre-Design: VLA will attend an in-person kickoff and team introduction led by PA, then perform focused due diligence: a brief on-site assessment of existing conditions, a targeted code/frontage review for essential facilities, and a stakeholder overview to confirm operational priorities (BC/staff entry, apparatus loop safety) and the trail-parking interface. Through PA, VAL will confirm City submittal expectations and pre-app timing, verify scope boundaries (Sundog Ranch Rd frontage limits, irrigation POC/controller location), and establish data needs (survey, utilities, grading). No standalone deliverables are included in this phase; findings roll directly into SD.

Schematic Design (SD - 30%) VLA will develop coordinated landscape concepts aligned with early civil grading and apparatus circulation. Concepts will: (1) clearly separate public/staff arrival from secure operations; (2) preserve sight triangles along Sundog Ranch Rd and the apparatus loop; (3) set a low-water plant palette and irrigation basis of design; and (4) test a trailhead entry sequence at the southwest lot (safe pedestrian route, CPTED visibility, low-profile planting near crossings). VLA will attend two meetings: (a) an in-person schematic workshop with Fire/Facilities to confirm the vision and site organization (with emphasis on BC/staff and trail-lot users), and (b) an interdisciplinary coordination meeting led by PA to select the preferred concept and define SD deliverables. VLA will collaborate with PA/Civil to integrate planting/irrigation with any special hardscape at the main/staff entry (alignments, ADA routes, drainage, sleeves/edge conditions); hardscape design remains by PA/Civil.

30% Deliverables

- 2-D Plan showing the conceptual planting zones with a proposed plant palette
- Design narratives covering landscape and irrigation intent

Design Development (DD - 60%): VLA will advance the preferred concept into coordinated planting and irrigation layouts tied to civil grading, basins, and stormwater strategy. VLA will develop the irrigation approach (mainline routing, valve grouping, PRV, master valve, flow sensing) with protective drip layouts at slopes and basin edges. The design will refine screening, apparatus-edge treatments, CPTED measures, and sight-triangle controls around the loop and entries. For the west/southwest basins and slopes, we'll set salt/freeze-tolerant, erosion-resistant palettes and coordinate interfaces with riprap/erosion blankets (detailing by Civil). At the main/staff entry, we'll finalize planting/irrigation limits-of-work, sleeve diagrams, and edge coordination with any seat/guard elements by PA/Civil. At the trail-parking area, we'll identify amenity coordination zones (pads/footings by PA/Civil) and keep planting clear of kiosks/bike racks/pet stations clearances if later added. VLA will attend one PA-led coordination meeting and update the Opinion of Probable Cost for the 60% submittal.

60% Deliverables

- 2-D planting plan showing location of all Plants, Plant Schedule (Plants/Quantities), and Design Notes
- 2-D Irrigation Design with Irrigation Component Schedule and Design Notes
- Draft CSI Division 32 84 00 Irrigation and Division 32 93 00 Planting specifications
- Probable Cost Estimate

Construction Documents 90% and 100% Sealed Submittals: VLA will prepare the landscape and irrigation construction documents upon approval of the DD submittal. The plans will include a comprehensive materials schedule, general construction notes, required City notes, plan quantities, and the City water budget worksheet. The set will incorporate installation details based on MAG and Quad City standards, maintenance instructions, and CSI technical specifications. The irrigation design will show piping from the point of connection through mainlines and laterals, controller and wiring, sleeves and crossings, master valve and flow sensing, pressure regulation, and drip zone layout. VLA will route submittals through Perlman and will respond to City permit comments with a documented narrative and revised plans. VLA will attend two (2) coordination meetings in this phase, one before 90 percent intake and one after City review to finalize resolutions for the 100% issue.

90% Deliverables

- Preliminary CD drawing set for permit showing planting plans and schedules, irrigation plans, installation details, City and General Notes
- Preliminary CSI 32 84 00 Irrigation and 32 93 00 Planting specifications
- Updated Probable Cost Estimate
- Comment and response log for team QA and City intake, coordinated through Perlman

100% Deliverables

- Final Sealed CD drawing set
- Final Sealed CSI 32 84 00 Irrigation and 32 93 00 Planting specifications
- Updated Probable Cost Estimate
- Comment and response log for team QA and City intake, coordinated through Perlman

Post Design/Construction Observation

CMAR GMP Assistance/ RFI and Question response: VLA will provide targeted support through permitting, GMP development, and construction. Services are for clarification and are routed through Perlman as the primary contact.

Limited Construction Observation Services: The objective of the limited construction observation services is to ensure that the landscape and irrigation improvements are implemented correctly and in accordance with the project construction specifications and the City of Prescott's permitted plans. All correspondence will be directed to both the PA and the General Contractor. Below is an outline of tasks:

In-house Construction Administration Services: VLA will review and approve shop drawings, address requests for information (RFIs), and provide amended or corrected plans through architectural supplemental instructions (ASIs). VLA will anticipate reviewing plant and inert material via photos provided by the contractor from plant nurseries and rock quarries/vendors.

Construction Site Visits (2): VLA will conduct two site visits during critical construction phases to observe and document the progress of landscape and irrigation work. These visits will likely coincide with the installation of irrigation systems (trenching) and the planting of new vegetation. VLA will compile a field report detailing site observations and any action items to be addressed before Substantial Completion.

Substantial Completion Walkthrough: Upon substantial completion, VLA will conduct a walkthrough to ensure compliance with landscape and irrigation requirements. VLA will then prepare a report summarizing site observations and any outstanding items.

Optional Service: Record Drawings / As-Builts

Upon receipt of the contractor's signed redlined record set and utility as-builts, VLA will review the redlines and reconcile them to the permitted 100% construction documents for the landscape and irrigation scope. VLA will update its CAD files (AutoCAD 2022 or newer) to reflect as-built changes, cloud and date all revisions, and remove professional seals from the drawing set, replacing them with an "As-Built / Record Drawing" stamp that notes reliance on contractor-provided information. VLA will then transmit electronic PDFs and native CAD files to Perlman Architects for close-out.

Proposed Fee

VLA proposes a lump-sum fee by phase based on the staffing and billing rates below. Invoicing will be issued monthly based on the percentage of completion. Travel time allowance: Up to three (3) hours per in-person event (workshops, coordination meetings, site visits) is included as professional time; mileage and other out-of-pocket travel costs are excluded.

- Billing rates: Landscape Architect (RLA) \$165/hr
- Senior Landscape Designer (Senior) \$132/hr

Phase	RLA Hrs	Senior Hrs	Phase Fee
Programming / Pre-Design	3	10	\$1,815
Schematic Design (30%)	3	30	\$4,455
Design Development (60%)	4	50	\$7,260
Construction Documents (90% + 100%)	10	60	\$9,570
Post Design/Construction Observation	4	25	\$3,960
Total Professional Fee	24	175	\$27,060

Optional Phase	RLA Hrs	Senior Hrs	Phase Fee
Post Construction – Record Drawings	2	10	\$1,650
Total FEE w/ Optional Service	\$28,710		

Additional Services

If services beyond this scope are needed, Perlman Architects will request them in writing (email is acceptable). VLA will respond with a brief add-service proposal outlining the revised scope, assumptions, deliverables, fee (lump sum or hourly at the published rates), any reimbursables, and schedule impacts. No additional work will proceed without written authorization from PA. Items listed under Exclusions, extra in-person trips beyond the allowance, added meetings, more than one consolidated comment cycle per milestone, or material design changes arising from City/CMAR review will be handled as Additional Services under this process.

Exclusions

Exclusions clarify items not included in VLA's base scope and fee; if needed, additional Landscape Architectural services can be added by written authorization from PA.

- **Off-site work beyond scope:** Off-site work beyond the Sundog Ranch Road frontage described; median work, signage, or lighting design.
- **Trail/Park Construction:** Trail/park construction: any trail grading, surfacing, stabilization, drainage, or restoration beyond the paved parking lot limits. This also excludes design/spec/layout for benches, picnic tables, bike racks, pet-waste stations, trash/recycle enclosures/pads, shade structures/ramadas, kiosks/map cases (including kiosk graphics/maps), public art, fences/gates/bollards, or any foundations/footings for such items; wayfinding/regulatory signage, branding, interpretive panels, or MUTCD/parks sign packages; lighting/security (poles, fixtures, photometrics, wiring, cameras, call boxes); and new water/power/data services for trail amenities. No standalone Parks Department submittal package or multiple Parks re-reviews are included.
- **Hardscape & specialty elements:** Design/CDs for walls, plazas, canopies/trellises, seat walls, site signage/wayfinding, public art, site lighting/photometrics, and electrical/low-voltage/alerting systems.
- **Surveys & studies by others:** Boundary/topographic survey, utility potholing, geotechnical, traffic/queuing, arborist inventory/mitigation, environmental/biological/cultural resources, NEPA, and hazardous materials assessments.
- **Water pressure/quality.** Irrigation design assumes potable water at pressures suitable for standard PRV layouts; reclaimed or poor-quality water, pumps, filtration, or special treatment is out of scope.
- **Controller/central control.** The Owner/City will identify the controller platform and any city-mandated central control integration; others will provide software setup, networking, and long-term subscriptions.
- **Engineering by others:** Civil grading/drainage and stormwater design (including calculations, basin sizing, SWPPP/NOI), structural, and MEP system design (including irrigation backflow, booster pumps, power, and controls beyond our irrigation plans).
- **Meetings & reviews beyond scope:** Public meetings beyond the one SD workshop; meetings beyond those listed; more than one consolidated comment set per milestone; additional in-person trips beyond the allowance in Assumptions.
- **Temporary conditions & maintenance:** Temporary irrigation/phasing design, warranty-period walk-throughs, and post-occupancy maintenance services beyond our standard maintenance notes.
- **Construction services outside CA scope:** Construction staking/layout, full-time inspection, means and methods, quantity surveying, procurement, or contractor scheduling.
- **As-built production:** CAD record drawing ("as-built") production is excluded from base services and is available as an optional service (see Optional Record Drawings / As-Built).
- **Deliverables format:** Any deliverables other than PDFs and AutoCAD (2022+) as listed (e.g., GIS, Revit, SketchUp, Lumion) are excluded.



Terms & Conditions

Scope & Standard of Care. VLA will perform the services described in this proposal with the ordinary professional skill and care of landscape architects practicing in Arizona under similar circumstances. No warranty, express or implied, is made or intended. Services beyond this scope are Additional Services and require written authorization.

Schedule & Changes. The parties will cooperate to meet the agreed milestones (30/60/90/100%). Changes in scope, codes, basemap/survey, review comments, or Owner directives that materially impact effort, deliverables, or schedule entitle VLA to an equitable adjustment in fee and time.

Compensation & Invoicing. Fees are a lump sum by phase (plus any approved Additional Services). VLA will invoice monthly based on the percent complete payment: Net 21 days. Past-due balances accrue 1.0% per month. VLA may suspend services after 10 days' written notice for non-payment; remobilization charges may apply.

Instruments of Service & Use. Drawings, specifications, CAD files, and other instruments of service remain VLA's intellectual property. Upon payment, the client receives a non-exclusive license to use them solely for this project's construction, operation, and maintenance. Electronic files are provided for convenience; the sealed PDFs govern. No third-party reliance without VLA's prior written consent.

Sealing & Record Documents (AZ). An Arizona-registered Landscape Architect will be in responsible charge and will sign, date, and seal the permit and final construction documents in accordance with Arizona Board of Technical Registration rules. The 90% set will be sealed "For Permit/Not for Construction"; the 100% set will be sealed "For Construction." The Division 32 specification cover will be sealed. Revised sheets affecting sealed content will be reissued and resealed. If Record Drawings/As-Built are authorized, VLA will remove seals and apply an "As-Built / Record Drawing" stamp, noting reliance on contractor redlines.

Data Reliance; Site/Hazardous Conditions. VLA may rely on survey, utilities, geotechnical, and other information provided by others and is not responsible for inaccuracies in that data. VLA has no responsibility for the discovery, handling, or removal of hazardous materials.

Indemnification (Arizona public work). Each party shall indemnify and hold harmless the other only to the extent caused by its negligence, recklessness, or intentional wrongful conduct, and that of persons it employs or uses. No party has a duty to defend the other. This clause is intended to comply with A.R.S. §§ 34-226 and 41-2586.

Limitation of Liability / Consequential Damages. To the maximum extent permitted by law, VLA's aggregate liability arising from these services is limited to the amount of VLA's fee for this project. If the Owner will not accept a liability cap, the parties agree to a mutual waiver of consequential damages (including loss of use, profit, and business interruption).

Dispute Resolution & Governing Law. The parties will first attempt good-faith negotiation, then non-binding mediation in Maricopa or Yavapai County before litigation. The laws of the State of Arizona govern this agreement. No waiver or modification is valid unless in writing and signed by both parties.

Insurance:

The Design Subconsultant shall maintain adequate insurance coverage throughout this agreement, including but not limited to professional liability insurance, general liability insurance, and workers' compensation insurance, and shall provide proof of such coverage upon request by the Prime Design Consultant.

Entire Agreement:

This agreement constitutes the entire understanding and agreement between the parties concerning the subject matter herein and supersedes all prior agreements, representations, and understandings, whether written or oral. Any modifications or amendments to this agreement must be made in writing and signed by both parties.

Acceptance:

Perlman Architects of Arizona acknowledges acceptance of these terms and conditions by signing and returning the attached proposal. By doing so, both parties agree to be bound by the terms herein. These revised terms and conditions provide a comprehensive framework for the Design Subconsultant-Prime Design Consultant relationship, addressing key aspects such as invoicing, quality of work, changes, termination, confidentiality, indemnification, and governing law.

ACCEPTANCE

Dear Mr. Adams, please acknowledge your acceptance of this proposal by signing the attached copy and returning it to me at the address on the above letterhead. I look forward to working with you on this Project.

Jerry Moar, VLA Designs LLC

09/19/2025

Date

Gerrald Adams Perlman Architects

Date



ENGINEERING & TESTING CONSULTANTS, INC.
❖417 N. Arizona Ave. ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: 9/19/2025

Job No.

Client: Perlman Architects of Arizona, Inc.

Phone: c: (602) 837-4637

Client Address: 2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012

Email: GerraldA@PerlmanAZ.com

Authorized Representative or Person to Contact: **Gerrald Adams, LEED AP**

Type of Organization: **Corporation**

Person Authorized by Owner to Order, Schedule or Request Work: **Same**

DESCRIPTION OF WORK ORDER: This "proposal-Work Authorization" constitutes the express authority given to Engineering & Testing Consultants, Inc. (ETC), by the above named client to do the following described work:

PRESCOTT FIRE DEPT. - STATION 72 (6TH STREET): Geotechnical Engineering. ETC will perform 3 exploratory borings in accessible area of the project site. The borings will be performed to determine subsurface soil/rock conditions and sample soils. Additional costs for coordination of public and private utilities are included in this estimate.

An engineering report will be prepared with the results of the exploration and laboratory testing, with recommendations for site grading/earthwork, foundation support, slabs on grade, lateral soil pressures, foundation/structure drainage, and structural pavement sections.

The Geotechnical Report will be provided for a lump sum fee as shown below. Other services for construction observation and testing will be provided on an hourly and unit cost basis per the attached fee schedule.

All work to be performed by Engineering & Testing Consultants, Inc., or by its subcontractors, shall be done subject to the conditions and limitations set forth on the following pages hereof, and Client agrees that the conditions, terms, agreements, and limitations on the following pages hereof are hereby incorporated by reference and are part of this agreement.

The above named Client agrees to pay Engineering & Testing Consultants, Inc., for the described work on the basis of compensation noted below and subject to the terms and conditions listed on the following pages hereof and on any other documents attached hereto which are checked above as having been provided and reviewed.

FEE BASIS: Lump Sum (Fixed Fee)

For any work done on an hourly, unit price, and for which an estimated fee and/or estimate of expense and cost is stated, it is agreed by the client that the fee, expense, and/or costs as stated is intended to be an estimate only and shall not be construed as a lump sum, fixed, or maximum fee to be charged by Engineering & Testing Consultants.

ESTIMATE: \$ 5,300.00

SCHEDULE: Start Date: Upon receipt of contract (NTP) Completion Date: Approx. 6-8 weeks from NTP

Any schedule stated herein is specifically subject to the conditions and agreements set forth on the following pages hereof.

Client _____ ENGINEERING & TESTING CONSULTANTS

By _____ By 12-1-16
Authorized Representative

Date _____

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona Ave., Prescott, AZ 86301



Engineering & Testing Consultants, Inc

Materials Testing Quality Control Cost ESTIMATE

Friday, September 19, 2025

City of Prescott Fire Station 72 (6th Street)

PROPOSED SERVICES:

Earthwork, Sewer, Water, Walls, Subgrade, ABC, Concrete and Grout Sampling & Testing, Asphalt Testing & Sampling

Project Engineer	5	Hrs.	\$200	Per hr.	\$1,000
Quality Control Testing, Earthwork (Over Ex)					
Quality Control Technician	15	Hrs.	\$80	Per hr.	\$1,200
Quality Control Testing, Sewer					
Quality Control Technician	6	Hrs.	\$80	Per hr.	\$480
Quality Control Testing, Water					
Quality Control Technician	4	Hrs.	\$80	Per hr.	\$320
Quality Control Testing, Subgrade					
Quality Control Technician	6	Hrs.	\$80	Per hr.	\$480
Quality Control Testing, ABC					
Quality Control Technician	4	Hrs.	\$80	Per hr.	\$320
Quality Control Testing, Foundations					
Quality Control Technician	6	Hrs.	\$100	Per hr.	\$600
Special Inspections - Ret Wall Reinforcement					
Quality Control Technician	8	Hrs.	\$100	Per hr.	\$800
Quality Control Testing, Wall Backfill					
Quality Control Technician	10	Hrs.	\$80	Per hr.	\$800
Quality Control Testing, Concrete					
Quality Control Technician	24	Hrs.	\$80	Per hr.	\$1,920
Quality Control Testing, Grout					
Quality Control Technician	36	Hrs.	\$80	Per hr.	\$2,880
Quality Control Testing, Asphalt					
Quality Control Technician	16	Hrs.	\$80	Per hr.	\$1,280
Laboratory Testing - Soil					
Moisture Density Relationship - D698	3	Each	\$150	Per test	\$450
Plasticity Index, Wet Prep	1	Each	\$120	Per test	\$120
Particle Size Analysis - Gradation	1	Each	\$110	Per test	\$110
Fractured Face	1	Each	\$100	Per test	\$100
LAR	1	Each	\$250	Per test	\$250
Laboratory Testing, Asphalt					
Marshall Density	1	Each	\$130	Per test	\$130
Maximum Theoretical	1	Each	\$180	Per test	\$180
A/C Content / Gradation	1	Each	\$180	Per test	\$180
Laboratory Testing - Concrete and Grout					
Concrete and Grout Compression Tests (4 per set)	80	Cylinders	\$30	Per cylinder	\$2,400
ESTIMATED COST			\$16,000		

NOTES: Based Overview Picture on 9/19/25

A more accurate proposal will be needed after plans have been issued.

A cost savings to the project can be anticipated if the amount of concrete pours are less than budgeted.

ETC will only invoice for actual time and costs for the project.

Rates are portal to portal from our Prescott office with no mileage charges or minimum hourly trip charges.

This estimate is based on an on-call basis only and it is the responsibility of the client for scheduling.

Any night or weekend work will be billed at 1.5 times normal rates. (Not included in this proposal)

This proposal does not include A/C or Concrete plant control.

This estimate is based on our review of the project documents.

We do not intend to say that the project can be constructed within the time frame we listed.

For estimating purposes you should use our unit rates.



ENGINEERING & TESTING CONSULTANTS, INC.
❖417 N. Arizona Ave. ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: 9/19/2025

Job No.

Client: *Perlman Architects of Arizona, Inc.*

Phone: c: (602) 837-4637

Client Address: 2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012

Email: *GerraldA@PerlmanAZ.com*

Authorized Representative or Person to Contact: *Gerrald Adams, LEED AP*

Type of Organization: *Corporation*

Person Authorized by Owner to Order, Schedule or Request Work: *Same*

DESCRIPTION OF WORK ORDER: This "proposal-Work Authorization" constitutes the express authority given to Engineering & Testing Consultants, Inc. (ETC), by the above named client to do the following described work:

PRESCOTT FIRE DEPT. - STATION 73 (PHIPPEN ROUND-A-BOUT): Geotechnical Engineering. ETC will perform 3 to 4 exploratory borings in accessible area of the project site. The borings will be performed to determine subsurface soil/rock conditions and sample soils. Additional costs for coordination of public and private utilities are included in this estimate.

An engineering report will be prepared with the results of the exploration and laboratory testing, with recommendations for site grading/earthwork, foundation support, slabs on grade, lateral soil pressures, foundation/structure drainage, and structural pavement sections.

The Geotechnical Report will be provided for a lump sum fee as shown below. Other services for construction observation and testing will be provided on an hourly and unit cost basis per the attached fee schedule.

All work to be performed by Engineering & Testing Consultants, Inc., or by its subcontractors, shall be done subject to the conditions and limitations set forth on the following pages hereof, and Client agrees that the conditions, terms, agreements, and limitations on the following pages hereof are hereby incorporated by reference and are part of this agreement.

The above named Client agrees to pay Engineering & Testing Consultants, Inc., for the described work on the basis of compensation noted below and subject to the terms and conditions listed on the following pages hereof and on any other documents attached hereto which are checked above as having been provided and reviewed.

FEE BASIS: Lump Sum (Fixed Fee)

For any work done on an hourly, unit price, and for which an estimated fee and/or estimate of expense and cost is stated, it is agreed by the client that the fee, expense, and/or costs as stated is intended to be an estimate only and shall not be construed as a lump sum, fixed, or maximum fee to be charged by Engineering & Testing Consultants.

ESTIMATE: \$ 5,750.00

SCHEDULE: Start Date: Upon receipt of contract (NTP) Completion Date: Approx. 6-8 weeks from NTP

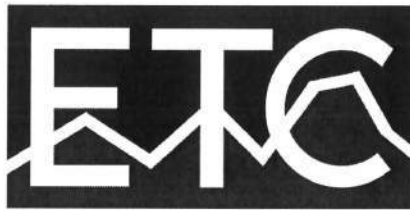
Any schedule stated herein is specifically subject to the conditions and agreements set forth on the following pages hereof.

Client _____ ENGINEERING & TESTING CONSULTANTS

By _____ By *Rita Km*
Authorized Representative

Date _____

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona Ave., Prescott, AZ 86301



Engineering & Testing Consultants, Inc

Materials Testing Quality Control Cost ESTIMATE

Friday, September 19, 2025

City of Prescott Fire Station 73 (Phippen Roundabout)

PROPOSED SERVICES:

Earthwork, Sewer, Water, Walls, Subgrade, ABC, Concrete and Grout Sampling & Testing, Asphalt Testing & Sampling

Project Engineer	5	Hrs.	\$200	Per hr.	\$1,000
Quality Control Testing, Earthwork (Grading)					
Quality Control Technician	20	Hrs.	\$80	Per hr.	\$1,600
Quality Control Testing, Sewer					
Quality Control Technician	12	Hrs.	\$80	Per hr.	\$960
Quality Control Testing, Water					
Quality Control Technician	8	Hrs.	\$80	Per hr.	\$640
Quality Control Testing, Subgrade					
Quality Control Technician	12	Hrs.	\$80	Per hr.	\$960
Quality Control Testing, ABC					
Quality Control Technician	6	Hrs.	\$80	Per hr.	\$480
Quality Control Testing, Foundations					
Quality Control Technician	8	Hrs.	\$100	Per hr.	\$800
Quality Control Testing, Concrete and Grout					
Quality Control Technician	96	Hrs.	\$80	Per hr.	\$7,680
Quality Control Testing, Asphalt					
Quality Control Technician	16	Hrs.	\$80	Per hr.	\$1,280
Laboratory Testing - Soil					
Moisture Density Relationship - D698	3	Each	\$150	Per test	\$450
Plasticity Index, Wet Prep	2	Each	\$120	Per test	\$240
Particle Size Analysis - Gradation	2	Each	\$110	Per test	\$220
Fractured Face	1	Each	\$100	Per test	\$100
LAR	1	Each	\$250	Per test	\$250
Laboratory Testing, Asphalt					
Marshall Density	2	Each	\$130	Per test	\$260
Maximum Theoretical	2	Each	\$180	Per test	\$360
A/C Content / Gradation	2	Each	\$180	Per test	\$360
Laboratory Testing - Concrete and Grout					
Concrete and Grout Compression Tests (4 per set)	96	Cylinders	\$30	Per cylinder	\$2,880
ESTIMATED COST					\$20,520

NOTES: Based Overview Picture on 9/19/25

A more accurate proposal will be needed after plans have been issued.

A cost savings to the project can be anticipated if the amount of concrete pours are less than budgeted.

ETC will only invoice for actual time and costs for the project.

Rates are portal to portal from our Prescott office with no mileage charges or minimum hourly trip charges.

This estimate is based on an on-call basis only and it is the responsibility of the client for scheduling.

Any night or weekend work will be billed at 1.5 times normal rates. (Not included in this proposal)

This proposal does not include A/C or Concrete plant control.

This estimate is based on our review of the project documents.

We do not intend to say that the project can be constructed within the time frame we listed.

For estimating purposes you should use our unit rates.



ENGINEERING & TESTING CONSULTANTS, INC.
❖417 N. Arizona Ave. ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: 9/19/2025

Job No.

Client: Perlman Architects of Arizona, Inc.

Phone: c: (602) 837-4637

Client Address: 2929 N. Central Avenue, Suite 1600
Phoenix, AZ 85012

Email: GerraldA@PerlmanAZ.com

Authorized Representative or Person to Contact: Gerrald Adams, LEED AP

Type of Organization: Corporation

Person Authorized by Owner to Order, Schedule or Request Work: Same

DESCRIPTION OF WORK ORDER: This "proposal-Work Authorization" constitutes the express authority given to Engineering & Testing Consultants, Inc. (ETC), by the above named client to do the following described work:

PRESCOTT FIRE DEPT. - STATION 76 (SUNDOG RANCH RD): Geotechnical Engineering. ETC will perform 3 to 4 exploratory borings in accessible area of the project site. The borings will be performed to determine subsurface soil/rock conditions and sample soils. Additional costs for coordination of public and private utilities are included in this estimate.

An engineering report will be prepared with the results of the exploration and laboratory testing, with recommendations for site grading/earthwork, foundation support, slabs on grade, lateral soil pressures, foundation/structure drainage, and structural pavement sections.

The Geotechnical Report will be provided for a lump sum fee as shown below. Other services for construction observation and testing will be provided on an hourly and unit cost basis per the attached fee schedule.

All work to be performed by Engineering & Testing Consultants, Inc., or by its subcontractors, shall be done subject to the conditions and limitations set forth on the following pages hereof, and Client agrees that the conditions, terms, agreements, and limitations on the following pages hereof are hereby incorporated by reference and are part of this agreement.

The above named Client agrees to pay Engineering & Testing Consultants, Inc., for the described work on the basis of compensation noted below and subject to the terms and conditions listed on the following pages hereof and on any other documents attached hereto which are checked above as having been provided and reviewed.

FEE BASIS: Lump Sum (Fixed Fee)

For any work done on an hourly, unit price, and for which an estimated fee and/or estimate of expense and cost is stated, it is agreed by the client that the fee, expense, and/or costs as stated is intended to be an estimate only and shall not be construed as a lump sum, fixed, or maximum fee to be charged by Engineering & Testing Consultants.

ESTIMATE: \$ 5,800.00

SCHEDULE: Start Date: Upon receipt of contract (NTP) Completion Date: Approx. 6-8 weeks from NTP

Any schedule stated herein is specifically subject to the conditions and agreements set forth on the following pages hereof.

Client _____ ENGINEERING & TESTING CONSULTANTS

By _____ By [Signature]
Authorized Representative

Date _____

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona Ave., Prescott, AZ 86301



Engineering & Testing Consultants, Inc

Materials Testing Quality Control Cost ESTIMATE

Friday, September 19, 2025

City of Prescott Fire Station 76 (Sundog Ranch Rd)

PROPOSED SERVICES:

Earthwork, Sewer, Water, Walls, Subgrade, ABC, Concrete and Grout Sampling & Testing, Asphalt Testing & Sampling

Project Engineer	5	Hrs.	\$200	Per hr.	\$1,000
Quality Control Testing, Earthwork (Over Ex)					
Quality Control Technician	32		\$80	Per hr.	\$2,560
Quality Control Testing, Sewer					
Quality Control Technician	8	Hrs.	\$80	Per hr.	\$640
Quality Control Testing, Water					
Quality Control Technician	6	Hrs.	\$80	Per hr.	\$480
Quality Control Testing, Subgrade					
Quality Control Technician	16	Hrs.	\$80	Per hr.	\$1,280
Quality Control Testing, ABC					
Quality Control Technician	8	Hrs.	\$80	Per hr.	\$640
Quality Control Testing, Foundations					
Quality Control Technician	8	Hrs.	\$100	Per hr.	\$800
Quality Control Testing, Concrete and Grout					
Quality Control Technician	96	Hrs.	\$80	Per hr.	\$7,680
Quality Control Testing, Asphalt					
Quality Control Technician	24	Hrs.	\$80	Per hr.	\$1,920
Laboratory Testing - Soil					
Moisture Density Relationship - D698	3	Each	\$150	Per test	\$450
Plasticity Index, Wet Prep	2	Each	\$120	Per test	\$240
Particle Size Analysis - Gradation	2	Each	\$110	Per test	\$220
Fractured Face	1	Each	\$100	Per test	\$100
LAR	1	Each	\$250	Per test	\$250
Laboratory Testing, Asphalt					
Marshall Density	3	Each	\$130	Per test	\$390
Maximum Theoretical	3	Each	\$180	Per test	\$540
A/C Content / Gradation	3	Each	\$180	Per test	\$540
Laboratory Testing - Concrete and Grout					
Concrete and Grout Compression Tests (4 per set)	96	Cylinders	\$30	Per cylinder	\$2,880
ESTIMATED COST			\$22,610		

NOTES: Based Overview Picture on 9/19/25

A more accurate proposal will be needed after plans have been issued.

A cost savings to the project can be anticipated if the amount of concrete pours are less than budgeted.

ETC will only invoice for actual time and costs for the project.

Rates are portal to portal from our Prescott office with no mileage charges or minimum hourly trip charges.

This estimate is based on an on-call basis only and it is the responsibility of the client for scheduling.

Any night or weekend work will be billed at 1.5 times normal rates. (Not included in this proposal)

This proposal does not include A/C or Concrete plant control.

This estimate is based on our review of the project documents.

We do not intend to say that the project can be constructed within the time frame we listed.

For estimating purposes you should use our unit rates.

September 17, 2025

Perlman Architects of Arizona
2929 N. Central Avenue
Suite 1600
Phoenix, AZ 85012

Re: Prescott Firestations Street Light & Traffic Signal Design

Attn: Gerrald Adams, LEED AP

Wright Engineering Corp is pleased to submit this fee proposal to provide traffic signal and street light design support services for the City of Prescott. The total contract fee for this scope of work shall not be exceeded.

Street Lighting Design Scope of Services:

1. Coordinate design with City of Prescott and project team as required.
2. Visit the site virtually to determine existing conditions. This task will include identifying existing street lighting as well as potential overhead and underground conflicts.
3. Attend up to four virtual project coordination meetings with City staff/design team as follows:
 - a. SD Stage – 1 formal meeting
 - b. DD Stage – 2 formal meetings
 - c. CD Stage – 1 formal meeting
4. Design will include the required lighting levels/locations to meet municipality requirements.
5. Prepare 24" X 36" street light construction drawings showing all street lighting for the following streets in three separate plan sets:
 - a. 6th Street Frontage (Station 72)
 - b. SR89 Firestation Frontage (Station 73)
 - c. Sundog Ranch Road Frontage (Station 76)
6. Perform in-house QA/QC review.
7. SD Stage: Provide design/systems narrative.
8. DD Stage: Provide 100% design development submittal.
9. CD Stage: The above plans will be provided to Client for submittal to City of Prescott for review and comment at 50%, 90% and 100% levels. Submittals will include a soft copy in electronic format.
10. Coordinate with City regarding review comments from design team and municipality.
11. All redlines whether internal, design team, or municipality will be responded to and addressed.



Traffic Signal Design Scope of Services:

1. Coordinate design with City of Prescott and project team as required.
2. Visit the site virtually to determine existing conditions. This task will include identifying existing traffic signal equipment and layout as well as potential overhead and underground conflicts.
3. Attend up to four virtual project coordination meetings with City staff/design team as follows:
 - a. SD Stage – 1 formal meeting
 - b. DD Stage – 2 formal meetings
 - c. CD Stage – 1 formal meeting
4. Design all signal equipment including vehicle indications, signal poles, mast arms, foundations, signal pole mounted luminaires, controller cabinet, power service pedestal, etc.
5. All equipment will be designed to meet local codes and ordinances as well as PROWAG, ADA, MUTCD, OSHA, NESC, and other applicable state and federal requirements as adopted by the City of Prescott.
6. Prepare equipment & foundation schedules.
7. Prepare conduit and conductor table to power all equipment.
8. Prepare 24" X 36" HAWK traffic signal construction drawings for the following intersection in one plan set:
 - a. SR89 & Firestation 73 Driveway – Including Roundabout Flashers
9. Prepare 24" X 36" traffic signal pre-emption tie in construction drawings for the following intersection in one plan set:
 - a. Prescott Lakes Parkway and Sundog Ranch Road tie in with Firestation 76
10. Signing and striping sheet is NOT included in this scope.
11. Perform in-house QA/QC review.
12. SD Stage: Provide design/systems narrative.
13. DD Stage: Provide 100% design development submittal.
14. CD Stage: The above plans will be provided to Client for submittal to City of Prescott for review and comment at 50%, 90% and 100% levels. Submittals will include a soft copy in electronic format.
15. Coordinate with City regarding review comments from design team and municipality.
16. All redlines whether internal, design team, or municipality will be responded to and addressed.

Responsibilities of Others:

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the civil engineer or landscape architect for submittal to the local government agencies for approval and permits.
3. Designation of location of Utility Company point of electrical service connection will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services.



Final Deliverables:

1. Upon completion of the design, we will provide final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee:

The above services will be provided as follows:

Firestation 72 Street Lighting Design Services: **\$6,020** (Not to Exceed)

Firestation 73 Street Lighting Design Services: **\$7,580** (Not to Exceed)

Firestation 76 Street Lighting Design Services: **\$6,620** (Not to Exceed)

Firestation 73 HAWK Traffic Signal Design Services: **\$17,270** (Not to Exceed)

Firestation 76 Pre-emption Traffic Signal Design Services: **\$7,610** (Not to Exceed)

Hourly Rate Schedule:

Any services listed as billed hourly or not specifically included in the Scope of Services section shall be payable at the following rates:

Principal	\$210/hour	Senior Engineer	\$180/hour
Engineer	\$150/hour	Admin	\$80/hour

Billing:

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days.

Sincerely,



Aaron D. Kutchinsky, PE
Wright Engineering Corporation





September 18, 2025

Gerrald Adams, LEED AP
Director
Perlman Architects of Arizona
2929 N. Central Ave, Suite 1600
Phoenix, AZ. 85012-2727

RE: Prescott Fire Stations 72-73-76

The 2728 Group is pleased to present this fee proposal for providing low voltage and special systems consulting, design and documentation services related to the Prescott Fire Stations 72-73-76 projects in Prescott, AZ. Please see attached sheets for a detailed description of the package and services that will be provided upon approval.

Thank you for providing The 2728 Group with this opportunity to work with Perlman Architects of Arizona.

Best Regards,

A handwritten signature in blue ink, appearing to read "Chris Stowers".

Chris Stowers, RCDD
President
Chris@2728Group.com
602.690.1992 - Cell



Project Summary

Based on the project programming scopes/schedules provided by Perlman Architects of Arizona, we understand the requirements needed to provide a fully functioning Division 27/28 (27 = Structured Cabling, 28 = Security, Access Control) design and installation documentation package.

Programming - SD (Schematic Design) Phase (30%)

1. Telecommunications and Special Systems narrative.
2. Division 27/28 system floor plans Overhead/Underground Pathways, Structured Cabling (Horizontal and Backbone), Access Control – Surveillance, CCTV Video Monitoring, Sound Masking, Wireless Access, G2 alarm per City of Prescott descriptive standards.
3. Division 27/28 system specifications per City of Prescott descriptive standards.
4. Meeting/Coordination time with other trades.
5. Two (2) existing facility site visits.

DD (Design Development) Phase (60%)

1. Division 27/28 system floor plans Overhead/Underground Pathways, Structured Cabling (Horizontal and Backbone), Access Control – Surveillance, CCTV Video Monitoring, Sound Masking, Wireless Access, G2 alarm per City of Prescott descriptive standards.
2. ROW improvements by City of Prescott standards and existing facilities.
3. Division 27/28 system specifications per City of Prescott descriptive standards.
4. Meeting/Coordination time with other trades.
5. Division 27/28 Telecommunications room (TR) details showing equipment placement, equipment rack elevations, wall elevations, penetrations, and overhead/underground pathways, utility companies' coordination.
6. Meeting/Coordination time with other trades.
7. Two (2) existing facility site visits.

CD (Construction Documents) Phases (90% & 100%)

1. Division 27/28 system floor plans Overhead/Underground Pathways, Structured Cabling (Horizontal and Backbone), Access Control – Surveillance, CCTV Video Monitoring, Sound Masking, Wireless Access, G2 alarm per City of Prescott descriptive standards.
2. ROW improvements by City of Prescott standards and existing facilities.
3. Division 27/28 system specifications per City of Prescott descriptive standards.
4. Meeting/Coordination time with other trades.
5. Division 27/28 Telecommunications Room (TR) details showing equipment placement, equipment rack elevations, wall elevations, penetrations, and overhead/underground pathways, utility companies' coordination.
6. Meeting/Coordination time with other trades.
7. CMAR cost estimating/GMP/bidding review.

CA (Construction Administration) Phase

1. Three (3) Site visits (QA/QC) with written formal reports based on visual observations, BICSI standards, City of Prescott standards.
 - a. One (1) for progress inspection and QA/QC.
 - b. One (1) for substantial completion.
 - c. One (1) for final Division 27/28 contractor acceptance and approval.
2. RFI Responses
3. Division 27/28 Contractor submittal review.

**Warranty Follow Up Phase**

1. Division 27/28 Contractor submittal and final systems drawing review.
2. Review and acceptance of all final contractor drawings, warranties, and cabling test results.

General Conditions**Non-reimbursable expenses**

1. Normal operating charges which include the following:
 - a. Stenographic services for memoranda, meeting minutes, reports, general office supplies to accomplish the task at hand.
 - b. Local, long-distance telephone and fax transmissions
 - c. Regular mail (USPS) delivery

Reimbursable expenses

1. Plotting & Printing
2. Travel expenses outside of Maricopa County.

Exclusions

1. Fire alarm systems are not included within this proposal. It is understood that the electrical engineering scope includes a fire alarm performance specification and drawing package.
2. G2 Alarm System to be designed by others and implemented by The 2728 Group into the low voltage-special systems package.

Design Drawing Documents

To assist in the production of our scope of responsibilities, Perlman Architects of Arizona agrees to provide all original drawings and models in either DWG or RVT and PDF formats for our use in systems design and coordination with all parties involved.



Fees

This fee has been developed from the work tasks and proposed site information (drawings/outline) as described in this proposal.

During the performance of this contract, The 2728 Group will invoice for percentage completion and expenses accrued by our 2025 labor rates. Labor rates provided within 325020 Prescott FS FeeBreakdown.xlsx; as provided by Perlman Architects of Arizona. Activity logs will be provided to Perlman Architects of Arizona for review and signature with invoicing for the previous billing cycles performed services. Additional fees may be required due to scope change, added responsibilities and/or project timeline revisions.

Fee Summary

Fire Station 72	Hours	Days		
Programming, Schematic Design (SD 30%)	27	3.375	\$	3,839.99
Design Development (DD 60%)	71	8.875	\$	10,480.03
Construction Documents (CD 90% & 100%)	33	4.125	\$	4,920.01
(Construction Admin (CA), Warranty)	15	1.875	\$	2,880.01
Total Base Services	146	18.25	\$	22,120.04
Optional As-Built	9	1.125	\$	960.02
Total All Services	155	19.375	\$	23,080.06

Fire Station 73	Hours	Days		
Programming, Schematic Design (SD 30%)	24	3.0	\$	3,420.00
Design Development (DD 60%)	65	8.125	\$	9,760.03
Construction Documents (CD 90% & 100%)	29	3.625	\$	4,480.00
(Construction Admin (CA), Warranty)	15	1.875	\$	2,880.01
Total Base Services	133	16.625	\$	20,540.04
Optional As-Built	9	1.125	\$	960.02
Total All Services	142	17.75	\$	21,500.06

Fire Station 76	Hours	Days		
Programming, Schematic Design (SD 30%)	24	3.0	\$	3,420.00
Design Development (DD 60%)	61	7.625	\$	9,320.01
Construction Documents (CD 90% & 100%)	27	3.375	\$	4,200.01
(Construction Admin (CA), Warranty)	15	1.875	\$	2,880.01
Total Base Services	127	15.875	\$	19,820.03
Optional As-Built	9	1.125	\$	960.02
Total All Services	136	17	\$	20,780.05



Payment terms are Net 30 days.

If this is acceptable, please sign and date a copy of this letter and return it to my attention or submit a similar contract instrument. If you wish to discuss this further, please contact me at 602.690.1992.

Thank you for your consideration and we look forward to joining this project with Perlman Architects of Arizona.

Accepted by:

Prepared By:

A handwritten signature in blue ink, appearing to read "Chris Stowers", on a light blue background.

Signature

Printed

P.O. Number

Chris Stowers, RCDD

September 18, 2025

Date



TO: MAYOR AND CITY COUNCIL
AGENDA: October 28 Voting Meeting
DATE: October 28, 2025
DEPT: Fire Department
ITEM #: 11.B
SUBJECT: Approval of Design-Build City Contract No. 2026-066 with Danson Construction, LLC, for the Prescott Fire Training Tower, in the Amount of \$2,823,026.52. Funding is Budgeted & Available in the General Fund.

ITEM SUMMARY

This item is to approve Design-Build City Contract No. 2026-066 with Danson Construction, LLC, for the Prescott Fire Training Tower, in the not to exceed amount of \$2,823,026.52. Funding is available in the General Fund

BACKGROUND

The proposed Prescott Fire Training Tower is a critical component of the city's ongoing investment in public safety infrastructure. The facility will consist of a NFPA Certified, custom fabricated live fire and confined spaces five (5) story training structure, designed specifically to meet the operational needs of the Prescott Fire Department. This project supports the City's Strategic Plan by enhancing the ability to deliver efficient and effective public safety training and service.

The project scope includes:

- Design and construction of the training tower and structural foundations
- Site preparation, including demolition and removal of existing concrete slab
- Importing of select subgrade materials
- Grading to ensure positive site drainage

To maximize flexibility in funding, scheduling, and project development, Staff selected a Design/Build project delivery method. A public solicitation for Statements of Qualifications (SOQs) was issued, resulting in six submittals. An extensive evaluation process was conducted, and the team of Danson Construction, LLC (Contractor) and DAVA & Associates, Inc. (Design Consultant) was ranked highest based on qualifications, experience, and approach. Following successful scope and fee negotiations, Danson Construction, LLC has submitted a Guaranteed Maximum Price (GMP) proposal covering both design services and complete facility construction.

This project will significantly enhance the Prescott Fire Department's capacity to train personnel in advanced firefighting and rescue techniques, supporting the City's strategic commitment to public safety and service excellence.

FINANCIAL IMPACT

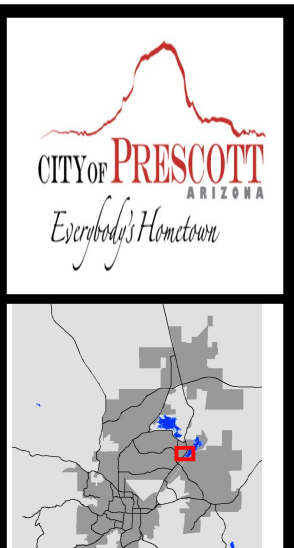
Funding for this contract is available in the General Fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-066

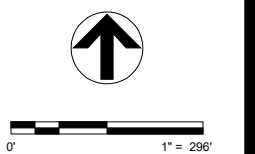
ATTACHMENTS

1. Location Map
2. Contract 2026-066_Fire-Training-Tower



Prescott Fire Training Tower Location

This map is a product of
The City of Prescott





DESIGN-BUILD CONTRACT

Prescott Fire Training Tower

Contract No. 2026-066

THIS AGREEMENT made and entered into this 28th day of October, 2025, by and between Danson Construction, LLC of the city of Phoenix, county of Maricopa, state of Arizona, hereinafter designated “Design-Builder”, 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 Design-Builder, 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: (The following sections prescribe the services and responsibilities required for the proper execution and completion of the Work by the Design-Builder. They are not organized in any specific order and may pertain to all phases of the Work. The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.)

1. SCOPE OF WORK

The Design-Builder shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities, required to perform all work for the Design-Build of the Prescott Fire Training Tower project, to completely and totally design and construct the same and install the material therein for the City, in a good and workmanlike and substantial manner and to the satisfaction of the City.

2. CONTRACT DOCUMENTS

The Request for Design-Build Qualifications, Plans, Specifications, Special Provisions, Addenda (if any), the Design-Build Proposal (as accepted by the Mayor and Council per the meeting minutes of October 28, 2025), this Contract, and any Performance Bonds, Payment Bonds, Certificates of Insurance, and Change Orders, are by this reference the Contract Documents and are made a part of the Contract to the same extent as if set forth herein in full.

3. TIME OF COMPLETION

Contract Time shall start with the Notice to Proceed and end with Substantial Completion. The City shall issue a Notice to Proceed letter establishing the mutually agreed upon Notice to Proceed date for this Agreement and design. Design-Builder hereby agrees to commence work on or before the tenth (10th) day after written notice to do so, and to fully complete the same within the established Contract Time after the date of the written notice to commence Work, subject to such extensions of time as are provided by the [Contract Conditions](#) and [Contract Documents](#). The City

will issue a Final Acceptance letter when the City finds the Work or identified portions of the Work to be finally complete.

The Project Schedule shall be established, updated and maintained throughout the Work as provided by the [Contract Conditions](#) and [Contract Documents](#). The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete Work within the Contract Time(s), as such dates may be adjusted in accordance with the [Contract Documents](#). Failure on the part of the Design-Builder to adhere to the Project Schedule may be the basis for termination of this Agreement by the City.

The activities making up the schedule shall be of sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work. The schedule shall show milestones, including milestones for City-furnished information, and shall include activities for City-furnished equipment and furniture when those activities are interrelated with the Design-Builder's activities.

The Design-Builder covenants and agrees at his own proper cost and expense, to do all work as aforesaid for the Design-Build of said improvements and to completely design and construct the same and install the material therein, as called for by the [Contract Documents](#), free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the [Contract Documents](#).

4. CONTRACT AMOUNT AND PAYMENTS

4.1. PAYMENTS TO DESIGN-BUILDER

For and in consideration of the faithful performance of the work herein embraced as set forth in the [Contract Documents](#), and in accordance with the directions of the City, the City agrees to pay the Design-Builder the amount earned, computed from actual quantities of work performed and accepted or materials furnished at the unit Design-Build price in the Design-Build Proposal and to make such payment in accordance with applicable Arizona Revised Statutes, after final inspection and acceptance of the work.

Design-Builder shall be paid, pursuant to the provisions as set forth in the [Contract Conditions](#) and [Contract Documents](#), the total sum of Two Million, Eight Hundred Twenty-Three Thousand, Twenty-Six Dollars and Fifty-Two Cents (\$2,823,026.52), plus any approved Contract Amendments, for the full and satisfactory completion of all Work as set forth in the Project Specifications and [Contract Documents](#). Retention shall be in accordance with A.R.S. § 34-221.

Prior to final payment to the Design-Builder, 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 Design-Builder, and shall apply to those moneys to the appropriate account. Design-Builder shall provide to the City any information necessary to determine the total amount(s) due.

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.

4.2. PAYMENTS TO SUBCONTRACTORS

The foregoing sum includes payment for any and all services to be rendered by Design-Builder or Subcontractors, which the Design-Builder may employ for this Contract. It is expressly agreed by and between the parties that the Design-Builder is solely responsible for any and all payment to other Professionals or Subcontractors retained by the Design-Builder.

The Design-Builder shall pay to his Subcontractors or material suppliers, and each Subcontractor shall pay to his Subcontractor or material supplier, within seven (7) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Design-Builder or Subcontractor on account of the work performed by his Subcontractors, to the extent of each such Subcontractor's interest therein, except that no Contract for Design-Build may materially alter the rights of any Contractor, Subcontractor or material supplier to receive prompt and timely payment as provided under A.R.S. § 34-221(E). Such payments to Subcontractors or material suppliers shall be based on payments received pursuant to that Section. Any diversion by the Design-Builder or Subcontractor or payments for work performed on a Contract, or failure to reasonably account for the application or use of such payments, constitutes grounds for disciplinary action by the Registrar of Contractors. The Subcontractor or material supplier shall notify the Registrar of Contractors and the City in writing of any payment less than the amount or percentage approved for the class or item of work as set forth in that Section.

Nothing herein prevents the Design-Builder or Subcontractor, at the time of application and certification to the City or Design-Builder, from withholding such application and certification to the City or Design-Builder for payment to the Subcontractor or material supplier for (a) unsatisfactory job progress, (b) defective Design-Build work or materials not remedied, (c) disputed work or materials, (d) third-party claims filed or reasonable evidence that a claim will be filed, (e) failure of a Subcontractor to make timely payments for labor, (f) equipment and materials, (g) damage to the Design-Builder or another Subcontractor, (h) reasonable evidence that the Subcontract cannot be completed for the unpaid balance of the Subcontract sum, or (i) a reasonable amount for retention that does not exceed the actual percentage retained by the City.

5. CONTRACT CONDITIONS

5.1. PATENT AND COPYRIGHT

The Design-Builder shall indemnify, defend, and hold harmless the City, its officers, employees, agents and successors, against and from all claims, demands, losses, costs, expenses, suits, settlements, judgments, and damages (including attorneys' fees), of any kind or nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, article, or otherwise, including claims thereof pertaining to, or arising from the Design-Builder's performance under this Contract.

Should the Design-Builder's officers, employees, agents, or assigns (or anyone of a like nature), in the performance of the work or as a result of performing the work, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process, or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of the Design-Builder. However, the Design-Builder shall grant or cause to be granted to the City the right and/or license to permanently use, or cause to be used for the benefit of the City any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as the City desires to use the same for the City's own internal use.

5.2. INDEPENDENT CONTRACTOR STATUS

It is expressly agreed and understood by and between the parties that the Design-Builder is being retained by the City as an independent contractor, and as such the Design-Builder 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 [Contract Amount and Payments](#). 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 Design-Builder 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.

5.3. NON-EXCLUSIVE CONTRACT

Nothing in this Contract is to be construed as granting to the Design-Builder an exclusive right to perform any or all of the City's requirements of the type contemplated hereunder.

5.4. RIGHT TO ASSURANCE

If the City in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Public Works Director may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the City's option, be the basis for terminating the Contract.

5.5. 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 Design-Builder 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 Design-Builder under the Contract shall become the property of and be delivered to the City upon demand. The Design-Builder shall be entitled to receive just and equitable compensation for work completed, and materials accepted before the effective date of the termination.

5.6. NON-APPROPRIATION 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.

5.7. DISPUTE RESOLUTION

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.

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.

5.8. INDEMNIFICATION

Subject to the limitations of A.R.S. § 34-226, to the fullest extent allowed by law, the Design-Builder shall defend, indemnify and hold harmless the City, its departments, officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) 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 Design-Builder 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts of Indemnatee, 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 Design-Builder for the City.

5.9. NOTIFICATIONS

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	Danson Construction, LLC
201 N. Montezuma Street	2624 W. Lone Cactus Drive
Prescott, Arizona 86301	Phoenix, Arizona 85027
contracts@prescott-az.gov	bfontana@dansonbldg.com

5.10. 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.

5.11. ASSIGNMENT

The Design-Builder shall not assign this Contract, or any part hereof, without the prior written consent of the City. Any attempted assignment in violation hereof shall be void.

5.12. NON-WAIVER PROVISION

The failure of the City to insist upon or enforce strict performance by the Design-Builder of any of the provisions of this Contract, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of the City's right to assert or rely upon such terms or rights on any future occasion.

5.13. MODIFICATIONS AND WAIVERS

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.

5.14. 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. 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.

5.15. DISCREPANCY

In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement, this Agreement shall control over Exhibit "A".

5.16. SAVINGS CLAUSE

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

5.17. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated Agreement between the City and the Design-Builder 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 Design-Builder. 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.

5.18. 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.

5.19. DEFAULT

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

5.20. NONDISCLOSURE

Except as otherwise required by law or this Contract, the Design-Builder, its officers, employees, Subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the City) any information obtained by it in connection with its performance under this Contract.

5.21. ATTORNEYS' FEES

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 and § 34-321 or pursuant to any other state or federal statute, court rule, case law or common law. The Design-Builder further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.

6. GENERAL PROVISIONS

6.1. PROFESSIONAL RESPONSIBILITY

City and Design-Builder commit at all times to cooperate fully with each other, and proceed on the basis of trust and in good faith, to permit each party to realize the benefits afforded under the Contract Documents.

The Design-Builder shall perform the work hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such services with respect to work similar to that contemplated hereunder. In the event of the Design-Builder's failure to observe and adhere to such standards, the Design-Builder shall, upon notice from authorized City staff, promptly re-perform the work at the Design-Builder's sole expense.

A. Professional Services

Design-Builder shall, consistent with applicable state licensing laws, provide qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed design consultants, the necessary Design Services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permitted Design-Builder to complete the Work consistent with the [Contract Documents](#). The Design-Builder's design professionals shall seal with an Arizona registered professional seal all plans, works and deliverables prepared by them for this Agreement as required by state law.

The Design-Builder shall provide services to the City in relation to the said Project as indicated in Exhibit A (Request for Statements of Qualification, Scope of Work, Task and Fee Estimate and Project Schedule) and as requested by the City. In addition to those services identified in Exhibit A, the Design-Builder shall also perform all subordinate tasks not specifically referenced but necessary to the full and effective performance of the tasks specifically referenced.

The standard care for all design professional services performed to execute the Work shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality of the Project. Notwithstanding the preceding sentence, if the parties agree upon specific performance standards for any aspect of the services, which standards are to be set forth in an exhibit to this Contract, the design professional services shall be performed to achieve such standards.

The Design-Builder shall be responsible for the completeness and accuracy of the plans, specifications, supporting data, and other work prepared or compiled under its obligation for the Project and shall correct, at its expense, all errors, omissions and negligent acts therein which may be discovered. Correction of errors, omissions and negligent acts discovered on the architectural or engineering plans and specifications shall be the responsibility of the Design-Builder. The cost of the design necessary to correct those errors attributable to the Design-Builder shall not be reimbursable costs to the Design-Builder. Any damage incurred by the City as a result of additional construction cost caused by such errors, omissions or negligent acts shall not be reimbursed to the Design-Builder to the extent that such errors, omissions and negligent acts fall below the standard of care and skill that a registered professional in Arizona would exercise under similar conditions. The fact that the City has accepted or approved the Design-Builder's product shall in no way relieve the Design-Builder of any of its responsibilities. The settlement of any complications or disputed expenses arising from a Design-Builder's adjustment shall be borne by the Design-Builder at his own expense.

B. Design Services

Design-Builder shall provide all interim design submissions and deliverables as prescribed by the City and as shown on the Project Schedule. The City shall review and approve the interim design submissions in a time that is consistent with the turnaround times set forth in the Design-Builder's City-approved Project Schedule. The Design-Builder shall provide drawings in AutoCAD format compatible with City technology.

The Project design must meet all applicable Maricopa Association of Governments (MAG) Uniform Standard Technical Specifications and Uniform Standard Details and Drawings, latest revision; the City of Prescott Supplement to MAG, latest revision; all City building and engineering standards; and shall include any general provisions provided by the City. The Project design criteria and specifications shall be in accordance with all codes, standards and requirements as adopted by ordinance. Variances from the standards and guidelines must be identified in writing by the Design-Builder and approved by the City. The Design-Builder shall identify conflicts between the design standards and guidelines and the requirements listed in the paragraph above and shall obtain concurrence with resolution of the conflict. The design standards and guidelines or approval of variances or resolution of conflicts shall not be deemed to transfer any design liability to the City.

The Design-Builder shall not specify any construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative thereof unless specifically approved in writing by the City.

The Design-Builder shall coordinate with private, public and City utilities regarding standard utility issues and incorporate pertinent information in the plans. The Design-Builder shall be responsible for scheduling, submitting to, obtaining approval and retrieving all required Construction Documents from the various required reviewing agencies. Design-Builder shall obtain all necessary permits, approvals and licenses required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project. Copies of these permits and notices must be provided to the City prior to starting the permitted activity. The City shall be responsible for

providing fees related to City permits.

Design-Builder when requested by the City, will attend, make presentations and participate as may be appropriate in public agency and/or community meetings relative to the Project. Design-Builder will provide drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such meetings.

C. Construction Services

The Design-Builder shall, except as provided otherwise in this Contract or any Bid, furnish all supervision, labor and materials, and obtain all licenses and permits required for performance of the work. Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction in accordance with the Maricopa Association of Governments (MAG) Uniform Standard Technical Specifications and Uniform Standard Details and Drawings, latest revision; the City of Prescott Supplement to MAG, latest revision; all City building and engineering standards; and any general provisions and/or conditions provided by the City.

Design-Builder shall submit to the City, Construction Documents setting forth in detail drawings and specifications describing the requirements for construction. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting.

After approval of Construction Documents and prior to the commencement of any construction, the City will schedule a pre-construction conference. The construction start date will be concurred with. After the meeting, a Notice to Proceed letter will be issued confirming the construction start date, duration of the construction and, if applicable, the Substantial Completion date.

6.2. WORK PRODUCTS

All work products of the Design-Builder for this Project are instruments of service for this Project only and shall remain the property of the City whether the Work 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. These work products are not to be used on other work, and, with the exception of this Agreement, are to be returned/provided to the City upon request or at the completion of the Project.

6.3. 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 Design-Builder herein acknowledges that delays and disruptions may, and in all likelihood, will occur due to other work. The Design-Builder's Proposal 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-proposal 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 Design-Builder, its agents, employees, or any of the Design-Builder's subcontractors. In the event the Design-Builder encounters delay or disruption in the project schedule due to factors not wholly the fault of the Design-Builder or within the Design-Builder'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.

6.4. SUBCONTRACTORS

- A. During performance of this Agreement, the Design-Builder 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 Design-Builder.
- B. The Contract Amount includes payment for any and all Services to be rendered by the Design-Builder or Subcontractors which the Design-Builder may employ for this Agreement. It is expressly agreed by and between the parties that the Design-Builder is solely responsible for all payment to such any other Contractors or Subcontractors retained by the Design Builder. The Design-Builder 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.

6.5. PAY APPLICATIONS

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.

6.6. FINAL PAYMENT ACKNOWLEDGEMENT

Final Payment Acknowledgement to be signed by the Design-Builder 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 Public Works 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.

6.7. SETTLEMENT OF CLAIMS

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.

7. LIQUIDATED DAMAGES

All time limits stated in the Contract Documents are of the essence and should the Design-Builder 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 \$1,070.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Design-Builder 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 \$1,070.00 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 Design-Builder is insufficient to cover the full amount of assessed liquidated damages, then the Design-Builder or the surety on the bonds shall pay the difference due the Owner.

8. BONDS

- A. On or before the execution of the contract, the Design-Builder 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 bond shall be solely for the protection of the City. A copy of this bond shall be filed with the Finance Department.
- B. Design-Builder 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 Design-Builder or his subcontractors in the prosecution of the work provided for in this contract. A copy of this bond shall be filed with the Finance Department.
- 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.

9. FEDERAL AND STATE LAWS

9.1. COMPLIANCE WITH RELEVANT LAWS

All Services performed by the Design-Builder 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 Design-Builder, at the Design-Builder'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.

9.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Parties, with regard to the work performed by it after award and during their performance of this contract, will not discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran status, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment. The Parties will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Titles VI and VII of the Civil Rights Act of 1964; Sections 501, 503 and 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 Disabilities 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, 2009-09, as may be amended from time-to-time.

9.3. ARIZONA LAWS

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

9.4. 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.

9.5. EMPLOYEES ON PUBLIC WORKS CONSTRUCTION PROJECTS: E-VERIFY REQUIREMENTS

- A. 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.
- B. 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:
 1. 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.
 2. 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.
 3. 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.
 4. 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).

5. 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.

9.6. FORCED 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:

- A. The forced labor of ethnic Uyghurs in the People's Republic of China
- B. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- C. 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.
- D. 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.

9.7. CODE OF FEDERAL REGULATIONS; MINORITY OWNED BUSINESSES

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

- A. 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.
- B. Affirmative steps shall include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 3. 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.
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
 5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

10. INSURANCE REQUIREMENTS

10.1. CONSTRUCTION

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

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

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

10.2. ADDITIONAL INSURANCE REQUIREMENTS

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

- A. 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**

- B. 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.

10.3. 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.

10.4. 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.

10.5. 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 the 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:

A. 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

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

10.6. INSURANCE COVERAGE

Such policy shall not exclude coverage for the following:

- A. 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.
- B. 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.
- C. Injury to or destruction of any property arising out of blasting or explosion.
- D. 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).

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.

DATED: _____ day of _____, 2025

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

Danson Construction, LLC

City of Prescott, a municipal corporation:

AUTHORIZED SIGNATURE (FULL NAME)

PHILIP R. GOODE, MAYOR

DATE SIGNED

DATE SIGNED

TITLE

EMAIL

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL, CITY CLERK

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

DATE SIGNED

Exhibits List

A - Final GMP Proposal

Exhibit A

Final GMP Proposal



EXHIBIT 'A'

September 4, 2025

George Henderson
Capital Projects Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

RE: Prescott Fire Department Training Tower. CIP 2504-001

Dear Mr. Henderson:

Danson Construction is pleased to offer you and the City of Prescott our Guaranteed Maximum Price (GMP) proposal of **\$2,823,026.52** to provide and install the New five level Prescott Fire Training Tower. This proposal includes the following:

- One pre-engineered 5 level live fire burn training tower. Painted to the City of Prescott specified color.
- All required civil engineering and as built drawings upon completion of the project.
- Civil engineering will include the design of a concrete lined retention area to catch runoff water from the training tower structure. This area will be designed to accommodate 10,000 gallons of runoff water per training event.
- Proposed civil engineering scope of work attached and is in conformance with the Maricopa Association of Government (MAG) standard specification and the City of Prescott's Supplement to MAG Specifications (COP Supplement) Also the latest version of the City General Engineering Standards.
- Remove and replace any and all unsuitable soils per the City of Prescott's provided soils report dated January 15, 2020.
- There were no borings completed at the proposed site of the new training tower as the old structure was still in place.
- It is unknown what materials will be encountered during the required over excavation of the site due to prior demolition operations.
- Danson Construction has assumed that the unsuitable materials may be placed at the City of Prescott Transfer Station inert materials dump, current dump fees are included.
- All footings and concrete pedestals will be designed by a registered structural engineer.
- Remove 10,000 square feet of existing concrete and replace with 6" reinforced 4000 psi concrete
- Upon approval of the Guaranteed Maximum Price (GMP), Danson Construction will begin work on the 100% constructions drawings for approval prior to permit application. These will include all structural drawings, training tower shop drawings, proposed site utilities and civil drawing per the design team meetings held prior to this proposal.
- Danson Construction will provide the required special provisions for any work not governed by the MAG standard specifications or City of Prescott Supplement specifications.
- Attached is the milestone schedule.
- During construction Danson Construction and the City of Prescott will hold weekly progress meetings at the site.
- Danson Construction understands we are responsible for obtaining all required permits, we have included an allowance for same.

2624 W. Lone Cactus Dr. | Phoenix, AZ 85027 | 602.997.0777 | AZ ROC KB-01 247197 | www.dansonbldg.com



- During the design meetings it was discussed that due to the elevation of Prescott and potential winter operations a propane vaporizer will be required on the propane supply line to accommodate the training tower's BTU requirements. There is an allowance for this propane vaporizer under the mechanical, electrical & plumbing line items of the Guaranteed Maximum Price proposal.

This pricing includes the following allowances that will be used at the City's discretion with all unused funds reverting back to the City:

- Owner Allowance (4.5%): **\$ 116,537**
- Contractor allowance (2%): **\$ 51,794**
- Permit Cost: **\$ 10,000**
- Contractor Design Allowance: **\$ 10,499**
- Vaporizer: **\$ 15,000**

Please refer to the cost breakdown on the COP form attached herewith.

Please contact me if you have any questions.

Sincerely,

Everett Sharp
Project Director
Danson Construction
116 N. Montezuma
Prescott AZ 86301

GUARANTEED MAXIMUM PRICE (GMP)

Prescott Fire Training Tower						
CIP 2504-001						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
General Construction Items						
1		Construction Stakes, Lines and Grades	1	LS	\$28,160.00	\$28,160.00
2		Mobilization	1	LS	\$3,500.00	\$3,500.00
3		Permit Cost (ALLOWANCE)	1	LS	\$10,000.00	\$10,000.00
4		Testing & Special Inspections	1	LS	\$10,000.00	\$10,000.00
5		SWPPP	1	LS	\$3,000.00	\$3,000.00
6		General Conditions	1	LS	\$163,320.00	\$163,320.00
7		Contractor Contingency (ALLOWANCE)	1	ALL	\$51,794	\$51,794
8		Owner Contingency (ALLOWANCE)	1	ALL	\$116,537	\$116,537
9		Bond	1	LS	\$38,848.22	\$38,848.22
10		Insurance	1	LS	\$27,061.55	\$27,061.55
11		Contractor Fee	1	LS	\$155,382.26	\$155,382.26
12		Sales Tax	1	LS	\$145,331.88	\$145,331.88
<i>General Construction Items Subtotal</i>					\$752,934.69	
Design						
13		Civil Design	1	LS	\$54,250.00	\$54,250.00
14		Mechanical, Plumbing & Electrical Design	1	LS	\$5,000.00	\$5,000.00
15		Burn Tower/Structural Design	1	LS	\$20,840.00	\$20,840.00
16		Design General Conditions	1	LS	\$105,974.00	\$105,974.00
17		Contractor Design Contingency (ALLOWANCE)	1	LS	\$10,499.50	\$10,499.50
18		Contractor Design Fee	1	LS	\$13,999.33	\$13,999.33
<i>Design Items Subtotal Total</i>					\$210,562.83	
Site Improvements						
19		Existing Slab Demolition & Haul Off	10350	SFT	\$5.19	\$53,700.00
20		Over Excavation & Undesirable Soils Removal	463	CYD	\$71.06	\$32,900.00
21		Import Non-Expansive Material	975	TN	\$27.00	\$26,325.00
22		Place & Compact Non Expansive Material	1	LS	\$5,950.00	\$5,950.00
23		Building Pad (Finish Grade)	1	LS	\$2,900.00	\$2,900.00
24		New 6" Concrete Slab With Reinforcing	7860	SFT	\$10.75	\$84,495.00
<i>Site Improvements Subtotal</i>					\$206,270.00	
Drainage Improvements						

GUARANTEED MAXIMUM PRICE (GMP)

Prescott Fire Training Tower						
CIP 2504-001						
Line No.	Item	Description	Qty	Unit	Unit Cost	Amount
25		6 'x 12" Valley Gutter	415	LF	\$129.00	\$53,535.00
26		Concrete Washout Retention Pond	1	EA	\$18,000.00	\$18,000.00
<i>Drainage Improvements Subtotal</i>					\$71,535.00	
MP&E Improvements						
27		Sawcut	150	LF	\$7.33	\$1,100.00
28		New 2" Propane Line	125	LF	\$49.00	\$6,125.00
29		Electrical Service Line (2" Conduit)	143	LF	\$31.47	\$4,500.00
30		Electrical Tie in	1	EA	\$3,000.00	\$3,000.00
31		Propane Tank 1000 gallon	1	EA	\$7,000.00	\$7,000.00
32		Vaporizer (ALLOWANCE)	1	EA	\$15,000.00	\$15,000.00
<i>M.P &E Improvements Subtotal</i>					\$36,725.00	
Burn Tower Structure						
33		Foundation Package	1	LS	\$35,028.00	\$35,028.00
34		5 Story Burn Structure (Manufactured and Erected)	1	LS	\$1,509,971.00	\$1,509,971.00
<i>Burn Tower Improvements Subtotal</i>					\$1,544,999.00	
Total Bid Amount						\$2,823,026.52

TOTAL BID AMOUNT:

(In Written Words) Dollars

Company Name

Signature of Company Official

Date Signed

Title

DAVA & ASSOCIATES, INC.

PLANNING
ENGINEERING
SURVEYING

310 East Union Street
Prescott, AZ 86303

FAX: (928) 778-1047
www.davacivil.com

August 4, 2025

554DANSN/ Pro

Everett Sharp
Danson Construction LLC
116 N Montezuma Street
Prescott, AZ 86301
esharp@dansonbldg.com

RE: City of Prescott Fire Department – Fire Training Tower
Scope & Fee Proposal

Dear Mr. Sharp,

Dava & Associates, Inc. is pleased to offer this Scope & Fee Proposal to provide the following professional services for preparation of a Preliminary Site Development Plan for the City of Prescott Fire Department – Fire Training Tower in Prescott, Arizona within the Fire Department Training Center.

Proposed Professional Services:

- A) Preliminary Site Plan: Layout and preparation of a Site Development Plan of the existing conditions and proposed site of a new fire training tower to replace the existing tower. Computation of fire-training discharge volume based on information provided by others and layout of a preliminary grading plan for a retention holding basin. Submit plan to Danson Construction for their submittal to the City's Planning and Building Department.
- B) Topographical Survey: Office preparation and field surveys to measure site topography and structure placement on the site of the previous tower. Process field data and create site topography mapping for use in preparing a Final Site Development Plan.
- C) Final Site Plan: Consider and address agency review comments of the preliminary site plan, adjust plan as requested. Prepare Draft Technical Specifications with construction quantities of grading and site elements. Submit plans to utility companies for their review and comment and submit final Site Development Plan to Danson Construction.
- D) Construction Drawings: Address final agency concerns, and prepare final construction drawings, specifications, and construction quantity estimates. Coordination with utility companies and submit final construction drawings for their records.
- E) Construction Period Surveys: Establish construction bench monuments for use in constructing site work. Field surveys to layout building foundation, detention basin grading, and any utility connections to training tower. Field surveys to establish grade control for subgrade and final ABC grade.
- F) Record Documents: Field surveys to determine final as-built quantities, constructed element locations, and any utility connections. Attend final walk-through for acceptance. Preparation of Record of Survey for APS if required for any new facilities. Preparation of Record Drawings and electronic data files for submittal to the City of Prescott.

KK:\554\554dansn\Pro\Danson Final.pro.docx
August 4, 2025
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The proposed professional services will be completed on a Time & Materials basis, not to exceed \$82,850.00 without prior or additional authorization, based on the enclosed contract agreement and fee schedule.

The above fee assumes that all submittals and interactions with the City of Prescott will be done by others and that the preliminary site and grading plans will be completed without benefit of field surveys to verify existence of existing and topographical features. Possible revisions to the Site Development Plan generated by the City Planning & Building Department review - subsequent to their first and second reviews of each plan submittal - will be assessed to determine the cause for the requested revision. Subsequent City review comments deemed extra will be addressed as additional work to be completed upon your authorization.

Should you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, reading "Gordon Bowers".

Gordon Bowers, PE

Dava & Associates, Inc. | 310 E. Union Street | Prescott, AZ 86303

Contact: O: 928-778-7587, Ext. 30 | | e: gordonb@davacivil.com

Enclosure

CONTRACT AGREEMENT

CLIENT: Danson Construction LLC
c/o Everett Sharp
ADDRESS: 116 N Montezuma Street
Prescott, AZ 86301
esharp@dansonbldg.com

SCOPE OF SERVICES: Per Scope & Fee Proposal Letter dated August 4, 2025.

<u>T&M COST NOT TO EXCEED BASIS:</u>	Task A:	\$21,000.00
	Task B:	\$ 7,960.00
	Task C:	\$17,180.00
	Task D:	\$ 8,110.00
	Task E:	\$13,800.00
	Task F:	<u>\$14,360.00</u>

Reimbursable Expenses: \$ 440.00

Total \$82,850.00

Preparation of construction drawings and provide construction period services, APN 105-05-006K for City of Prescott Fire Department Tower in association with Danson Construction

The Standard Provisions set forth upon the reverse side are hereby incorporated into, and made a part of, this Agreement.

ACKNOWLEDGED BY CLIENT: _____ (Initials)

In witness whereof, the parties have made, executed and accepted this Agreement upon the terms, provisions and conditions stated above and on the reverse side hereof, the day and year as first written below:

CONSULTANT:

DAVA & ASSOCIATES, INC.

CLIENT:

BY: *Garland Spencer* BY: _____

TITLE: PRESIDENT TITLE: _____

DATE: 8/4/2025 DATE: _____

DAVA & ASSOCIATES, INC.

310 East Union Street
Prescott, Arizona 86303

PLANNING • ENGINEERING • SURVEYING

(928) 778-7587

Mail@DavaCivil.com

STANDARD PROVISIONS OF AGREEMENT

The client and consultant agree that the following provisions shall be a part of their agreement:

1. The client binds himself, his partners, successors, executors, administrators, and assigns to the consultant to this agreement in respect to all of the terms and conditions of this agreement.
2. In the event that the plans, specifications and/or field work covered by this contract are those required by various governmental agencies, and in the event that due to change of policy of said agencies after the date of this agreement, additional office or field work is required, the said additional work shall be paid for by the client as extra work.
3. In the event that any staking is destroyed by an Act of God or parties other than the consultant, the cost of restaking shall be paid for by the client as extra work.
4. In the event of any increase of costs due to the granting of wage increases and/or other employee benefits to field or office employees due to the terms of any labor agreement, or rise in the cost of living, during the lifetime of this agreement, such percentage increase shall be applied to all remaining compensation.
5. The client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this agreement.
6. All tracings, survey notes, and other original documents as instruments of service are, and shall remain, the property of the consultant, except where by law or precedent these documents become public property.
7. Should litigation be necessary to enforce any term or provision of this agreement, or to collect any portion of the amount payable under this agreement, then all litigation and collection expenses, witness fees and court costs, and attorney's fees shall be paid to the prevailing party.
8. Fees and all other charges will be billed monthly as the work progresses, and the net amount shall be due at the time of billing.
9. A late payment FINANCE CHARGE will be computed at the periodic rate of 1.75% per month, which is an ANNUAL PERCENTAGE RATE of 21%, and will be applied to any unpaid balance commencing 30 days after the date of the original invoice.
10. In the event of any litigation, the client agrees to pay to the consultant, interest on all past due balances at the rate of 21 percent (21%) per annum.
11. The client hereby agrees that the balance, as stated on the billing from the consultant to the client, is correct, conclusive and binding on the client unless the client, within ten (10) days from the date of the making of the billing, notifies the consultant in writing of the particular item that is alleged to be incorrect.
12. In the event all or any portion of the work prepared or partially prepared by the consultant be suspended, abandoned or terminated, the client shall pay the consultant for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.
13. In the event that the client institutes a suit against the consultant because of any failure or alleged failure to perform, error, omission or negligence, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered for the consultant, the client agrees to pay the consultant any and all costs of defense, including attorney's fees, expert witnesses' fees, and court costs, and any and all other expenses of defense which may be needful, immediately following dismissal of the case or immediately upon judgment being rendered in behalf of the consultant.
14. Neither the client nor the consultant shall assign his interest in this agreement without the written consent of the other.
15. The consultant makes no representation concerning the cost figures made in connection with maps, plans, specifications or drawings other than that all cost figures are estimates only, and the consultant shall not be responsible for fluctuations in cost factors.
16. In the event of litigation on this agreement, the interpretation thereof, and all disputes or controversies arising hereunder shall be governed by the laws of the State of Arizona.
17. No conditions or representations, altering, detracting from, nor adding to the terms hereof shall be valid unless printed or written hereon or evidenced in writing by either party to this agreement and accepted in writing by the other.
18. All agreements on the consultant's part are contingent upon, and the consultant shall not be responsible for damages or be in default or be deemed to be in default by reason of, delays in performance by reason of strikes, lockouts, accidents, Acts of God, and other delays unavoidable or beyond consultant's reasonable control, or due to shortages or unavailability of labor at established area wage rate, or delays caused by failure of client or client's agents to furnish information or to approve or disapprove consultant's work promptly, or due to late or slow or faulty performance by client, other contractors or governmental agencies, the performance of whose work is precedent to, or concurrent with, the performance of the consultant's work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.
19. In the event that litigation be instituted under the terms and conditions of this agreement, the same is to be brought and tried in judicial jurisdiction of the court of the county in which the consultant's principal place of business is located, and the client waives the right to have the suit brought, or tried in, or removed to, any other county of judicial jurisdiction.
20. The consultant does not guarantee the completion or quality of performance of contract, or the completion or quality of performance of contracts, by the construction contractor or contractors or other third parties, nor is he responsible for their acts or omissions.
21. The consultant makes no warrant, either express or implied, as to his findings, recommendations, specifications or professional advice, except that these were promulgated after being prepared in accordance with generally accepted engineering and/or surveying practices and under the direction of registered professional engineers and/or licensed land surveyors.
22. The client agrees to cooperate in any and every way or manner with the consultant on the project.
23. The consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys or sub-surface soil tests or general soil testing.
24. The consultant makes no representations concerning estimates of areas. Estimates of areas are estimates only and are not intended as accurate unless such area is certified. Certified areas will only be given when requested in writing and at an additional charge to the client.
25. In the event that any changes are made in the plans and specifications by the client or persons other than the consultant which affects the consultant's work, any and all liability arising out of such changes is waived as against the consultant, and the client assumes full responsibility for such changes unless the client has given the consultant prior notice and has received from consultant written consent for such changes.
26. The consultant is not responsible, and liability is waived by the client as against the consultant, for use by the client or any other person of any plans or drawings not signed by the consultant.
27. In consideration of the consultant's fee for services, the client agrees that the consultant will perform no on-site construction review for this project; that such services will be provided by others; and that the client shall defend, indemnify and hold the consultant harmless from any and all liability, real or alleged, that might be occasioned by others performing construction review for this project.
28. The client agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours; and the client further agrees to defend, indemnify and hold the consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of the consultant.
29. The client agrees to limit the consultant's liability to the client and to all contractors and subcontractors on the project, due to professional negligent acts, errors or omissions of the consultant, to the sum of \$50,000 or the consultant's fee, whichever is greater.
30. Upon written request, each of the parties hereto shall execute and deliver, or cause to be executed and delivered, such additional instruments and documents which may be necessary and proper to carry out the terms of this agreement.
31. The terms and provisions of this agreement shall not be construed to alter, waive or affect any lien or stop notice rights, which the consultant may have for the performance of services under this agreement.
32. One or more waivers of any term, condition or covenant by the consultant shall not be construed by the client as a waiver of a subsequent breach of the same or any other term, condition or covenant.
33. In the event the client fails to pay the consultant promptly, or within sixty (60) days after invoices are rendered, then the client agrees that the consultant shall have the right to consider said default a total breach of this agreement and the duties of the consultant under this agreement terminated. In such event, the client shall then promptly pay the consultant for all of the fees, charges and services performed by the consultant on an agreed hourly basis.
34. In the event any provision of this agreement shall be held to be invalid and unenforceable, the other provisions of this agreement shall be valid and binding on the parties hereto.
35. Services provided within this agreement are for the exclusive use of the client.
36. There are no understandings or agreements except as herein expressly stated.

310 East Union Street
Prescott AZ 86303

(928) 778-7587
FAX: (928) 778-1047
Mail@DavaCivil.com

SCHEDULE OF FEES

May 2025

PLANNING:

	RATE/HOUR
Representation/Special Studies	\$250.00
Principal Planner	\$150.00
Planner	\$ 80.00

ENGINEERING:

Principal Engineer (PE)	\$150.00
Senior Professional Engineer (PE)	\$140.00
Junior Professional Engineer (PE)	\$125.00
Junior Engineer (EIT)	\$100.00

CONSTRUCTION ADMINISTRATION:

Senior Project Manager	\$ 100.00
Junior Project Manager	\$ 90.00

DESIGN/DRAFTING:

Principal Designer	\$140.00
Senior Designer	\$125.00
Technical Designer	\$100.00
Junior Technical Designer	\$ 90.00
Technician	\$ 75.00

SURVEY:

Principal Land Surveyor (LS)	\$150.00
Senior Land Surveyor (LS)	\$120.00
Junior Land Surveyor (LS)	\$100.00
Party Chief	\$ 90.00
Junior Party Chief	\$ 75.00
3 Person Survey Crew	\$150.00
2 Person Survey Crew	\$125.00
Global Positioning System (in addition to crew rate)	\$ 25.00
UA Mapping System (in addition to crew rate)	\$ 25.00

<u>CLERICAL/SPECIAL STUDIES</u>	\$ 75.00
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OUTSIDE CONSULTANT/EXPENSES

(Client Authorized)	COST PLUS 10%
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PLANNING/ENGINEERING SPECIAL SERVICES

Expert Witness/Special Consultation.	\$250.00
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7/28/2025

Danson Construction LLC
Mr. Everett Sharp, Project Director
116 N Montezuma
Prescott, AZ 86301

Re: Proposal for *Prescott Fire Training Tower, Prescott, AZ.*

Dear Mr. Sharp,

We are pleased to present this fee proposal to identify our intent to perform the Work at your request for the new Fire Training Tower as discussed the other day. Bowie Tiglas Engineering, Inc. will prepare the Domestic Plumbing and Electrical Engineering Construction Documents for this facility ready for submittal to the City for plan review. Domestic Plumbing design will consist of new LP (propane) gas design. Electrical engineering will consist of single point power connection with panel schedules and power to building service. We have included an initial site review.

Our fee for these professional engineering services will be:

PE Engineering: \$5,000.00 (five thousand dollars and no cents)

plus reimbursable expenses payable upon receipt of invoices. Special observations, mechanical engineering, fire sprinkler system design, solar design, commissioning, construction administration services, and other services not specifically mentioned are considered an Additional Service. *No work will be performed until all outstanding invoices have been paid.* A service charge of 18% per annum will be imposed on balances outstanding for more than 30 days. In the event of nonpayment of your account, you agree to pay all costs of collection, including reasonable attorney's fees we incur. You agree that the firm's liability hereunder for damages, regardless of the form of the action, shall not exceed the total amount paid for the services described herein. You also agree that if construction phase services are not to be provided, the client shall be solely responsible for interpreting the contract documents and observing the work of the contractor to discover, correct or mitigate errors, inconsistencies or omissions; and hold engineer harmless of claims resulting from interpretations and observations. This shall be your exclusive remedy.

Our standard hourly rates are as follows:

Engineer: two hundred fifty dollars per hour (\$250.00/ hour)
Designer: one hundred fifty dollars per hour (\$150.00/ hour)

If you should have any questions, please do not hesitate to call me at (602) 992-3900. Thank you for this opportunity to work with you.

Sincerely

Bowie Tiglas Engineering, Inc.
Jamie M. Tiglas, P.E., CPD, LEED AP
Principal

Danson Construction LLC
Everett Sharp
Project Director

24820 North 16th Avenue • Suite 170 • Phoenix, Arizona 85085
• Telephone: (602) 992-3900 •



CONSTRUCTION MATERIAL TESTING & INSPECTION SERVICES
QUALITY CONTROL/ASSURANCE - SPECIAL/THIRD PARTY INSPECTIONS - CIVIL INSPECTIONS - GEOTECHNICAL

Thursday, August 7, 2025

PRESCOTT FIRE TRAINING TOWER

PRESCOTT, ARIZONA

PROPOSAL TO PERFORM CONSTRUCTION MATERIAL TESTING (CMT)/QC, SPECIAL/THIRD PARTY INSPECTIONS				
<u>Field Services</u>	<u>Hours</u>	<u>Price per Hour</u>	<u>Total</u>	
Engineering Field Technician (Soils/Aggregates)	20.0	\$75.00	\$1,500.00	
Engineering Field Technician (Asphaltic Concrete/Chip Seal)				
Special/Third Party Inspection	8.0	\$80.00	\$640.00	
Engineering Field Technician (Concrete)	6.0	\$75.00	\$450.00	
Core Machine Usage (Includes Technician)				
Trip Charge (per tech/trip)	<u>Trips/Hrs.</u>	<u>Price per Trip</u>	<u>Total</u>	
Portal-to-Portal (per tech/Hr.)				
<u>Laboratory Testing</u>	<u>No. Samples</u>	<u>Price per Sample</u>	<u>Total</u>	
Proctor ASTM (T99, D698, AZ 225)	3.0	\$130.00	\$390.00	
Atterberg Limits/(T89, D4318-wet prep)	2.0	\$105.00	\$210.00	
Sieve Analysis (T27, C136)	2.0	\$100.00	\$200.00	
Asphalt Content/Gradation (T308, D6307, AZ 427)		\$165.00	\$0.00	
Marshall Density/Unit Weight (T245, D6926, AZ 410)		\$115.00	\$0.00	
M.A. Gradation (AZ201)				
Max. Theoretical Unit Weight/Rice (T209, D2041, AZ 417)		\$160.00	\$0.00	
Flat & Elongated Pieces (D4791)				
Sand Equivalent (T176, D2419)				
Expansive Index				
Combined Bulk Oven Dry Sp. Gravity (AZ 251)				
Combined Water Absorption (AZ 251)				
Fractured/Crushed Faces (T335, D5821, AZ 212)	1.0	\$105.00	\$105.00	
Flakiness Index (AZ 233)				
Uncompacted Voids (AZ 247)				
L.A. Abrasion/Abrasion (T96/ASTM C 131)	1.0	\$205.00	\$205.00	
Percent Carbonates in Aggregate (AZ 238)				
Concrete Compression (C39, C1231)	15.0	\$35.00	\$525.00	
Ignition Oven Calibration* (Contingent)				
TSR (T283, D4867)				
Asphalt Cores, Density, Height (ASTM D 726)				
<u>Office/Administrative</u> (Includes review and typing of test results, project coordination, review of lab data by project manager).				
Project Management	<u>Hours</u>	<u>Price per Hour</u>	<u>Total</u>	
	2.0	\$130.00	\$260.00	
Data Processing	<u>Hours</u>	<u>Price per Hour</u>	<u>Total</u>	
	1.0	\$50.00	\$50.00	
ESTIMATED COST.....			\$4,535.00	

Client accepts this bid as contract and agrees to all terms and conditions herein.

SIGNATURE

Invoices will be submitted monthly and are due upon receipt. Unpaid invoices may/can lead to cessation of our work on a project.
Contractor agrees to pay additional 1.5% per month for every 30 days past invoice due date.

This proposal is confidential and is for the exclusive use of the client. It is not to be copied or disseminated to any other party without the written consent of MTI. Use of all disclosures contained in this proposal is specifically restricted. Use of or reliance upon this proposal by other parties, or for other transactions is strictly prohibited.



TO: MAYOR AND CITY COUNCIL
AGENDA: October 28 Voting Meeting
DATE: October 28, 2025
DEPT: Airport
ITEM #: 11.C
SUBJECT: Adoption of Resolution No. 2025-1948 Approving a Shift and Extension of the Primary Commercial Service Runway at Prescott Regional Airport - Ernest A. Love Field.

ITEM SUMMARY

This item is for the adoption of Resolution No. 2025-1948 approving the shift and extension of the primary commercial service runway at Prescott Regional Airport - Ernest A. Love Field.

BACKGROUND

This item requests approval to shift and extend the primary commercial service runway to improve safety and noise in and around the airport. If approved, staff would pursue this project and return at a future meeting of the city council with project details.

The airport held a two-day open house over the summer, on Wednesday, June 25 and Thursday, June 26, where airport consultants shared with the public the merits of a proposed shift of the primary commercial service runway, Runway 3R-21L, at Prescott Regional Airport - Ernest A. Love Field, to be accomplished at the same time as a runway extension and strengthening effort. Merits for shifting Runway 3R-21L include a corresponding shift of the one-engine inoperative (OEI) splay to the northeast. The OEI splay is currently impacted by rising terrain; a shift of the runway would mitigate the potential for penetration of the splay by entitled development south of the airport. Additional merits include the ability to develop an end-around-taxiway (EAT) at the south end of the runway in the future, a corresponding shift of the runway protection zone (RPZ) to the northeast, which will keep the vast majority of this safety zone on airport property, and a shift of the noise contours to the northeast, away from dense residential development, in anticipation of reducing the intensity of noise to residential homeowners at the south end of Runway 3R-21L. Informational handouts highlighting project details and answers to frequently asked questions were distributed at the open houses as well.

61 citizens attended the open house on the first night, and on the second evening there were over 40 attendees. A total of 27 comments from the attendees were collected; most comments were positive and generally supportive of the proposed projects. Some of the attendees were concerned about the noise, flight paths, and hours of operation, particularly regarding training aircraft. It was explained that a secondary benefit of the shift and extension is that it will move the Runway 21L departure threshold, which favors prevailing winds, by approximately six-tenths of a mile to the northeast, generally shifting noise contours as well, because aircraft would reach higher altitudes by the time they reach the homes directly off the end of the runway. A few attendees wanted to keep the existing runway pavement in the interest of safety, and another wanted additional run-up pads to be built near runway departure ends. A few were interested in more information about public safety related to the airport and how the runway shift will affect traffic from Cutter Aviation, Embry-Riddle Aeronautical University (ERAU), North-Aire Aviation, and Monarch Hangars.

A relocation, or shift, of Runway 3R's threshold by seven-hundred, eighty (780) feet to the northeast affords the opportunity to move the existing departure end of runway (DER) for Runway 21L to the northeast, by approximately 1,160 feet, and eliminates the need for an existing 380-foot

displacement of the Runway 3R threshold. By relocating the DER, commercial service multi-engine aircraft operators will no longer be operationally impacted by one-engine inoperative (OEI) obstacle limitation surfaces (OLS) required in the published departure procedures for Runway 21L, required under Federal Aviation Regulations (FAR) Part 121/135.

FINANCIAL IMPACT

Savings in previously anticipated land acquisition costs associated with protecting the departure end of Runway 21L from OEI splay penetration by entitled development, and mitigation of OEI splay penetration of existing electrical transmission lines. These avoided land acquisition costs are partially offset by the City's share of increased project costs associated with the runway extension work. The net financial effect is expected to be positive.

RECOMMENDED ACTION

MOVE to adopt Resolution No. 2025-1948

ATTACHMENTS

1. Resolution No. 2025-1948
2. Exhibit A

RESOLUTION NO. 2025-1948

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, DIRECTING CITY STAFF TO BEGIN THE PROCESS OF SHIFTING AND EXTENDING THE PRIMARY COMMERCIAL SERVICE RUNWAY AT PRESCOTT REGIONAL AIRPORT, TO THE NORTHEAST, TO SUPPORT COMMERCIAL AND FIREFIGHTING AIRCRAFT; ABANDONING ACQUISITION PURSUIT OF CERTAIN REAL PROPERTIES EARLIER IDENTIFIED AS BEING NECESSARY FOR RUNWAY PROTECTION / ONE-ENGINE INOPERATIVE (OEI) SPLAY; AND AUTHORIZING STAFF TO TAKE NECESSARY ACTIONS TO PROTECT THE EXISTING OEI SPLAY UNTIL THE SHIFT OF THE RUNWAY IS ACCOMPLISHED

RECITALS:

WHEREAS, on November 14, 2023, the City of Prescott ("City") entered into Resolution No. 2023-1871, declaring for purposes of Section 1.150-2 of the Federal Treasury Regulations and official Notice of Intent to be reimbursed in connection with certain capital expenditures, relating to the acquisition of land near Prescott Regional Airport; and,

WHEREAS, at the time Resolution No. 2023-1871 was approved, Prescott Regional Airport planned to extend the existing primary commercial service runway; and,

WHEREAS, after Resolution No. 2023-1871 was approved by the Prescott City Council, Prescott Regional Airport identified and pursued acquisition of eleven (11) parcels of property on or upon Deep Well Ranch; namely Yavapai County Assessor Numbers: (1) APN No. 102-05-032P; (2) APN No. 102-05-033E; (3) APN No. 102-05-324X; (4) APN No. 102-05-032R; (5) APN No. 102-05-037B; (6) APN No. 102-05-036P; & (7) APN No. 102-05-036E; (8) APN No. 102-05-032J; (9) APN No. 102-05-032L; (10) APN No. 102-05-033C; and (11) APN No. 102-05-035A for reasons of runway protection and mitigation of OEI splay penetration by entitled development; and,

WHEREAS, since the date of approval of Resolution No. 2023-1871, the City has acquired four (4) parcels of property, for which it received partial federal reimbursement, and the City continues to pursue additional state reimbursement for now-acquired parcel no. 102-05-032J; 102-05-032L; 102-05-033C; and 102-05-035A and,

WHEREAS, a demonstrative map showing the properties acquired and the properties no longer needed is attached hereto and incorporated herein by reference as Exhibit "A"; and,

WHEREAS, the City now desires to shift the primary commercial service runway to the northeast, by approximately 1,100 feet (exact amount to be determined in the design process), at the same time the runway is extended, to support commercial and firefighting aircraft; and,

WHEREAS, the shift of the primary commercial service runway will have positive impact to the airport and the community, through protection of OEI splay without acquiring additional parcels, and shifting the noise contours away from dense residential development; and,

WHEREAS, given this change of strategy from Resolution No. 2023-1871, the City is directing staff to pursue a shift of the runway, by approximately 1,100 feet (exact amount to be determined in the design process), at the same time it pursues an extension of the runway to the northeast, and authorizing environmental assessment, design and pursuit of state and federal funding to accomplish this work; and,

WHEREAS, acquisition of the remaining seven (7) parcels of real property for protection of the runway is no longer necessary given the shift of the primary commercial service runway, because the runway shift will mitigate the risk of OEI splay penetration by entitled development; and,

WHEREAS, staff will still need to work with real property owners in the vicinity of Prescott Regional Airport, so as to not negatively impact the existing OEI splay until the shift and extension are accomplished.

ENACTMENTS:

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

SECTION 1. THAT the City of Prescott hereby approves the runway shift of the primary commercial service runway, to the northeast, and at the same time an extension of the runway to support commercial service and firefighting aircraft.

SECTION 2. THAT the acquisition of the remaining seven (7) parcels of real property referenced in the Recitals above and identified on that Exhibit "A" to this Resolution, formerly identified as being necessary to protect the runway and to mitigate the risk of OEI splay penetration of the primary commercial service runway, is no longer necessary, and staff is directed to cease the acquisition pursuit of same.

SECTION 3. THAT staff is directed to engage professional services to accomplish the shift of the primary commercial service runway to the northeast, that include but are not limited to performance of necessary environmental assessments, testing and design necessary to achieve the runway shift and extension.

SECTION 4. THAT the Mayor and staff are hereby authorized to take any and all lawful measures, and to take any and all steps deemed necessary to accomplish the foregoing.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of _____, 2025.

PHILIP R. GOODE, Mayor

ATTEST:

APPROVED AS TO FORM:

SARAH M. THORNHILL, City Clerk

JOSEPH D. YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Resolution No. 2025-1948 is a true, correct and accurate copy of Resolution No. 2025-1948 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

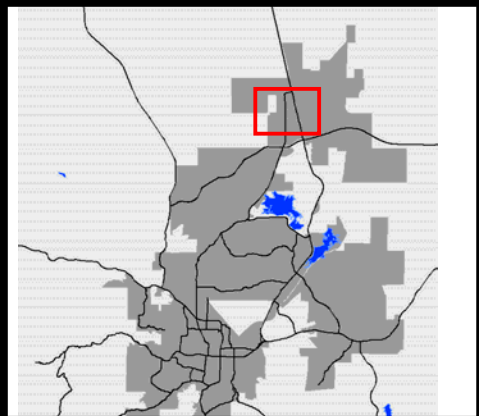
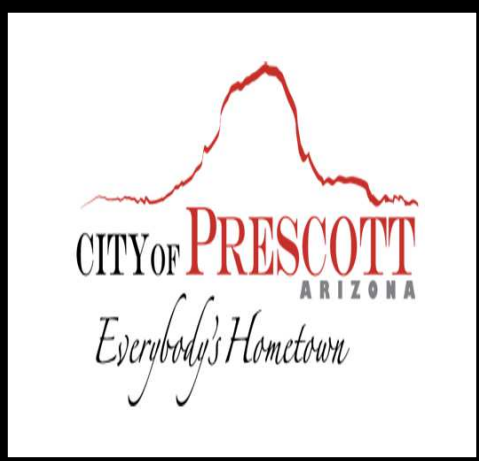
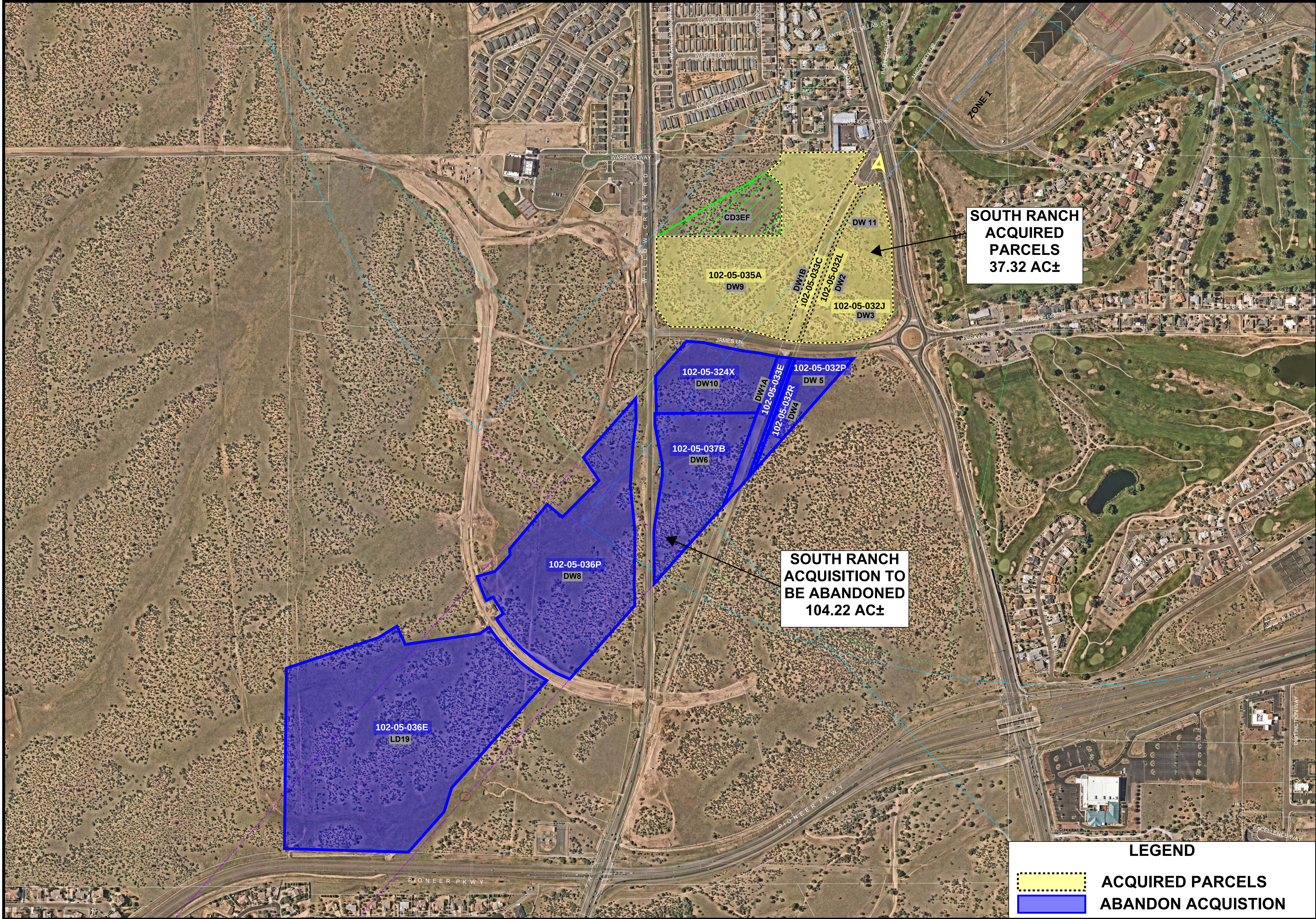


EXHIBIT A

LEGEND

ACQUIRED PARCELS

ABANDON ACQUISITION

This map is a product of
The City of Prescott

0 1" = 300' 1" = 600'