City of Prescott

City Council - Voting Meeting

February 24, 2026 | 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.

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. **ROLL CALL**
3. **INTRODUCTIONS / ANNOUNCEMENTS**
4. **INVOCATION - Pastor Rich Stoffan with Pinerock Camp**
5. **PLEDGE OF ALLEGIANCE - Councilman Grady**
6. **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
- Call to the public shall not be used to Address the Council on past, current, or pending legal matters by an attorney or their representatives, nor by a plaintiff or defendant. They shall be declared out of order and instructed to put their comments in writing to the City Attorney

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

7. 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 7.A. through 7.E.

A. Approval of Meeting Minutes from the February 3, 2026 Special Study Session, the February 10, 2026 Executive Session, the February 10, 2026 Study Session and the February 10, 2026 Voting Meeting.

B. Approval of City Contract No. 2026-149A2, an Amendment to City Contract No. 2026-149 with Ridgeline Builders LLC for Improvements at the Prescott Regional Communications Center in the Amount of $73,800.13 Using City of Prescott Job Order Contracting. Funding is Available in the Facilities Maintenance Fund.

C. Approval of the Updated City Council Strategic Plan (2026-2031).

D. Approval of City Contract No. 2026-168 with Huitt Zollars for Professional Surveying & Engineering Services in the Design of the Pioneer Parkway 16-inch Water Main Project in an Amount Not to Exceed $126,800. Funding is Budgeted & Available in the Water Fund.

E. Approval of City Contract No. 2026-173 with Carollo for Wastewater Treatment System Capacity Evaluation in an Amount Not to Exceed $125,020. Funding is Budgeted & Available in the Wastewater Fund.

8. REGULAR AGENDA

A. Approval of Multiple Items Related to the City of Prescott's Lease of the Rodeo/Fairgrounds to Prescott Frontier Days, Inc. as Follows: 1) Adoption of Resolution No. 2026-1974 Regarding the Inapplicability of Resolution No. 2023-1861 to any Amendment to an Existing Lease of City-Owned Property (City Contract No. 2017-020) to Prescott Frontier Days, Inc., More Commonly Known as the Yavapai County Fairgrounds and/or Prescott Rodeo Grounds.; and 2) Adoption of Ordinance No. 2026-1934 Approving City Contract No. 2017-020A1, an Amendment to City Contract No. 2017-020 a Lease Agreement Between the City of Prescott and Prescott Frontier Days, Inc. for the Rodeo/Fairgrounds.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING AN AMENDMENT TO LEASE AGREEMENT (CITY CONTRACT NO. 2017-020A1) BETWEEN THE CITY OF PRESCOTT AND PRESCOTT FRONTIER DAYS, INC. FOR THE PRESCOTT RODEO GROUNDS; AND AUTHORIZING MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAME
Recommended Action: 1) MOVE to adopt Resolution No. 2026-1974; and 2) MOVE to adopt Ordinance No. 2026-1934

B. Approval of Multiple Contracts for Improvements at Prescott Rodeo Grounds as Follows: 1) City Contract No. 2026-149A1, an Amendment to City Contract No. 2026-149 with Ridgeline Builders LLC in the Amount of $1,548,680.68 Using City of Prescott Job Order Contracting for Improvements to the Arena Grandstand Bleachers, Arena Speaker System & Rodeo Drive Monument Landscaping; and 2) City Contract No. 2024-174A3, an Amendment to City Contract No. 2024-174 with HACI Services LLC for the Replacement of HVAC Units in the Amount of

$92,606.92 using 1GPA Contract 22-14PFV-02-E3. Funding is Available in the Grants Fund.
Recommended Action: 1) MOVE to approve City Contract No. 2026-149A1; and 2) MOVE to approve City Contract No. 2024-174A3

C. **CONTINUED ITEM:** Discussion & Action Regarding Adoption of Retroactive Ordinance No. 2026-1935 Associated with a Citizen Petition Received by the Council at the December 9, 2025 Voting Meeting and Submitted by Charles K. Thomas; and Discussion Regarding Petitioner Request to be Satisfied by Separate Agreement between Petitioner HOA and Property Owner.
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, VACATING AND ABANDONING A CERTAIN MUNICIPAL RIGHT-OF-WAY WHICH CONSISTS OF THE WESTERNLY 25 FEET OF SOUTH MARINA STREET AND SELL AND CONVEY TO VERONICA GRACE AND DARRYL IVAN BROWN AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL THE NECESSARY STEPS TO EFFECTUATE SUCH VACATION AND ABANDONMENT
Recommended Action: MOVE to adopt Ordinance 2026-1935

D. **CONTINUED ITEM:** Approval of City Contract No. 2025-066A2, an Amendment to City Contract No. 2025-066 with Kimley-Horn and Associates, LLC, for Final Design Services for the Effluent & Wastewater Pipeline & SR89 Improvements Project. Funding is Budgeted & Available in the Wastewater and Street Funds, and the Final Dollar Amount will be Dependent Upon which Alternative Option is Selected by the Council.
Recommended Action: MOVE to approve City Contract No. 2025-066A2 with specified alternative #

9. 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 2/19/26 at 11:00 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:	February 24 Voting Meeting
DATE:	February 24, 2026
DEPT:	City Clerk
ITEM #:	7.A
SUBJECT:	Approval of Meeting Minutes from the February 3, 2026 Special Study Session, the February 10, 2026 Executive Session, the February 10, 2026 Study Session and the February 10, 2026 Voting Meeting.

ITEM SUMMARY

This item is for the approval of the February 3, 2026 Special Study Session, the February 10, 2026 Executive Session, the February 10, 2026 Study Session, and the February 10, 2026 Voting Meeting. Staff recommends approval of the minutes as presented.

BACKGROUND

None.

FINANCIAL IMPACT

There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve minutes as presented

ATTACHMENTS

1. February 3, 2026 Special Study Session Minutes
2. February 10, 2026 Executive Session Minutes
3. February 10, 2026 Study Session Minutes
4. February 10, 2026 Voting Meeting Minutes

City of Prescott

City Council - Special Study Session

February 3, 2026 | 1:00 PM
201 N Montezuma Street
Council Chambers, 1st Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

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

2. ROLL CALL

Cathey Rusing - Mayor
Lois Fruhwirth - Mayor Pro Tem
Mary Frederickson - Councilwoman
Ted Gambogi - Councilman
Jim Garing - Councilman
Patrick Grady - Councilman
Jay Ruby - Councilman

3. DISCUSSION

A. Presentation, Discussion & Consideration Regarding a Follow-Up to the January 20 & 21 Strategic Planning Workshop Meetings and Forecasted Meeting Schedule for 2026.

City Manager Dallin Kimble provided a presentation to the Council as a follow-up to the previous Strategic Planning Workshop meetings. This will be a summary of those discussions and a forecast of upcoming meetings based on the Council's priorities. He noted that some of the dates in the Strategic Plan go beyond the 2025-2029 dates in the title stating that it might be a good idea to update the name.

Mayor Pro Tem Fruhwirth stated that when the discussions first began it was in 2024 and a five-year strategic plan so to her it makes sense to update that based on where the Council is at now.

Councilman Gambogi commented that he doesn't necessarily like it being a five-year plan, the name should reflect the year it was done.

Councilman Grady agreed, that the name should be updated to reflect the new five year period.

Mayor Rusing concurred.

Councilwoman Frederickson stated that beginning the start date with the current year makes sense and she feels there should be an end date, she likes the five-year idea.

Councilman Ruby agreed with Councilman Gambogi. He asked if the strategic plan "ends". This sounds like an issue of semantics.

Mr. Kimble responded that it is a living document that will be edited and revised as the years go on. It is really up to the Council.

Mayor Pro Tem Fruhwirth added that the resources and capital being allocated are what makes a plan a five or ten-year plan.

Mr. Kimble continued with a discussion regarding the proposed revised values, going from "we believe in" to "we serve by".

Public Safety:
* Revision Recommendations - specify response times for "life-safety"; move cellular connectivity goal to infrastructure section; rephrase Result 2.3 to "safe traffic flow through enforcement"; move disaster response and recovery from Natural Environment to Public Safety; Result 3 rephrased "by FY30, the community will experience a sense of personal and economic safety through runway infrastructure improvements at Prescott Regional Airport that support unconstrained operations of wildland fire fighting aircraft, commercial airlines and other airport tenants"

Councilwoman Frederickson commented that the "values" section was not previously included in the Strategic Plan and added that "being nice" should not be included. It seems very kindergarten, including a value for the other items is appropriate, but this one is not.

Mr. Kimble reiterated that the values are included on all city business cards and recruitment materials. When they were adopted many years ago, it was a staff-driven initiative and the conversation has been to include it in the strategic plan.

Mayor Pro Tem Fruhwirth commented that there was some feedback regarding the milestones that were discussed and if the fiscal year included in the plan means by the beginning of that fiscal year, or the end of the fiscal year.

Mr. Kimble responded that his preference would be to include specific dates, but that would be a full rewrite and so adding in language like "by the end of FY..." or "by the beginning of FY..." would be an appropriate way to make that obvious. He added for clarification that, unless an edit is mentioned in this presentation and discussion, all sections remain the same.

Councilman Grady stated that he thinks specific dates will be more effective communication for someone reading the plan.

Councilman Gambogi added that he supports the inclusion of dates. Staff has limited time, so it is important to include dates so the general public is aware of what the Council is focusing on.

Dynamic Economy:
* Revision Recommendations - Result 1 has been completed and can be removed; amend Result 2 (now result 1) "by FY28, the city will attract 300,000 square feet of new commercial development to serve the growing number of residents in the northern part of the community"; add new Result "by FY28, implement business retention and expansion programs that keep 95% of existing businesses in Prescott, help at least four (4) significantly expand operations and promote local successes"; add new Result 3 "by FY28, the city will attract 300 jobs in aviation/aerospace, advance manufacturing, technology and/or healthcare"; rephrase Result 4.1 (now result 5.1) "by FY27, complete an airport master plan that aligns with the city's economic development strategic plan for attracting new high-paying jobs and commerce around the airport"; add the word "aerospace" to 5.2

Infrastructure:
Revision Recommendations - refocus Result 1.1 on analysis of the causes of traffic injuries/fatalities; remove Result 1.2; refocus Result 1.3 on implementation strategies that will improve pedestrian safety and access; add "capacity" to the goals of Result 3; clarify housing need is for all residents and city employees; move cellular connectivity goal from Public Safety to Infrastructure; add new Result 5 "by FY28, complete a master plan for the Rodeo/Fairgrounds at least $15.3 million in repairs or improvements, a plan for future maintenance and investment and relevant lease updates"; add new Results 7 & 8 "by FY29, complete a comprehensive water and sewer utility condition analysis and replacement plan" and "by FY30, expand the passenger terminal and terminal parking to facilitate safe and efficient movement of airline passenger volumes"

Mayor Rusing suggested adding in language regarding bicycle safety.

Councilwoman Frederickson commented that it is hard for her to envision whether it would be possible to make it safer for bicycles in the downtown corridor.

Councilman Gambogi added that there is an element of education of bicycle safety that needs to happen.

Councilman Grady stated that bicycle should be added, that is very important and is a key attraction for our tourism.

Councilman Ruby concurred, many people have wanted to have an element of integration of bicycling into plans.

Mr. Kimble will work on getting that included.

Natural Environment & Community Livability:
* Revision Recommendations - add updates to the land development code as a mechanism to accomplish Result 1; move Result 2 to Public Safety; add new Result 2 "by FY28, complete and adopt a Parks and Recreation Master Plan with a phased implementation strategy that identifies future investment priorities,

timelines and funding mechanisms for parks, trails, recreation amenities, tree canopy, open space, and other community-identified priorities"; add new Result 3 "by FY28, develop and adopt an Open Space Acquisition Framework that establishes clear criteria for evaluating potential acquisitions, ensuring decisions reflect community benefit, fiscal responsibility and a balanced investment across the Parks and Recreation system"; add new Results 4 & 5 "by FY30, expand library services for North Prescott" and "by FY30, complete restoration work at Watson, Willow and Goldwater Lakes"

Mayor Pro Tem Fruhwirth stated that she thinks "Preserving and Protecting" should still be included in the title.

Mayor Rusing concurred.

Councilman Grady also agreed and added that meaningful wildlife corridors should be included.

Mr. Kimble responded that the wildlife corridor is still included, and will add the "preserving and protecting" language back in.

Mayor Pro Tem Fruhwirth commented that she has issue with the language "balanced" because she isn't sure what the plan will be and what the expenses, etc are. She doesn't know if the city will invest more in parks or other recreational areas.

Councilwoman Frederickson stated that she doesn't see the word "balanced" meaning a 50/50 split or particular outcome but rather just considering the range of what will be in front of the Council and planning accordingly.

Mayor Rusing discussed that balanced to her means that the city isn't going to invest in parks and recreation items at the expense of other services or infrastructure.

Councilman Garing stated that the word "balanced" should be removed or the definition should be clarified.

<u>Good Governance:</u>
* Revision Recommendations — Result 1.1 has been operationalized and can be removed; add a next step to new Result 1.2 "to further increase financial transparency and accountability, by FY28, the city's budget will be results-oriented and integrated with long-term forecasting"; add new Result 2 focused on engagement including state of the city/at least four town halls per year/at least twelve public event booths/at least twelve neighborhood meetings annually; add a new Result 3 focused on regional cooperation, relationships and advocacy including active participation in conversations of regional importance (water/open space/transportation/housing/wildlife, etc)/state and federal advocacy that improves quality of life for Prescott, region and rural Arizona

Councilman Grady asked how the Town Halls are classified and who holds them, etc.

City Clerk Sarah Thornhill responded that it would likely be something similar to the way the Council requests items be placed on an Agenda, either the Mayor or two members of the Council.

Mr. Kimble agreed, it could be topic specific and inviting Q&A to determine what they would like to do. Trying to also work with HOAs in the community, staff will help to coordinate.

Mayor Rusing stated that fire awareness/preparation would be a good discussion topic for a Town Hall.

Mayor Pro Tem Fruhwirth added that items that may be placed on upcoming ballots would be appropriate for a Town Hall as well.

Mr. Kimble continued with an overview of the proposed upcoming Study Session schedule that was included in the packet and asked the Council for direction on any updates they would like to make.

Councilman Grady stated that he likes the intent on the schedule. There is a June 9 Study Session for the General Plan, but he is concerned that is getting into the November election.

Ms. Thornhill discussed that would be a progress update and staff will be seeking more direction when the Subcommittee meets in February.

City Attorney Joseph Young added that if the current version of the plan is being revamped, the notice requirements would make the November 2026 election impossible, but if the plan is slightly tweaked that would make it more reasonable.

Councilman Garing commented that much of the Strategic Plan goals will have an implication on staff time and budget and asked staff to address that.

Mr. Kimble responded that if the Council approves the Strategic Plan, budgets will be structured around those goals. To the extent possible, those are prioritized and discussed during the budget process and if there are going to be issues with funding staff will let the Council know that.

Councilman Ruby asked if there was a date set for the Council to go down to the legislature.

Mayor Rusing commented that she, the Mayor Pro Tem and the City Manager just went down to the legislature. It is important to get down there as early as possible to focus in on those topics.

Mr. Kimble added that last session the city was present on multiple dates and so there will be an opportunity to do that this year as well. If there are particular bills that the Council would like to testify and advocate for or against those are also important opportunities when it makes sense to do so.

Mayor Pro Tem Fruhwirth commented that she would like to see quarterly budget updates, and she would like to have more focused conversation and closer together.

Finance Director Lars Johnson commented that the schedule was tweaked a bit based on direction, but revisions can be made to those if that is what the council would like to do.

Ms. Thornhill reviewed previous year's Budget Workshop schedules and why the schedule was put together for the proposed Study Session schedules this year.

Mr. Kimble added that there has been feedback on both sides that it is too much information at one time and want it spread out over several meetings. Staff is trying to determine where the best balance is. Could take the April and May meeting and combine into a longer session and then do topics in advance or not do them in advance based on the discretion of the Council.

Councilman Grady stated that he likes the version of the mid-year report and feels it will be helpful to get some background information.

Councilman Ruby agreed, he likes a mid-year but also a longer, more in-depth discussion.

Mayor Rusing added that having 2 on 2 meetings would be helpful as well.

Mr. Kimble commented that revisions will be made to the schedule based on this feedback. He added that there is a quarterly update built in for November.

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

Recess at 2:31 p.m., reconvene at 2:43 p.m.

B. Presentation & Discussion Regarding Debt Funding Options for Utility Projects Identified in the 2024 Rate Study.

Finance Director Lars Johnson provided a presentation to the Council regarding debt funding related to utility projects. He stated that he will provide an overview of existing debt and future needs and Kurt Freund from RBC to discuss other funding opportunities.

Background:
* City completes a full rate and impact fee study every five years
* Studies include 10-year capital planning
* Latest water and wastewater rate study completed in 2024
* 4-year rates were adopted by Council on May 28, 2024 with changes effective - July 1, 2024, Jan. 1, 2026, Jan. 1 ,2027, Jan. 1, 2028 and Jan. 1, 2029
* When these are evaluated so are impact fees, and impact fee increases were adopted at the same time
* Rates and impact fees contribute to the capital plan (wastewater is approximately 1/3 is funded by impact fees and water is approximately 20%)

Water Rate Changes:
* FY24-25 - 13%
* FY25-26 - 11%
* FY26-27; FY27-28; FY28-29 - 2%

Wastewater Rate Changes:
* FY24-25 - 18%
* FY25-26 - 17%
* FY26-27 - 8%
* FY27-28 - 7%
* FY28-29 - 4%

Utility Debt Considerations:
* Debt increases total project cost due to interest paid over time
* However - enables delivery of large-scale projects with 30-50 year useful lives, provides rate stability by smoothing impacts to current ratepayers, requires sufficient revenue and debt service coverage to maintain financial strength, and promotes equity with customers paying for projects over the life they are used

Current Utility Debt:
Historically, the city has utilized mostly Water Infrastructure Finance Authority (WIFA) loans for large utility infrastructure projects
* Currently holding 13 different loans
* Total balance $98,832,313 as of June 30, 2025
* Term of loans ranges from 20-30 years
* One revenue bond - the Big Chino Water Ranch purchase recently refunded in October 2024 with a balance of $5,325,000 as of June 30, 2025

Future Debt:
* Rate study process includes an evaluation on what projects are possibly debt funded versus cash (pay-go) funded
* The 2024 rate study includes projects through FY34 with current estimates as follows
    - Water $142 million total with $27 million debt funded
    - Wastewater $230 million with $192 million debt funded
* The debt term assumed in the rate study was 25-years
* WIFA's program is now unable to fund our projects longer than a 20-year term
* Proposal for future debt is as follows
    - Water $27 million to continue with WIFA where 20-year terms are acceptable and may include forgivable principal
    - Wastewater $192 million pursue revenue bonds as the option given 25+ year financing terms to keep rates at previously adopted levels
    - For both plan to analyze cost-benefit of a WIFA loan versus revenue bonds for most cost-effective approach
* Analysis of the funding options will be presented by RBC Capital Markets

RBC Capital Markets Managing Director Kurt Freund continued the discussion and reviewed the makeup of WIFA which is a state agency, their governing board follows federal law and sets their own terms. Their typical approach is that

they like to keep their terms shorter, only get forgiveness on projects that are less than $4 million unless it is for a drinking water project. RBC provides assistance and guidance to municipalities for revenue bonds. The city in conjunction with RBC considered options for undertaking debt financing for the capital program to determine best approach.

Options Include:
* General obligation bonds
* Excise tax revenue obligations
* Wastewater revenue obligations - issued directly to the city, borrowed from WIFA via a loan

Factors to Consider:
* Affordability of debt program for city and its ratepayers impacted by - project cost differentials, borrowing costs (interest/issuance costs) and repayment terms (longer the term, the lower the annual cost)
* Impact of WIFA program requirements and limitations on - repayment term of debt, cost of project, staff time/effort, inability to refinance debt borrowed and restricted to borrowing on a project basis as opposed to a cash flow basis

General Obligation Bonds:
* Lowest cost of borrowing
* Requires voter approval
* Secured by property taxes
* May be payable from property taxes or other city funds, including wastewater revenue
* Any financing and repayment term is allowable

Excise Tax Revenue Obligations:
* Does not require voter approval
* Secured by city excise taxes (sales taxes, sate shared revenue, fines and fees, etc.)
* May be payable from city excise tax revenues or net wastewater revenues
* Would impact city's ability to fund other capital needs finances from excise tax obligations
* Any financing and repayment term is allowable

Wastewater Revenue Obligations:
* Doesn't require voter approval
* Secured by and payable from net revenues of wastewater system
* Any financing and repayment term is allowed

Wastewater Revenue Obligations via WIFA Loan:
* Doesn't require voter approval
* Secured by and payable from net revenues of the wastewater system
* Financing term limited to no more than 20-years which impacts rates required to serve debt and meet capital needs
* No ability to refinance the debt
* Loans are made on a project basis as opposed to cash flow basis

Mayor Pro Tem Fruhwirth commented that she has heard very negative feed back about a revenue bond, and asked what the downside is to utilizing the wastewater revenue obligation option that is being recommended.

Mr. Freund responded that the larger downside is not doing it, delaying projects and shortening the timeframe is more of a downside than an obligation. This is the most responsible way to pay for it. He continued with an in-depth analysis for each of the funding options.

Conclusions:
* Issuance of revenue bonds is a commonly used financing approach - issuance similar to excise tax revenue bonds that city has issued in the past, requires Council adoption of an Authorizing Resolution, financing period start to finish is 3-4 months, would look to finance cash flow needs of projects over an 18-24 month period to minimize number of issuance, staff time and issuance costs
* RBC's analysis of financial plan in rate study, including issuance of 25-year bonds, confirms plan is feasible and viable
* Financing term of 25 years or longer will require the city to issue wastewater revenue bonds to finance the needed capital infrastructure - WIFA generally does not finance projects for more than 20 years unless cost of $50 million or more; WIFA finances on a project-by-project basis; the cost differential between a WIFA loan and city revenue bonds of the same duration is not significant when taking all factors into consideration

Mayor Rusing commented on the need to have the city's infrastructure keep up with it's growth, she asked legal to address the Charter provision related to spending and if it would trigger the need for a vote. She also asked if there is a way to consolidate some of this with a water/sewer reimbursement district in north Prescott to offset funding.

City Attorney Joseph Young responded that he does not believe it will, financing mechanism is irrelevant to how Prop401 works. A full analysis will be brought back to the Council however, regarding the projects and what is exempt from those provisions.

Mr. Johnson responded that part of the DIF study is looking at ensuring that impact fees cover fees and infrastructure.

City Manager Dallin Kimble added that districts are just another way to create new taxes and get around issues like Prop13, which creates different revenue streams for each type of service. The impact fee is the way the City of Prescott addresses new development. Adding a district is done because you don't have the revenue to cover the costs.

Councilman Ruby asked if it is possible to use a WIFA loan and a bond at the same time for the same project.

Mr. Freund responded that you can use different funding sources, but would likely not do it on a project by project basis and would not want to have too many different debt issues.

Mayor Rusing asked about interest rates.

Mr. Freund responded that the lowest possible interest rate would be in the sub-4% range, depending on when the debt is issued. WIFA loans are set based on what interest rates are at any given time and are a percentage based on any other borrowing interest rate.

Councilman Grady asked to get information on the proposed projects through FY34, and added that the legislature is looking at financing and asked if that will have an impact on the city going out and getting funding.

Mr. Freund responded that he isn't sure if the TIF legislation will pass or not, but regardless, it wouldn't really apply in these scenarios. What Prescott has done and continues to do is put in facilities that will benefit the entire city and not just one portion of it.

Mayor Pro Tem Fruhwirth commented that following the rate study in 2024, she had asked about alternatives for smoothing out increases and things couldn't continue to be pushed. In the Strategic Plan regarding infrastructure, taking a look at all the city's sewer and water pipes so in light of that, she thinks it would be good to see more details regarding the included projects and requested that it be clearer where the lines are/etc.

Mr. Johnson added that funding and projects will be available in detail as part of the budget process. Next Council action anticipated on this will be when the next big project is bid on. There will be a bid alternatives component related to funding for the project (likely in April or May).

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

4. ADJOURNMENT

There being no further business to discuss, Mayor Rusing adjourned the meeting at 3:48 p.m.

_____
CATHEY RUSING, 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 February 3, 2026. 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 - Executive Session Meeting

February 10, 2026 | 9:00 AM
201 N Montezuma Street
Executive Conference Room
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

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

2. ROLL CALL

Cathey Rusing - Mayor
Lois Fruhwirth - Mayor Pro Tem
Mary Frederickson - Councilwoman
Ted Gambogi - Councilman
Jim Garing - Councilman
Patrick Grady - Councilman
Jay Ruby - Councilman

3. CALL TO ENTER EXECUTIVE SESSION

MOTION BY MAYOR PRO TEM FRUHWIRTH TO CONVENE EXECUTIVE SESSION; SECONDED BY COUNCILMAN GRADY: PASSED (6 - 1) COUNCILMAN GAMBOGI DISSENTING

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, February 10, 2026, 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 the IGA for Mutual Aid in Law Enforcement, 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 Rusing adjourned the meeting at 10:21 a.m.

CATHEY RUSING, 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 February 10, 2026. 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

February 10, 2026 | 1:00 PM
201 N Montezuma Street
City Council Chambers, 1st Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Rusing called the meeting to order at 1:03 p.m.

2. ROLL CALL

Cathey Rusing - Mayor
Lois Fruhwirth - Mayor Pro Tem
Mary Frederickson - Councilwoman
Ted Gambogi - Councilman
Jim Garing - Councilman (Excused)
Patrick Grady - Councilman
Jay Ruby - Councilman

3. DISCUSSION

A. Presentation & Discussion Regarding the City of Prescott Special Events Funding Policy.

Deputy City Manager Michael Morris provided a presentation regarding the proposed Special Events Funding Policy.

Purpose:
* Provide a straightforward, accountable process for funding events and enable the city to manage public resources and events in a cost-effective and well-coordinated way

Event Tiers:
* Tier A (City Marketing Sponsorship Events) - generally more than 5,000 attendees, with street closures, amplified sound and significant services
* Tier B - generally have a moderate community impact, more than 500 attendees and some services needed
* Tier C (TAC Grant Events) - minimal community impact and has little or no need for city services

Sponsorship Categories:
* City Events - funded through the General Fund
* City Marketing Sponsorship - uses tourism funding to build brand
* TAC Grants - current process using Tourism funds to support events not reaching the City Marketing threshold

City Events:
* Hosted, coordinated or contracted by the city for benefit of the community (4th

of July and Veterans Day Parade)
* Community events budgeted in the Operating Budget and not eligible for Tourism funding

City Marketing Sponsorship Events:
* Coordinated by non-city government entity
* Generates at least $100,000 in tourism and sales tax
* Has at least 5,000 visiting attendees from outside Prescott (90 miles or more)
* Has marketing reach of at least one million impressions
* Qualifying Events - Christmas City Events, Whiskey Off-Road, and Prescott Rodeo
* Funding Formula - receive funding equivalent of 50% of taxes generated up to a maximum of $80,000/year; based on Economic Impact Study split 50/50 between city and event organizer; in-kind city services up to $40,000; requires a five-year agreement approved by City Council; requires a post event report

Mayor Pro Tem Fruhwirth commented that the taxes generated should be city specific and she would also like to see clarification in the Policy that the Economic Impact Study is to be done by a specific contractor.

Mr. Morris responded that it is specifically stated in the Policy.

Councilwoman Frederickson asked when the Economic Impact Study would be done.

Mr. Morris responded that they have already been done for Christmas City, Rodeo and Whiskey Off Road will be utilized for the new fiscal year contracts. That amount is for a five-year period and then in the 4th year of a five year contract the study is updated in order to determine whether the agreement is renewed.

Impacts:
* Christmas City - currently $65,000 plus $40,000 in-kind services (likely increase in funding of $12,000-$15,000)
* Whiskey Off-Road - currently $70,000 plus $40,000 in-kind services (likely stay about the same)
* Rodeo - currently $40,000 (likely increase $15,000-$20,000)

TAC Grants:
* Event coordinated by a non-city government entity
* Eligible for Tourism Tax funding
* Required to go through TAC application process for a recommendation prior to Council approval
* Grants range from $1,000-$5,000
* Require a post event report
* Not impacted by updates to this policy

Mayor Pro Tem Fruhwirth commented that language stating anything over $40,000 in in-kind services would have to be paid by the event organizer.

Requirements of All Events:
* Permit application process
* Contracts required
* Reporting
* Evaluation

Mayor Pro Tem Fruhwirth asked for clarification on Tier B. She doesn't feel it is specifically outlined in the policy.

Community Outreach Director John Heiney responded that it would be a smaller event, something in between A and C but doesn't meet all requirements for Tier A.

Councilman Ruby reiterated that the way the events are defined is important. He suggested using terminology like "Signature Events", "Emerging Events" and "Developing or Evolving Events"; and wants "cultivate events..." in the definition of the policy rather than managing events.

Mayor Rusing asked about the County Fair. She feels that it is an event that should be supported.

Mr. Morris responded that they have applied and received TAC grant funds in the past, but did not this past year.

City Manager Dallin Kimble added that Signature Events are looked at as events that are anchors for the city brand/pillars of the community's identity. Events that go through the TAC process are "emerging" and trying to get an event to work, serving locals and some visitors. So something for Council to consider is whether they want to provide funding for events as they grow and then to a point where they are doing it on their own.

Council discussion regarding making sure that language in the Policy is very specific and clear related to Signature Events, etc.

Mr. Morris responded that staff will work on the discussed updates and return with a finalized Policy for future Council approval.

Next Steps:
* Adoption of a Policy
* Finish conducting Economic Impact Studies for three signature events
* Apply funding formula and prepare new 5-year agreements for Council approval
* TAC Grants will continue as they have

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

4. ADJOURNMENT

There being no further business to discuss, Mayor Rusing adjourned the meeting at 1:37 p.m.

CATHEY RUSING, 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 February 10, 2026. 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

February 10, 2026 | 3:00 PM
201 N Montezuma Street
City Council Chambers, 1st Floor
Prescott, AZ 86301

MINUTES

1. CALL TO ORDER

Mayor Rusing called the meeting to order at 3:01 p.m.

2. ROLL CALL

Cathey Rusing - Mayor
Lois Fruhwirth - Mayor Pro Tem
Mary Frederickson - Councilwoman
Ted Gambogi - Councilman
Jim Garing - Councilman (Excused)
Patrick Grady - Councilman
Jay Ruby - Councilman

3. INTRODUCTIONS / ANNOUNCEMENTS

Mayor Pro Tem Fruhwirth welcomed the former Council members who are present in the Chambers. She added that long-term water planning plays an important role in supporting Prescott's economy and quality of life, and with that in mind, the city's newest information sheet, 2024 Baseline: Conservation, is now available and highlights how residents and the city work together to conserve our local water supplies. Residents can learn more and explore additional water planning resources at prescott-az.gov and participateprescott.com. With conservation and cost savings in mind, she reminded residents that they may receive their city utility bills via email instead of through the mail. Instructions on how to sign up for paperless billing are available on the city's website and will also be included in the memo for Item 9.E. on today's agenda. Going paperless is a convenient way to stay up to date and reduce paper waste.

Mayor Pro Tem Fruhwirth continued with a review of upcoming city events. She announced that the Prescott Public Library invites families to a special Read Me A Story: Live Author Storytime on Saturday, February 28 at 11:00 a.m. Local children's authors and illustrators will share stories, followed by crafts, themed snacks, and book signings. This free event is designed for children ages 3 to 12, with registration available online, at the Youth Desk, or by phone. The city will host a Household Hazardous Waste Collection Event for residential trash customers from March 2 through March 27, 2026. Pre-registration is required for this curbside pickup service, and all qualifying residents must register online. Accepted items include household chemicals, batteries, paints, and other hazardous materials. More information, including how to check eligible items, is available at PrescottRecycles.com.

4. INVOCATION - Pastor Andrew Wilkinson with Restoration Church

5. PLEDGE OF ALLEGIANCE - Councilman Gambogi

6. PROCLAMATIONS

A. Celebrating the America 250 Committee & Recognizing Ceremonial Events in the City of Prescott
Mayor Rusing presented the Proclamation.

B. Support Your Local Food Bank Day
Councilman Grady presented the Proclamation.

7. OPEN CALL TO THE PUBLIC

A. Cynthia Wagner addressed the Council regarding recent peaceful demonstrations on the square and potential restrictions on lawful public assembly. The recent gathering was local residents, not outside agitators to peacefully gather and express their views. She understands there have been concerns regarding noise, business impacts and alleged busing in of people and expressed her opinion that these gatherings foster a strong sense of community and bring people into our downtown area. Any effort to restrict these rights would be in violation of the constitution, the city should engage in open dialogue with the community to ensure that these things continue on appropriately.

B. Maria Lynam addressed the Council regarding a letter she recently sent to the Council and read. She discussed the constitutional provisions that allow peaceful protest, inhibiting this right would be a violation of citizens rights. She thanked the city attorney and police department for their dedication to work with the citizens and community.

C. Harper Ava Arias addressed the Council stating that she feels the values of the Prescott community is slipping away. There has been harmful behavior to transgender and non-binary citizens that goes unaddressed here. Requested safety, dignity and accountability for all citizens.

D. Beth Ackermann addressed the Council regarding funding sources for land purchases at the airport for water infrastructure projects, and whether city or grant money was used.

E. Truly Bracken addressed the Council regarding the lease amendment that was included in the published packet on Thursday, she requested a Study Session for future discussions on the lease agreement and amendment.

8. CONSENT AGENDA

MOTION BY COUNCILMAN GAMBOGI TO APPROVE CONSENT AGENDA ITEMS 8.A. THROUGH 8.G., EXCLUDING ITEMS 8.B. AND 8.G.; SECONDED BY MAYOR RUSING: PASSED (6 - 0)

A. Approval of Meeting Minutes from the January 20, 2026 Council Strategic Planning Workshop, the January 21, 2026 Council Strategic Planning Workshop,

the January 27, 2026 Executive Session, the January 27, 2026 Study Session, and the January 27, 2026 Voting Meeting.

B. Approval of City Contract No. 2026-064 with Granicus LLC for Website Hosting & Other Services for Experience Prescott. Funding is Budgeted & Available Through Transient Occupancy (Bed) Tax Funds.

Councilwoman Frederickson pulled the Item for further discussion and commented that the invoice attached to the contract has a different number for the cost of services being provided than what is in the contract. She asked staff to address this.

Community Outreach Director John Heiney responded and commented that the contract structure allowed for certain credits to be applied, and service hour credits were applied. These credits were listed in the invoice because they were part of the original proposal.

MOTION BY COUNCILWOMAN FREDERICKSON TO APPROVE CITY CONTRACT NO. 2026-064; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (6 - 0)

C. Adoption of Resolution No. 2026-1973 Approving City Contract No. 2026-153, an Intergovernmental Agreement (IGA) Between the City of Prescott and the Yavapai Prescott Indian Tribe for Law Enforcement Services.

D. Approval of City Contract No. 2026-170 for a Vehicle Loan Agreement Between Prescott Fire Department and Prescott Firefighter's Charities.

E. Approval of City Contract No. 2026-163 with DATAMATX for Utility Billing Printing & Mailing using Hanover County Contract #26-14-3308 in the Annual Approximate Amount of $35,000 for Printing Costs and $144,000 for Postage Costs. Funding is Available in the Finance Department Budget.

F. Approval of City Contract No. 2023-094A2, an Amendment to City Contract No. 2023-094 with Empire Southwest, LLC, to Add Funds in the Amount of $195,000.00 for City-Wide Generator Maintenance & Repair.

G. Approval for the Community Development Department to Accept Federal Historic Preservation Fund Certified Local Government (CLG) Pass Through Grant from Arizona State Historic Preservation Office (SHPO) for Funding from Federal Fiscal Year 2025.

Mayor Pro Tem Fruhwirth pulled this item from the Consent Agenda for further discussion. She stated that staff is working on a Historic Preservation Master Plan and this grant will help in that.

Planning Manager Alex Bramlette confirmed and added that this will be discussed further at the February 24 Study Session. A consultant will review the plan in its totality and then the LDC, ordinances, etc will be updated.

MOTION BY MAYOR PRO TEM FRUHWIRTH TO APPROVE GRANT ACCEPTANCE; SECONDED BY COUNCILMAN GRADY: PASSED (6 - 0)

9. LIQUOR LICENSE

A. Public Hearing and Consideration for a New Series 10 Beer and Wine Store Liquor License Application from Ajayadeep Singh, Applicant, for ARCO AMPM. Location: 286 Walker Road.

MOTION BY MAYOR RUSING TO CLOSE THE PUBLIC HEARING; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (6 - 0)

MOTION BY MAYOR RUSING TO APPROVE ITEM 9.A.; SECONDED BY MAYOR PRO TEM FRUHWIRTH: PASSED (6 - 0)

10. REGULAR AGENDA

A. Adoption of Four (4) Ordinances & Seven (7) Resolutions Updating Language Related to City of Prescott Boards, Committees and Commissions as Follows: 1) Ordinance No. 2026-1930 (Board of Adjustment); 2) Ordinance No. 2026-1931 (Planning & Zoning Commission); 3) Ordinance No. 2026-1932 (Prescott Preservation Commission) 4) Ordinance No. 2026-1933 (Standing Committees); 5) Resolution No. 2026-1966 (BCC Master); 6) Resolution No. 2026-1967 (Airport Advisory Committee); 7) Resolution No. 2026-1968 (CDBG Citizens Advisory Committee); 8) Resolution No. 2026-1969 (Civic Enhancemnt Committee); 9) Resolution No. 2026-1970 (Pedestrian, Bicycle & Traffic Advisory Committee); 10) Resolution No. 2026-1971 (Tourism Advisory Committee); 11) Resolution No 2026-1972 (Workforce Housing Committee).

City Clerk Sarah Thornhill provided a presentation to the Council regarding the proposed updates for City Boards, Commissions and Committees (BCCs). She stated that this item is an administrative cleanup that will do the following:
* Ensure consistent language used in all BCC's in accordance with the Master BCC resolution and applicable code section for standing committees (1-13)
* Align all BCC terms to end in March to facilitate one annual recruitment for expiring terms (some BCC terms expire in different months at this time)
* Updated attendance language (absent more than 3 meetings in a 12-month period)
* Provide more autonomy for BCC's in allowing them to nominate and elect Chair/Vice-Chair in April of each year by vote of their own membership (currently there are several BCCs that select their own Chair and Vice-Chair and some that do not, this will provide consistency) (of 42 municipalities that responded to an inquiry from the City Clerk's Office all but one follow this same standard)
* Language added to address mid-year vacancies
* Establishes the date for the Annual OML Training taking place in April
* Rescinds and repeals old resolutions and ordinances with this update

She added that during review of the packet materials Section VI of the TAC Resolution was called out because the language would indicate that the Council liaison is a voting member which is not allowed, so staff will update that section to read "...and one (1) member of the general public" to avoid this issue.

Mayor Rusing thanked staff for working on this, she thinks the term ends and beginnings is a good item to clarifiy. She also asked if staff could include a disclaimer somewhere that city BCCs are non-partisan.

Ms. Thornhill confirmed that information can be added to the website and on the applications.

Councilman Gambogi commented that this is a great improvement.

Mayor Pro Tem Fruhwirth stated that she liked the cleanup on these items, and asked about the staggered terms. She also asked about the Chair and Vice Chair, stating that she is concerned regarding those appointments being handled by the members of the BCCs.

Ms. Thornhill responded that some of the Boards are already appointing their own Chair and Vice Chair, so this change will add consistency for all groups and bring the city into alignment with most other municipalities in Arizona.

Councilwoman Frederickson commented that the responsibilities didn't align with her experience in five years on the Board of Adjustment, Article A Chapter 1-7-4. She suggested there be language that would allow a person to understand what they would be applying for and what they would look at.

Community Development Director Chelsea Walton addressed "special exemptions" which is a term included in the LDC. The intent of the cleanup isn't to speak to what is most common, but this can be addressed in future amendments.

Mayor Rusing commented that it would be appropriate to have language out for responsibilities.

Ms. Thornhill added that these details could also be included on the BCC landing pages for applicants.

City Attorney Joseph Young responded that the Chair could be removed by the Committee if they wanted to do so.

Councilwoman Frederickson stated that she is uncomfortable regarding the attachment for the BOA being silent on their duties where the P&Z is more specific.

Councilman Ruby commented that staff had done a wonderful job in standardizing the language and moving Prescott into the 21st Century.

Member of the public Stacey Brown addressed the Council and stated that she thinks these changes are wonderful. She feels all local land use decisions should be the Council's decision and not with BCCs, more clearly defining what the expectations of the city versus the BCCs are.

Mr. Young stated that the attachments to all of these Ordinances and Resolutions were included on the previous documents, the BOA kept having more responsibilities added to it that are directly through code. The changes are only to the aspects discussed and this could come back.

MOTION BY MAYOR RUSING TO ADOPT ALL ORDINANCES & RESOLUTIONS WITH THE NOTED REVISION TO RESOLUTION NO. 2026-1971; SECONDED BY COUNCILMEMBER RUBY: PASSED (6 - 0)

B. Adoption of Resolution No. 2026-1975 Establishing the Charter Review Committee as a Standing Committee.

City Clerk Sarah Thornhill introduced the item and stated that it was requested by two members of the Council.

Councilman Ruby commented that the BCCs should be able to bring forward their ideas to the whole Council, this Committee should be able to continue on even beyond the term of the Mayor because the Charter is a living document that can be looked at regularly.

Councilman Gambogi stated that the city elected a Mayor not a monarch and this Committee should continue. The previous group got twelve of thirteen amendments passed.

Mayor Rusing commented that the Charter doesn't need to be worked on year round.

City Attorney Joseph Young stated that Mayoral Ad Hocs are allowed for in the Charter and run with the term of the Mayor and do not go in perpetuity.

Mayor Pro Tem Fruhwirth stated that the Charter is a constitution and this group does not need to be a Standing Committee. The Mayor has a two-year term to do what they promised the voters they would get done.

Councilwoman Frederickson commented that it seems to her that the concern is less with the duration of the committee versus what comes before the Council for consideration, the desire is to have their recommendations come to the Council and the Council determine whether they become a ballot measure or not.

Mr. Young stated that the term and purposes are limited to what the Mayor sees fit. If the Council wants to bypass the Mayor and the nature of the Committee they could do that, they can do so and this is the means by which the Council would do that.

Councilman Grady commented that he likes the independence that goes with a Standing Committee and will allow greater opportunity for the whole Council to review the recommendations, it will have the life that the council determines it should.

Councilman Gambogi added that the current committee should roll over into the Standing Committee, they can determine how often and how frequently they meet.

Councilman Ruby commented that a good reason for this Committee is the state legislature passing legislation that doesn't allow the city to have agency over land use items. This Standing Committee could be looking at those types of things to help protect the city's interest.

Member of the public Stacey Brown commented that the Charter is the Constitution for the city and the fact that it hasn't been amended in a long time is part of the problem with the division in this country.

MOTION BY COUNCILMAN GAMBOGI TO ADOPT RESOLUTION NO. 2026-1975; SECONDED BY COUNCILMEMBER RUBY: PASSED (4 - 2) MAYOR RUSING AND MAYOR PRO TEM FRUHWIRTH DISSENTING

C. Approval of City Contract No. 2025-066A2, an Amendment to City Contract No. 2025-066 with Kimley-Horn and Associates, LLC, for Final Design Services for the Effluent & Wastewater Pipeline & SR89 Improvements Project. Funding is Budgeted & Available in the Wastewater and Street Funds, and the Final Dollar Amount will be Dependent Upon which Alternative Option is Selected by the Council.

Public Works Director Gwen Rowitsch provided a presentation to the Council regarding the Effluent and Wastewater Pipeline & SR89 Improvements Project which has been discussed with three Councils to date.

Improtant Dates:
* Study Session - June 27, 2023
* Public Survey - June through Nov. 2023
* Open House - Sept. 6, 2023
* Open House - Oct. 4, 2023
* Study Session - Dec. 12, 2023
* Adoption of Resolution No. 2024-1876 - Feb. 13, 2024
* Request for Statement of Qualifications - March through July 2024
* Council Approval of Kimley-Horn 15% Design Contract - Nov. 19, 2024
* Design Ranking Advisory Group (DRAG) - 3 Meetings Feb. through March 2025
* Study Session - April 8, 2025
* Study Session - July 8, 2025
* Comment Period - July through Oct. 2025
* Public Hearing #1 - Aug. 26, 2025
* Public Hearing #2 - Oct. 1, 2025

Roadway Alternatives:
* Improve sight lines
* Right-out only within 1,500 feet of existing turnaround
* Taper extension at Southbound Phippen roundabout
* Frontage road with acceleration lane north of Willow Lake roundabout
* Willow Lake roundabout southbound approach realignment
* Consolidate access points (driveways and medians)
* No intersecting streets within the narrows

Required Safety Improvements:
* Improve sight lines
* Right-out only within 1,500 feet of existing turnaround
* Taper extension at Southbound Phippen roundabout
* Frontage road with acceleration lane north of Willow Lake roundabout
* Willow Lake roundabout southbound approach realignment (this was the first roundabout built in Prescott)
* Consolidate access points (driveways and medians); there are no intersecting streets within the narrows

Mayor Pro Tem Fruhwirth asked about walls being placed in front of the rocks.

Capital Program Manager Tim Sherwood responded that he saw that same post on Facebook last night, and he clarified that there is a retaining wall identified in the proposal. They will be off the Old Hwy89 exit which cannot be widened or improved without encroaching onto the adjacent properties. This will address that issue and will not be visible from the roadway. The mobile home park is significantly lower than the roadway, so this is the best and safest option.

Alternative 2 - Non-Widening Options:
* Alternative 2A (Ranked #14)
    - $25,030,524
    - Single roundabout within the corridor
    - Right-outs within 1,500 feet of the new roundabout
* Alternative 2B (Ranked #10)
    - $25,241,372
    - Two roundabouts within the corridor
    - Right-outs within 1,500 feet of new roundabout
* Alternative 2C (Ranked #15)
    - $24,848,476
    - Acceleration lane at Lillian Lane
    - "Michigan" left and p-turn between Calvary and Twisted Trail (no trucks/trailers)
    - Acceleration lane near Old Hwy 89A
    - Right-outs within 1500 feet of turnaround

Mayor Rusing asked about full closure of the road without widening versus the option to have a lane open.

Ms. Rowitsch responded that these discussions regarding full closure can certainly continue, however, she had Mr. Sherwood review a to-scale model highlighting equipment, trenching, and safety barriers which leaves 14'4" width at most from the edge of the barrier. Essentially, every square inch of space in the corridor, considering the width of vehicles and equipment in the areas it would be unsafe to have the road open.

Councilman Grady asked what the dimensions would be on the 'MichiganLeft" and how that would work.

Kimley-Horn Engineer Andrew Baird responded that the dimensions would be

determined in the final design, but stated that it would allow for a truck with a trailer to move through. There is space within city right-of-way, and would reduce the need to go up to the Phippen roundabout.

Mayor Pro Tem Fruhwirth asked if this would fix the issue with not being able to turn left out of the flume trail.

Mr. Baird confirmed.

Councilman Grady asked how much the roundabouts cost based on the cost difference between Alternatives 2A and 2B.

Mr. Baird responded that additional pavement and curb is the additional cost in Alternative 2A.

Councilman Gambogi commented on his concern with accelerating and decelerating in Alternative 2C.

Mr. Baird agreed and stated that is why it is ranked #15; it will work, but it isn't ideal.

<u>Alternatives 3B and 5B - Widening Options:</u>
* Alternative 3B (Ranked #1)
    - $36.69 million
    - 5-lane widening between Phippen Trail roundabout and Willow Lake Road roundabout
    - Two 2-lane roundabouts within the corridor
    - Right-outs within 1500 feet of roundabouts
* Alternative 5B (Ranked #2)
    - $35.5 million
    - 5-lane widening between Phippen Trail roundabout and Boulder Creek Lane
    - 4-lane widening between Boulder Creek Lane and Twisted Trail with barrier (in narrows)
    - 5-lane widening between Twisted Trail and Willow Lake roundabout
    - Two 2-lane roundabouts within corridor
    - Right-outs within 1,500 feet of roundabout

<u>Funding Options:</u>
* Alternative 2A - total construction estimate $25.03 million
    - Wastewater: $12.41 million
    - Roadway: $12.62 million
* Alternative 2B - total construction estimate $25.24 million
    - Wastewater: $12.41 million
    - Roadway: $12.83 million
* Alternative 2C - total construction estimate $24.85 million
    - Wastewater: $12.41 million
    - Roadway: $12.44 million
* Alternative 3B - total construction estimate $36.69 million
    - Wastewater: $11.74 million

- Roadway: $24.95 million
* Alternative 5B - total construction estimate $35.55 million
    - Wastewater: $11.83 million
    - Roadway: $23.75 million

Funding Sources:
* Wastewater Rates
    - Alternative 2A $18.91 million
    - Alternative 2B $18.79 million
    - Alternative 2C $18.87 million
    - Alternative 3B $17.45 million
    - Alternative 5B $17.2 million
* Wastewater Impact Fee
    - Alternative 2A $4.73 million
    - Alternative 2B $4.74 million
    - Alternative 2C $4.72 million
    - Alternative 3B $4.36 million
    - Alternative 5B $4.29 million
* Street 1% Sales Tax
    - Alternative 2A $1.39 million
    - Alternative2B $1.53 million
    - Alternative 2C $1.26 million
    - Alternative 3B $10.42 million
    - Alternative 5B $9.84 million
* Street Impact Fees
    - Alternative 2A $0
    - Alternative 2B $0
    - Alternative 2C $0
    - Alternative 3B $4.64 million
    - Alternative 5B $4.22 million

Mayor Rusing commented that she finds it hard to believe that Alternatives 3B and 5B are not that much more costly than the alternatives. She also asked about the contract amendments.

Ms. Rowitsch responded that the narrowest portion of the road is significantly less than the rest of the roadway, so the calculations provided by the Mayor are off just a bit and that is why the differential in cost is not more significant.

Mr. Baird responded that the total rock removal is 21,000 cubic yards of rock. Kimley-Horn built in a cushion for the estimated amount provided by the rock expert (the removal totals include native rock and previously disturbed rock), and added that this contract amendment will take the design to 100% in the end with milestones built in, which is typical.

Mayor Pro Tem Fruhwirth asked about funding assistance from CYMPO.

Ms. Rowitsch responded that there are two City of Prescott projects at the top of their funding request list, one of which is SR89 widening, and if approved by ADOT it will come to the city for this project.

Mayor Rusing asked about funding from the County.

Ms. Rowitsch stated that they are waiting for the Council to make a decision to determine which option they want.

Construction Constraints:
* Alternatives with non-widening (2A, 2B and 2C)
    - 12-14 months with full closure of narrows for 3.5- 5 months
* Alternatives with widening (3B or 5B)
    - 18 months with single lane likely through construciton/possibility of two-way traffic possible throughout most of construction
* Do not typically recommend night work when there are residents involved, so would need to have more conversation about night work before a decision is made on that; there is also additional cost associated with that and it is not as productive as day work.

Ms. Rowitsch stated that the item is approval of the design contract and selection of the design alternative which will determine the cost of the contract:
* Alternative 2A - $2,073,141
* Alternative 2B - $2,112,611
* Alternative 2C - $2,033,131
* Alternative 3B - $2,472,448
* Alternative 5B - $2,463,848

This is a wastewater improvement project that must be done, but a determination has to be made on the road as well in order to move forward.

Mayor Rusing stated that she thinks the item should be tabled until Councilman Garing can participate in the meeting.

Councilman Ruby stated that he appreciates all the work done by staff and the information provided, but he feels there are options missing, like potentially moving the pipeline under the Peavine Trail.

Councilwoman Frederickson commented that the Council should vote on this tonight.

Mayor Pro Tem Fruhwirth stated that she has been struggling to try and explain the total economic impact to the public. She is struggling with what portions of the community wants. Costs are rising and that is reality. There is no choice but to invest in this system and there are legal obligations.

Councilman Grady agreed that this is a difficult process, and he doesn't know how to put out costs on protecting this iconic piece of the Prescott community and he is concerned with the financial costs. Mr. Garing should be here to have a say.

Councilman Gambogi commented that staff are the subject-matter experts on this project. He asked staff to address past issues with the pipes, and for

clarification that if the Council were to choose the non-widening option when would the project be done and when would the future widening of the road need to be done. From his perspective, it is more prudent to widen now.

Ms. Rowitsch stated that there have been several issues, but last December there was a catastrophic failure which also impacted the roadway and there was a full closure for 10 days. There were significant impacts to traffic, particularly on Willow Creek Road because of that. She added that the project would be done in 2028 and they anticipate that the it would be 6-years before the road fails, and it would need to be worked on again. Prices would likely be higher than now, and the road would be updated premature to its expected lifespan of 20-30 years.

Mr. Baird added that there are 22,000 typically vehicles per day on Hwy89 and 25,000 on Willow Creek Road. During the closure there were an additional 11,000 vehicles utilizing Willow Creek Road, and an additional 5,000 vehicles on Williamson Valley. During the detour, peak travel times were 6 times longer than normal.

Recess at 5:37 p.m., reconvene at 5:48 p.m.

Member of the public Erik Ludwig addressed the Council who lives directly adjacent to this roadway. This is an infrastructure project, and they are attempting to make it about safety. If the goal is safety, reduce the speed and enforce it. He urged the Council to collect more traffic data. For the people living in the corridor, a right-turn only option would add up to 42 hours per year of additional time for his family.

Member of the public Terry Sapio addressed the Council and commented that this is not rushed; the Council has been hearing from the public for over a year. What this really boils down to a math problem because eventually the road will be widened and tearing and rebuilding the road twice will cost much more than doing it once.

Member of the public Steve Blair addressed the Council as a lifetime Prescottonian who has experienced a lot of road projects in this community. Many experienced professionals have looked to the future to plan roads for this area. Fain Road, Pioneer Park, Outer Loop Road, Prescott Lakes Parkway, Commerce Road, and connectors like Rosser wouldn't exist. It is imperative to think of the future of North Prescott. This will improve life for everyone.

Member of the public Bonnie McMinn addressed the Council regarding good governance. There are two compliance issues that the city needs to address. Regardless of whether the road widening occurs, the main line needs to be replaced because of that. She added that option 2C is a completely new option that has never been discussed or seen before.

Member of the public Malcom Barrett addressed the Council and thanked them for listening. This is all about public safety. In every long-range planning session he has been a part of for many years, Hwy89 has been a topic of discussion. This will only impact less than one of half of one percent of the granite in the

Dells. This is a regional transportation issue.

Member of the public Mark Dienpski addressed the Council as a former public works employee for the City of Prescott. ADOT funded the improvements of Hwy89 many years ago. This area will remain important and scenic even with improvements. He reviewed the many projects that required advanced planning for roadway improvements, infrastructure and safety which have all met with public opposition, and we are certainly all thankful now that they were approved. To not widen would be illogical and unacceptable.

Member of the public Damon Meyers addressed the Council as a resident of Granite Dells. He understands the different arguments. He agreed with Bonnie McMinn that so much information is just coming to them, he would recommend a conservative option but asked if alternatives have been considered for alternative utility locations.

Member of the public Michael Marchand addressed the Council. He discussed Resolution No. 2024-1876. He stated that 86% of the public wants to preserve the scenic roadway. This is a utility project and not a road improvement project. Alternative Option 2A and 2B are the same when you take out the roundabouts. He encouraged the Council to have a third party look at the design proposals and costs.

Member of the public Randy Ratliff addressed the Council regarding Granite Gate Senior Living in the surrounding area with elderly residents and 55-full time employees the echoing in the canyon with night work would be detrimental to them. He encouraged the Council to think of everyone and spend the taxpayers' money wisely.

Member of the public Steve Sischka addressed the Council and said if there were no politics, people could get so much done. Decisions could be made on what is good for the City of Prescott as a whole. That is the Council's real responsibility. This issue has been studied and talked about for as long as he can remember. Further, doing so is a delay tactic. The buck stops with this Council, and they need to prioritize long-term gain over short-term politics. Widening now means one and done, not doing the work and experiencing closures twice.

Member of the public Rod Moyer addressed the Council stating that the math doesn't tell the Council that the road will have to be widened at some point in the future. All the new developments to the north of Prescott will have commercial services and don't need to come down Hwy89 anymore, they aren't coming into Prescott to work, they are coming in to shop. He echoed support for waiting for Councilman Garing to be present. He is an experienced engineer.

Member of the public Michael Coffey addressed the Council regarding the safety of Hwy89 through the Dells, and everyone has an opinion on that. He asked if this road routinely makes the top 10 lists for safety, and stated that it is not. Kimley-Horn has presented detailed crash data, and facts seem to indicate that it is riskier to get through the roundabouts than in the area in between. Distracted

driving is not cured with additional lanes.

Member of the public Sandy Griffis addressed the Council regarding this issue that has been discussed for three years and has been long anticipated. This is a critically important project and not just about roadway and pipes, it is about safety/transportation/school buses/visitors/residents. The primary driver is the sewer infrastructure. She is a strong supporter of Alternative 3B, cannot step over a dollar to pick up a dime.

Member of the public Katherine Wyly addressed the Council as a resident of Granite Gardens who uses Granite Dells Road every day. She has seen a lot of change in Prescott over the years; Granite Dells is the most iconic part of Prescott. They are county residents but pay for city services. She supports Alternative 2C that is the most conservative and protects the areas surrounding the roadway. She suggested a smart light as a least disruptive option to just fix the sewer line, wants to see the tourists benefit with the most minimal impact on the residents.

Member of the public Ken Fidyk addressed the Council regarding the importance of safety. He suggested picking one of the plans presented by Kimley-Horn. There are people on both sides of this and isn't a scenario when everyone will be happy. He expressed his concern regarding cost overruns and the project being on time. The Council should have 5 votes in favor of this decision.

Member of the public Steven Munsell addressed the Council thanking them for all they do. He has been a resident of Prescott since the mid 1970s and has watched the growth and traffic over the years. He is empathetic to the residents in that area with regard to night work and asked if there is a plan for where the rocks will go. The study hasn't been very comprehensive in his opinion. Less is more, the widening should wait.

Member of the public Truly Bracken addressed the Council regarding the adopted Resolution calling for structured public engagement and adding a new option does not follow that process. When this happens, public trust erodes.

Member of the public Stacey Brown addressed the Council, governing is difficult because it requires compromise and trade-offs. She doesn't have an opinion regarding which option they select, but she wants to ensure that it is the best path forward. This shouldn't be a campaign promise, it should be leading with fiscal responsibility and what is best for the community.

Member of the public Richard Thompson addressed the Council stating that he is opposed to widening Hwy89, and he is not alone in that sentiment. Overwhelmingly, people do not want to widen the Dells. The figures provided in the presentation don't add up; this is too big a decision right now.

Member of the public Linda Thompson addressed the Council and stated that for the last 10 years, every time she has driven through the Dells it is fine and there is no safety problem. If this road is widened it will be a self-fulfilling prophecy and the Council should go with option 2C.

Member of the public Tom Staley addressed the Council stating that this is a no-brainier; it is safety it is the sewer line. This line has been kicked down the road so many times, and the road is going to get torn up regardless. Should be voted on tonight.

Member of the public Don Biele addressed the Council regarding logic and common sense. This situation seems to have a lot of debate and consternation. The fact is that occasionally you're going to have to hug a tree or remove a rock. If the money is going to be spent on the utility which it has to be, the widening should be done as well.

Member of the public Mike Fann addressed the Council and thanked them for their service to the community. This is a tough decision. He spoke as a contractor and a resident of this community since 1958. He has worked in this corridor many times over the years. There will be more lanes coming into the Phippen roundabout in the immediate future, funneling into one lane and that is a safety concern. Cannot replace the utilities and keep that road open, it will have to be shut down which will impact businesses for months. Widening in the future will lose all curb/gutter and asphalt, which means the road will have to be built twice. The lines are not designed to handle the weight of future road construction, it will take life out or cause new leaks with the rock removal. There are natural fissures in the rock that can be made to look native, improvements could make it look better than it does today when the road was put in the first time contractors did not have the tools they do today.

Member of the public Gregory Allen addressed the Council regarding Willow Creek Road. Over the years there has been a lot of traffic and impact problems in that area. Alternative 3B is what needs to be done. Prices will double in 8 years when the road is widened if the Council doesn't do it now, and it will make this a wasted project.

Member of the public Michael Bacon addressed the Council as a former City of Prescott employee in Planning. There has been a lot of growth and change over the years in Prescott. There is no planning for another north-south connection. There are economic, social and other consequences if this road is not widened, even if nobody wants to see that done. Looking at simple logistics here, he is sorry to hear the debate over this.

MOTION BY MAYOR RUSING TO CONTINUE ACTION ON THIS ITEM UNTIL FEBRUARY 24, 2026; SECONDED BY COUNCILMAN GRADY: PASSED (5 - 1) COUNCILMAN GAMBOGI DISSENTING

Mayor Pro Tem Fruhwirth stated that there needs to be direction for staff.

Councilman Gambogi commented that the Mayor's logic to wait to have Councilman Garing present for this vote makes no sense because he has suggested a slipline was a good idea, which it is not.

Councilman Gambogi left the meeting at 7:00 p.m.

Mayor Pro Tem Fruhwirth stated that she would like to see numbers at the February 24, 2026 Meeting as follows: 1) when will the city hit service level F on each alternative option; 2) what is the impact of the total cost (didn't consider the future damage to the pipes underneath); and 3) inflation rates over the course of time between paying for something now versus later. She wants a good return on investment rate.

Councilman Ruby commented that the most pertinent thing he heard was how the problem is defined: Traffic is a significant problem in Prescott. There is value in the scenic heritage and the Dells. He would like to see an expressway option between the Zoo and tractor place that weaves into Watson Woods behind the substation, and if the cost of something like that is justifiable.

11. ADJOURNMENT

There being no further business to discuss, Mayor Rusing adjourned the meeting at 7:08 p.m.

_____
CATHEY RUSING, 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 February 10, 2026. 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:	February 24 Voting Meeting
DATE:	February 24, 2026
DEPT:	Police
ITEM #:	7.B
SUBJECT:	Approval of City Contract No. 2026-149A2, an Amendment to City Contract No. 2026-149 with Ridgeline Builders LLC for Improvements at the Prescott Regional Communications Center in the Amount of $73,800.13 Using City of Prescott Job Order Contracting. Funding is Available in the Facilities Maintenance Fund.

ITEM SUMMARY

This item is for the approval of City Contract No. 2026-149A2, an Amendment to City Contract No. 2026-149 with Ridgeline Builders LLC for improvements to the PRCC kitchen and construct a new enclosed office space.

BACKGROUND

The Prescott Regional Communications Center break room kitchen is more than 20 years old and has exceeded its functional life cycle. Finishes, cabinetry, lighting, and mechanical systems are outdated and no longer meet the operational demands of a 24-hour public safety communications facility.

This project will renovate the existing kitchen and construct a new enclosed office space to accommodate four supervisors. Improvements include demolition and rebuild of the kitchen area, installation of new cabinetry and new countertops, updated lighting and HVAC modifications, plumbing upgrades, and flooring updates. City-furnished appliances will be installed separately.

The additional office space will provide appropriate workspace for supervisory staff, improve confidentiality, operational oversight, and noise control within a mission-critical environment.

Approval of this project will modernize a critical support space and improve functionality, employee wellness, and operational effectiveness within the City's primary public safety communications center.

The total project cost under Job Order Contract 2026-149 is $73,800.13.

FINANCIAL IMPACT

Funding is available in the Facilities Maintenance Fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-149A2

ATTACHMENTS

1. City Contract No. 2026-149A2

Contract Amendment No. Two (2)
Prescott Regional Communications Center Improvements
Contractor: Ridgeline Builders, LLC
Contract No: 2026-149A2
Account No(s): 8156625-8524
February 24, 2026

Purpose of Amendment:

To award Seventy-Three Thousand, Eight Hundred Dollars and Thirteen Cents ($73,800.13) for the Prescott Regional Communications Center Improvements project per the terms, conditions and amount quoted in the project specifications and quote attached.

Summary of Changes:

Description	*Contract Amount*
Total Contract Available for FY2026	$4,000,000.00
Amendment 1: Prescott Rodeo Grounds Improvements	$1,548,680.68
Amendment 2: Prescott Regional Communications Center Improvements	$73,800.13
Total Amount Remaining for other Projects in Fiscal Year 2026	$2,377,519.19

Amended Contract Expiration Date: June 30, 2027

Original Contract Expiration Date: June 30, 2030

All other terms of the contract remain the same.

All other terms of the original JOC contract remain the same.

SCOPE OF WORK

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

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

PROJECT SCHEDULE

The Contractor shall fully complete all work under this Contract within one hundred eighty (180) calendar days beginning with the calendar day as noted in the Notice to Proceed. The Contractor shall at all times during the continuance of the Contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

LIQUIDATED DAMAGES

All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of $280.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of $280.00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

Final Payment Acknowledgement

To the City of Prescott, Arizona:
Ridgeline Builders, LLC
908 East Sheldon Street
Prescott Arizona, 86301
dave@ridgelinebuilders.com

Ridgeline Builders, LLC, has submitted the final pay application for the Prescott Regional Communications Center Improvements project Contract No. 2026-149A2 in the consideration of:

$ _____ .

(Total Final Project Amount)

as full and complete payment under the terms of the Contract. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott, as stated in the warranty letter to be provided.

The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project within the next 90 days.

Signed and dated this _____ day of _____ , 20____.

_____

(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

Subscribed and sworn to before me by _____

this _____ day of _____ , 20_____ .

_____ _____

Notary Public Commission Expires

Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties

Project: Prescott Regional Communications Center Improvements
Contract Number: 2026-149A2

To the City of Prescott, Arizona:

A. This affidavit is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

B. The Undersigned, for the consideration of $ _____
(Total project price)

as set out in the final pay application, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described project. The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed and dated this _____ day of _____ , 20____.

_____

(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

Subscribed and sworn to before me by _____

this _____ day of _____ , 20_____ .

_____ _____

Notary Public Commission Expires

Accepted By:

AUTHORIZED SIGNATURE (FULL NAME)

PRINTED FULL NAME

TITLE

Ridgeline Builders, LLC

VENDOR

DATE SIGNED

Approved By:

CATHEY RUSING, MAYOR

DATE SIGNED

ATTEST:

SARAH M. THORNHILL, CITY CLERK

DATE SIGNED

APPROVED AS TO FORM:

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

Exhibit A

Proposal_Prescott Regional Communications Center Improvements_1-19-2026

908 E Sheldon St • Prescott, AZ 86301-3216 • Phone: (928) 710-7194

City of Prescott
Phone: 928-777-1656
Cell: +19287135193

Job Address:
222 S Marina St
Prescott, AZ 86303

Print Date: 1-19-2026

CoP - Dispatch Breakroom

Mr. Legler,

Please review the proposal below for the **City of Prescott - Dispatch Breakroom** project in conjunction with **JOC Number 2026-149** . Please take special note of allowances, options and client supplied material. Do not hesitate to contact us with any questions or concerns.

GENERAL CONDITIONS

Items	Description	Price
DEMO & HAUL-OFF	Demolition of existing site conditions to accommodate remodel requirements.	$2,800.38
FLOORING PREP	Grinding of concrete slab to be free of old material and debris in preparation for installation of new, client furnished material.	$589.14
MISC. BUILDING MATERIALS	Miscellaneous building materials to fill scope gaps and maintain site isolation and cleanliness.	$589.14
ON-SITE SUPERINTENDENT	On-site management of subcontractors, site cleanliness and workmanship standards	$5,891.40
PROJECT MANAGEMENT	On and off-site management of construction schedule, construction budget, client coordination and subcontractor contracts and scheduling	$4,713.12

GENERAL CONDITIONS Total: $14,583.18

STRUCTURALS

Items	Description	Price
MASONRY WINDOW INFILL	Block wall infill where existing window will be removed	$3,273.00
STEEL FRAMING	Steel stud wall framing of new demising wall between break room and new quiet room, new door rough-opening and infill of existing door rough opening	$1,636.50

Items	Description	Price
INSULATION	Rockwool sound attenuating insulation in new demising wall between breakroom and new quiet room	$1,243.74
DRYWALL	5/8" drywall both sides of new demising wall, 5/8" drywall infill of existing door opening and misc. patchwork, texture to match existing	$3,600.30

STRUCTURALS Total: $9,753.54

MECHANICALS

Items	Description	Price
FIRE ALARM	Relocation of fire alarm horn strobe to service new quiet room, additional horn strobe installed in break room	$708.76
PLUMBING	Plumbing make-safe prior to demolition, install of appliance hook-ups, install of client provided plumbing fixtures and R/O bottle fill station.	$1,170.42
HVAC	Installation of new supply and return registers per new ceiling layout	$5,344.15
ELECTRICAL	New lighting fixtures and electrical outlets to service to room layout	$5,695.02

MECHANICALS Total: $12,918.35

FINISHES

Items	Description	Price
EXTERIOR PAINTING	Exterior painting of stucco patch on top of masonry window infill	$196.38
INTERIOR PAINTING	Interior painting of all walls and new door frame	$2,291.10
NEW OFFICE DOOR	New interior door to match existing	$3,508.71
GRID CEILING	Grid ceiling patches to make ceiling 2x2 throughout in preparation for new light fixtures and supply and install of new City standard Astro tegular panels	$2,922.13
FLOORING INSTALL	Installation of client provided flooring materials	$3,652.67
CABINETRY	New cabinetry per design, client to provide confirmed appliance specs for cabinetry layout and final fabrication	$11,128.20
COUNTERTOPS	Quartz countertops throughout per design in Della Terra - Zinc	$5,317.97
LOCKERS	New locker assembly installed per plans	$7,527.90
CLIENT PROVIDED APPLIANCES	New ice maker and appliances provided and installed by client	$0.00

FINISHES Total: $36,545.06

Total price: $73,800.13

We look forward to working with you on this project and we appreciate your business.

I confirm that my action here represents my electronic signature and is binding.

Signature	Name	Date

TO:	MAYOR AND CITY COUNCIL
AGENDA:	February 24 Voting Meeting
DATE:	February 24, 2026
DEPT:	City Manager
ITEM #:	7.C
SUBJECT:	Approval of the Updated City Council Strategic Plan (2026-2031).

ITEM SUMMARY

This item is for the approval of the 2026 Council Strategic Plan following Council feedback from the February 3, 2026 Special Study Session.

BACKGROUND

On January 20–21, 2026, the Mayor and City Council met in a public Strategic Planning Workshop to review the existing Strategic Plan, evaluate progress, and discuss priorities for the next five years. Council also provided follow-up direction on February 3, 2026. The attached redline reflects those discussions and incorporates revisions to timelines, performance measures, and key initiatives to ensure the document reflects Council's current policy direction and the community's needs.

The Strategic Plan is more than a summary of goals—it is the Council's tool for setting clear expectations about what the City will focus on and how success will be measured. It aligns daily operations, capital planning, and annual budgets with Council priorities so resources are directed toward the areas that matter most, including public safety, economic vitality, infrastructure, environmental stewardship, community livability, and organizational effectiveness. Regular updates are necessary to keep the plan relevant as conditions change, projects advance, and new challenges or opportunities emerge.

The redline version of the plan (attached) reflects several substantive updates rather than simple editorial changes. The planning horizon has been extended to FY 2026–2031, and many objectives now include clearer completion dates and quantifiable performance targets, such as response-time benchmarks, commercial development goals, and measurable economic outcomes tied to airport activity and targeted industries. Additional emphasis has been placed on long-term water management, utility condition assessments, transportation safety analysis, and coordination of housing initiatives to better align infrastructure investment with projected growth.

The revised plan also strengthens implementation in quality-of-life areas by advancing parks and recreation planning, establishing an Open Space Acquisition Framework with defined evaluation criteria, facilitating needed improvements to the Rodeo/Fairgrounds, and outlining watershed restoration and trail connectivity efforts. Organizationally, the document enhances accountability by integrating performance reporting, community engagement expectations, and the continued transition toward priority-based budgeting and long-term financial forecasting, ensuring that strategic priorities are directly tied to measurable results and resource allocation.

Adopting the updated FY 2026–2031 Strategic Plan will reaffirm Council's shared direction, provide staff with clear guidance for implementation, and strengthen accountability by tying initiatives to measurable outcomes and timelines. The plan will continue to serve as a living framework to guide decision-making, budgeting, and performance tracking while positioning Prescott to respond thoughtfully to growth and maintain the quality of life valued by the community.

FINANCIAL IMPACT

The Strategic Plan itself does not appropriate funding; however, it establishes policy direction that will guide future budgeting, capital improvement planning, and resource allocation decisions. Specific fiscal impacts will be evaluated and approved through the annual budget process and Council action on individual projects.

RECOMMENDED ACTION

MOVE to approve the 2026-2031 City Council Strategic Plan

ATTACHMENTS

1. 2026 Strategic Plan
2. 2026 Strategic Plan Redline

CITY OF PRESCOTT
ARIZONA

Strategic Plan

Fiscal Years 2026-2031

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2.	Vision, Mission, and Values	11.	Strategic Priority #4: Preserving and Protecting Natural Environment and Community Livability
5.	Strategic Priority #1: Public Safety	12.	Strategic Priority #5: Good Governance
7.	Strategic Priority #2: Dynamic Economic Environment		

Note from the City Manager

Fellow Residents of Prescott,

It is a privilege to present the City of Prescott Strategic Plan. This plan is a living document that prioritizes key initiatives and helps our community thrive and evolve while maintaining the unique character and spirit that make Prescott exceptional. This version includes updates approved in 2026.

Every day, our city is shaped by forces that can pull us in competing directions--economic conditions, state and federal legislation, politics, demographic changes, world events, the steady passage of time, and so many more. Without a clear course, these influences could gradually define us rather than us defining our own future.

The Strategic Plan serves as our roadmap. It establishes a shared vision and outlines the goals and priorities that allow us to move forward with purpose toward the future our community desires. The plan was developed with input from the people of Prescott and through collaboration among the mayor and city council, as your elected representatives. City staff support this effort by providing analysis, professional expertise, and implementation. To remain relevant and responsive, the plan is reviewed annually and updated as needed.

The Strategic Plan reflects a commitment to a shared values, thoughtful decision-making, and responsible stewardship of resources. It guides how we invest, how we serve, and how we hold ourselves accountable. Most importantly, it aligns the City's work with our mission to engage the community and enhance quality of life as we move confidently toward the bold tomorrow we envision together.

Sincerely,
Dallin Kimble, City Manager

Vision

Prescott is a thriving and scenic community in the heart of Arizona, rooted in western heritage and strong hometown values, where individuals, families and businesses enjoy outdoor adventures, vibrant cultural events, a prosperous economy, and the promise of a bold tomorrow.

Mission

We enhance quality of life as stewards of our natural and built environment and through outstanding city services that engage our community, preserve our past, and ensure a safe and vibrant future.

Values

We serve by:

- Acting with Integrity
- Taking Pride in Excellent Results
- Being Accountable
- Working as a Team
- Practicing Innovative Problem-Solving
- Focusing on Our Community
- Being Nice

Fiscal Year Dates

Fiscal Year 2026 (FY26)

July 1, 2025-June 30, 2026

Fiscal Year 2027 (FY27)

July 1, 2026-June 30, 2027

Fiscal Year 2028 (FY28)

July 1, 2027-June 30, 2028

Fiscal Year 2029 (FY29)

July 1, 2028-June 30, 2029

Fiscal Year 2030 (FY30)

July 1, 2029-June 30, 2030

Fiscal Year 2031 (FY31)

July 1, 2030-June 30, 2031

Fiscal Year 2032 (FY32)

July 1, 2031-June 30, 2032

STRATEGIC PRIORITY #1
PUBLIC SAFETY

RESULT 1:

Through partnerships and investments in public safety infrastructure and personnel, the community will experience improved emergency services and results as evidenced by:

1. By December 2027, the community will experience infrastructure as identified in the Fire Department's strategic plan of two (2) new strategically located fire stations.
2. By July 2028, 90% of life-safety response times will be at or below 8 minutes.

RESULT 2:

By July 2027, the community will experience a feeling of safety through the presence of Police Officers and the increased capacity to respond, as evidenced by:

1. Full staffing for the Police Department
2. Proactive community policing in downtown
3. Safe traffic flow through enforcement

RESULT 3:

By July 2031, the community will experience a sense of personal and economic safety through runway infrastructure improvements at Prescott Regional Airport that support unconstrained operations of wildland fire fighting aircraft, commercial airlines, and other airport tenants.

RESULT 4:

By July 2027, through regional cooperation and partnerships and a comprehensive risk assessment that builds a strategic mitigation response and recovery plan, the Prescott community will experience increased resiliency in planning for, dealing with and recovering from disasters.

STRATEGIC PRIORITY #2
DYNAMIC ECONOMIC ENVIRONMENT

RESULT 1:

By December 2027, the City will attract 300,000 square feet of new commercial development to serve the growing number of residents in the northern part of the community.

RESULT 2:

By December 2027, implement business retention and expansion programs that keep 95% of existing businesses in Prescott, help at least four (4) significantly expand operations, and promote local successes.

RESULT 3:

By December 2027, the City will attract 300 jobs in aviation/aerospace, advanced manufacturing, technology, and/or healthcare.

RESULT 4:

By December 2027, the annual direct spending from tourism will exceed $288M.

RESULT 5:

The community will experience a full-service, self-sustaining regional airport that provides reliable commercial air service by:

1. By July 2027, complete an Airport Master plan that aligns with the City's Economic Development Strategic Plan for attracting new high-paying jobs and commerce around the airport.
2. By July 2028, two (2) new aviation/ aerospace businesses will be located near the Prescott Regional Airport.
3. By July 2029, the annual economic impact from the Prescott Regional Airport area will grow from $162M to $186M.

STRATEGIC PRIORITY #3
INFRASTRUCTURE

RESULT 1:

The community will experience the safe, efficient flow of traffic/transportation throughout the City as evidenced by:

1. By December 2028 there will be a completed root-cause analysis of serious traffic injuries/fatalities.
2. By July 2027 there will be a plan with implementation strategies for safer pedestrian/bicycle access to downtown and commercial/retail services.

RESULT 2:

In alignment with the long-range regional Transportation Plan and working partners (Yavapai Plan, ADOT, etc.), the City will continue to champion the development of a regional network to include the highway system and regional roadways.

RESULT 3:

By July 2027, through the development of a long-term Water Management Plan that includes a focus on infrastructure, distribution and delivery, conservation, capacity, and safety, the community will experience safe potable water within the water service area boundary.

RESULT 4:

By July 2027, in alignment with the Workforce Housing Committee, the General Plan and the Housing Needs Assessment, the City will facilitate a continuum of housing options for residents and employees so they can live, work and be engaged in the Prescott community.

RESULT 5:

By December 2028, complete a master plan for the Rodeo/Fairgrounds, at least $15.3 million in repairs or improvements, a plan for future maintenance and investment, and relevant lease updates.

RESULT 6:

By July 2028, the community will have the ability to successfully complete calls through their cellular/mobile devices at any place within the City of Prescott.

RESULT 7:

By July 2028, complete a comprehensive water and sewer utility condition analysis and replacement plan.

RESULT 8:

By July 2029, expand passenger terminal parking and complete a terminal development plan to facilitate safe and efficient movement of people and vehicles at the airport.

STRATEGIC PRIORITY #4

PRESERVING AND PROTECTING NATURAL ENVIRONMENT AND COMMUNITY LIVABILITY

RESULT 1:

By July 2030, through regional cooperation, partnerships, and updates to the Land Development Code regarding standards for the 25% open space requirement, the community will experience increased trail connectivity, outdoor recreation opportunities and meaningful wildlife corridors.

RESULT 2:

By July 2027, complete and adopt a Parks and Recreation Master Plan with a phased implementation strategy that identifies future investment priorities, timelines, and funding mechanisms for parks, trails, recreation amenities, tree canopy, open space, and other community-identified priorities.

RESULT 3:

By July 2027, develop and adopt an Open Space Acquisition Framework that establishes clear criteria for evaluating potential acquisitions, ensuring decisions reflect community benefit, fiscal responsibility, and strategic investment across the Parks and Recreation system.

RESULT 4:

By July 2029, expand library services for North Prescott.

RESULT 5:

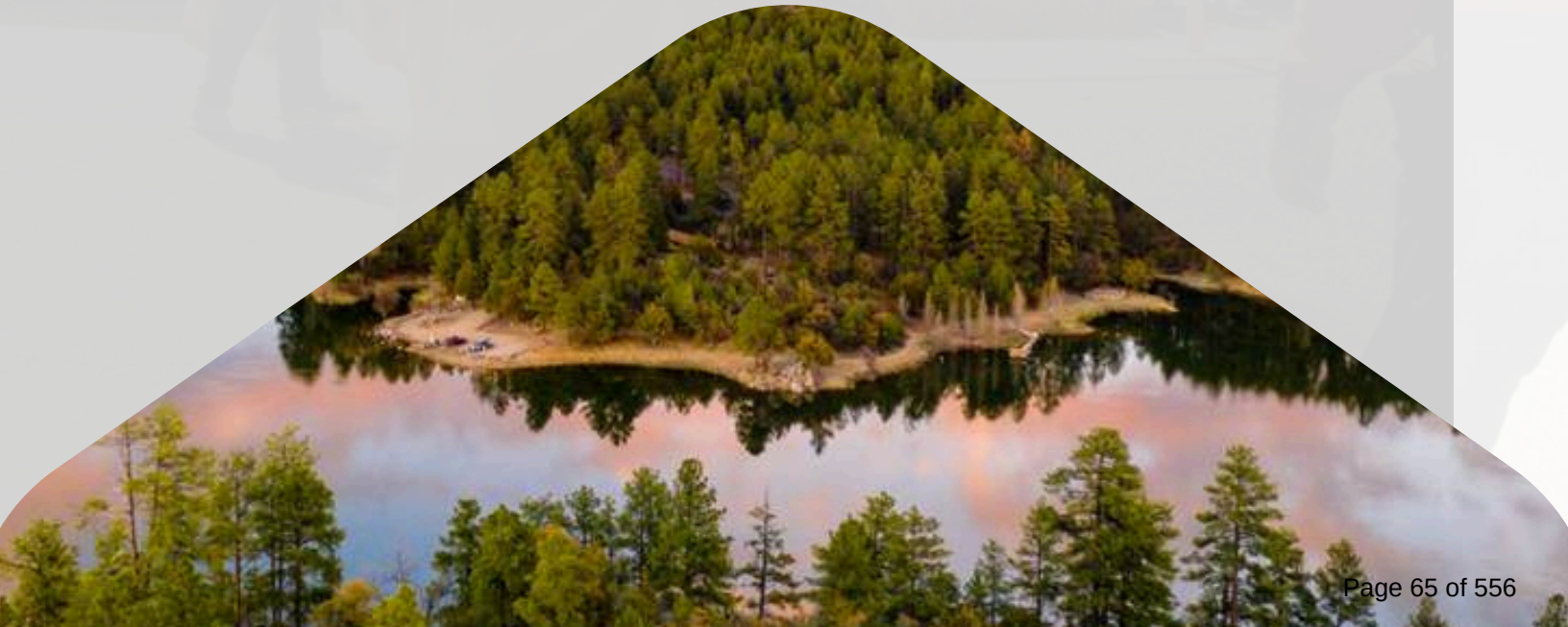
By December 2030, complete watershed restoration projects that improve water quality, recreation activities, and increase riperian corridor health and resilience through cleaner and more consistent creek flow to Watson, Willow, and Goldwater Reservoirs.

STRATEGIC PRIORITY #5
GOOD GOVERNANCE

RESULT 1:

The City is committed to becoming a community-focused and performance-driven organization as evidenced by:

1. By July 2026, the community will receive updated performance information and trends about results at the Department level.
2. To ensure fiscal transparency and accountability, by July 2026 the City's budget will include performance indicators. To further increase financial transparency and accountability, the City will use priority-based budgeting integrated with long-term forecasting.



RESULT 2:

By July 2027, the City will expand public information and community engagement by:

1. Hosting a no-cost State of the City event at least annually.
2. Hosting at least four town halls or community engagement events annually.
3. Sponsoring a booth at the farmer's market or other public event at least twelve times annually.
4. Attending at least twelve neighborhood meetings annually.

RESULT 3:

By July 2027, the City will continue and enhance regional cooperation, relationships, and advocacy by:

1. Actively participating in regional conversations around water, open space, transportation, wildlife corridors, trail connectivity, economic development, housing, and other topics that are vital to our way of life.
2. Tenacious state and federal advocacy for legislation and funding that improves quality of life for Prescott, our regional partners, and rural Arizona.

Strategic Plan

Prescott City Council

Fiscal Years ~~2025-2029~~2026-2031

Vision

Prescott is a thriving and scenic community in the heart of Arizona, rooted in western heritage and strong hometown values, where individuals, families and businesses enjoy outdoor adventures, vibrant cultural events, a prosperous economy, and the promise of a bold tomorrow.

Mission

We enhance quality of life as stewards of our natural and built environment and through outstanding city services that engage our community, preserve our past, and ensure a safe and vibrant future.

Values

We serve by:

- Acting with Integrity
- Taking Pride in Excellent Results
- Being Accountable
- Working as a Team
- Practicing Innovative Problem-Solving
- Focusing on Our Community
- Being Nice

Strategic Priority #1 - Public Safety

Result 1: Through partnerships and investments in public safety infrastructure and personnel, the community will experience improved emergency services and results as evidenced by:

1. By December 2027~~FY28~~, the community will experience infrastructure as identified in the Fire Department's strategic plan of two (2) new strategically located fire stations.

2. By July 2028~~FY29~~, 90% of life-safety response times will be at or below 8 minutes.

Result 2: By July 2027~~FY28~~, the community will experience a feeling of safety through the presence of Police Officers and the increased capacity to respond, as evidenced by:

1. Full staffing for the Police Department

2. Proactive community policing in downtown

3. Safe traffic flow through enforcement

Result 3: By July 2031~~FY30~~, the community will experience a sense of personal and economic safety through runway infrastructure improvements at Prescott Regional Airport that support unconstrained operations of wildland fire fighting aircraft, commercial airlines, and other airport tenants.

Result 4: By July 2027~~FY28~~, through regional cooperation and partnerships and a comprehensive risk assessment that builds a strategic mitigation response and recovery plan, the Prescott community will experience increased resiliency in planning for, dealing with and recovering from disasters.

Strategic Priority #2 - Dynamic Economic Environment

Result 1: By December 2027~~FY28~~, the City will attract 300,000 square feet of new commercial development to serve the growing number of residents in the northern part of the community.

Result 2: By December 2027~~FY28~~, implement business retention and expansion programs that keep 95% of existing businesses in Prescott, help at least four (4) significantly expand operations, and promote local successes.

Result 3: By December 2027~~FY28~~, the City will attract 300 jobs in aviation/aerospace, advanced manufacturing, technology, and/or healthcare.

Result 4: By December 2027~~FY28~~, the annual direct spending from tourism will exceed $288M.

Result 5: The community will experience a full-service, self-sustaining regional airport that provides reliable commercial air service by:

1. By July2027~~FY27~~, complete an Airport Master plan that aligns with the City's Economic Development Strategic Plan for attracting new high-paying jobs and commerce around the airport.

2. By July 2028~~FY28~~, two (2) new aviation/ aerospace businesses will be located near the Prescott Regional Airport.

3. By July 2029~~FY29~~, the annual economic impact from the Prescott Regional Airport area will grow from $162M to $186M.

Strategic Priority #3 – Infrastructure

Result 1: The community will experience the safe, efficient flow of traffic/transportation throughout the City as evidenced by:

1. By December 2027 ~~FY28~~ there will be a completed root-cause analysis of serious traffic injuries/fatalities.

2. By July 2027~~FY28~~ there will be a plan with implementation strategies for safer pedestrian/bicycle access to downtown and commercial/retail services.

Result 2: ~~Beginning in FY24, i~~In alignment with the long-range regional Transportation Plan and working partners (Yavapai Plan, ADOT, etc.), the City will continue to champion the development of a regional network to include the highway system and regional roadways.

Result 3: By July 2027~~FY28~~, through the development of a long-term Water Management Plan that includes a focus on infrastructure, distribution and delivery, conservation, capacity, and safety, the community will experience safe potable water within the water service area boundary.

Result 4: By July 2027~~FY28~~, in alignment with the Workforce Housing Committee, the General Plan and the Housing Needs Assessment, the City will facilitate a continuum of housing options for residents and employees so they can live, work and be engaged in the Prescott community.

Result 5: By December 2028~~FY28~~, complete a master plan for the Rodeo/Fairgrounds, at least $15.3 million in repairs or improvements, a plan for future maintenance and investment, and relevant lease updates.

Result 6: By July 2028~~FY29~~, the community will have the ability to successfully complete calls ~~contact 911~~ through their cellular/mobile devices at any place within the City of Prescott.

Result 7: By July 2028~~FY29~~, complete a comprehensive water and sewer utility condition analysis and replacement plan.

Result 8: By July 2029~~FY30~~, expand ~~the~~ passenger terminal parking and complete a terminal development plan to ~~and terminal parking to~~ facilitate safe and efficient movement of people and vehicles at the airport~~airline passenger volumes~~.

Strategic Priority #4 – Preserving and Protecting Natural Environment and Community Livability

Result 1: By July 2030, ~~eginning in FY25, t~~through regional cooperation, partnerships, and updates to the Land Development Code regarding standards for the 25% open space requirement, the community will experience increased trail connectivity, outdoor recreation opportunities and meaningful wildlife corridors.

Result 2: By July 2027~~FY28~~, complete and adopt a Parks and Recreation Master Plan with a phased implementation strategy that identifies future investment priorities, timelines, and funding mechanisms for parks, trails, recreation amenities, tree canopy, open space, and other community-identified priorities.

Result 3: By July 2027~~FY28~~, develop and adopt an Open Space Acquisition Framework that establishes clear criteria for evaluating potential acquisitions, ensuring decisions reflect community benefit, fiscal responsibility, and strategic ~~a balanced~~ investment across the Parks and Recreation system.

Result 4: By July 2029~~FY30~~, expand library services for North Prescott.

Result 5: By December 2030~~FY30~~, complete watershed restoration ~~work at~~projects that improve water quality, recreation activities, and increase riparian corridor health and resilience through cleaner and more consistent creek flow to Watson, Willow, and Goldwater ~~Lakes~~Reservoirs.

Strategic Priority #5 - Good Governance

Result 1: The City is committed to becoming a community-focused and performance-driven organization as evidenced by:

1. By July 2026~~FY27~~, the community will receive updated performance information and trends about results at the Department level.

2. To ensure fiscal transparency and accountability, by July 2026~~FY27~~ the City's budget will include performance indicators. ~~be tied to results.~~ To further increase financial transparency and accountability, ~~by FY28~~ the City will use priority-based budgeting integrated with long-term forecasting.~~'s budget will be results-oriented and integrated with long-term forecasting.~~

Result 2: By July 2027~~FY28~~, the City will expand public information and community engagement by:

1. Hosting a no-cost State of the City event at least annually.

2. Hosting at least four town halls or community engagement events annually.

3. Sponsoring a booth at the farmer's market or other public event at least twelve times annually.

4. Attending at least twelve neighborhood meetings annually.

Result 3: By July 2027~~FY28~~, the City will continue and enhance regional cooperation, relationships, and advocacy by:

1. Actively participating in regional conversations around water, open space, transportation, wildlife corridors, trail connectivity, economic development, housing, and other topics that are vital to our way of life.

2. Tenacious state and federal advocacy for legislation and funding that improves quality of life for Prescott, our regional partners, and rural Arizona.

TO:	MAYOR AND CITY COUNCIL
AGENDA:	February 24 Voting Meeting
DATE:	February 24, 2026
DEPT:	Public Works
ITEM #:	7.D
SUBJECT:	Approval of City Contract No. 2026-168 with Huitt Zollars for Professional Surveying & Engineering Services in the Design of the Pioneer Parkway 16-inch Water Main Project in an Amount Not to Exceed $126,800. Funding is Budgeted & Available in the Water Fund.

ITEM SUMMARY

This item is to approve City Contract No. 2026-168 with Huitt Zollars for survey and engineering services in the design of the Pioneer Parkway 16 inch Water Main Project in the amount of $126,800. The location of the project is on the attached vicinity map.

BACKGROUND

The City of Prescott is obligated through a development agreement with Deep Well Ranch to provide a 16" water main for future development of the planned Deep Well Ranch Master Planned Community. The city has proposed the installation of a 16” waterline from the property line of South Ranch South/Right-of-Way of Pioneer Parkway, and connection to an existing 18” waterline located outside of the pavement on the south side of Pioneer Parkway. The Pioneer Parkway 16 inch Water Main project is located at Pioneer Parkway west of Willow Creek Road in Prescott, Arizona.

FINANCIAL IMPACT

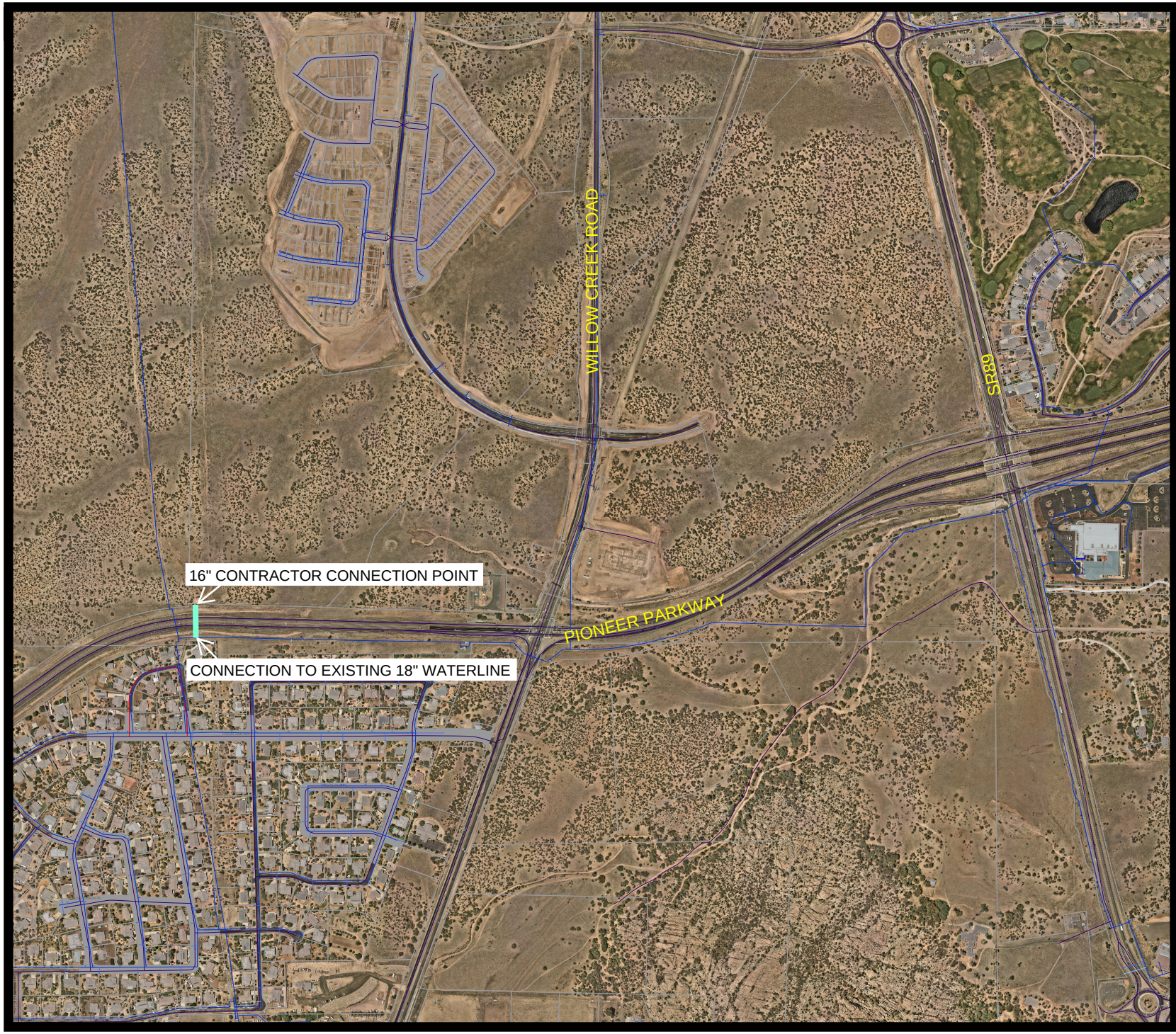
Funding for this contract is budgeted in FY26 from the Water Fund.

RECOMMENDED ACTION

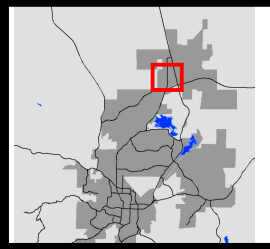
MOVE to approve City Contract No. 2026-168

ATTACHMENTS

1. Pioneer Parkway 16" Water Main Vicinity Map
2. City Contract No. 2026-168_HuittZollars



CITY OF PRESCOTT
ARIZONA
Everybody's Hometown



Pioneer Parkway 16" Water Main Project

This map is a product of
The City of Prescott

0' 1" = 893'

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This document is a graphic representation only of best available sources.
The City of Prescott assumes no responsibility for any errors.

PROFESSIONAL ENGINEERING AND DESIGN SERVICES AGREEMENT/CONTRACT

Pioneer Parkway 16" Water Main

Contract No. 2026-168

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 Huitt-Zollars, Inc. (hereinafter referred to as "Professional"), has expertise in providing Professional Surveying and Engineering Consulting Services and is willing and able to provide professional services to the City for the project known and described as Pioneer Parkway 16" Water Main Project, Project No. 2602-001 (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 (e.g., 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

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 within one hundred twenty (120) Calendar Days from the Contract Execution Date. If a further or more detailed schedule is set forth in Exhibit A, the Professional shall strictly comply with said schedule and failure to do so, without the prior written agreement of the City, shall be a material breach of this Agreement. The Professional shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the City to timely respond to contractors or other parties involved in the Project, so as to not delay the Project.

B. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

C. The Professional has thirty (30) calendar days from final approval of all Services or submittals to submit the Professional's final invoice to the City for payment. The time allotted for in the Time of Completion; Term 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 One Hundred Twenty-Six Thousand, Eight Hundred Dollars and Zero Cents ($126,800.00), 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 (e.g., 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.

3.6. INVOICES

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

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	Huitt-Zollars, Inc.
201 N. Montezuma Street	5430 Lyndon B Johnson Freeway, Suite 1500
Prescott, AZ 86301	Dallas, Texas 75240
contracts@prescott-az.gov	rraab@huitt-zollars.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 February 24, 2026, 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 _____, 2026

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.

Huitt-Zollars, Inc.

AUTHORIZED SIGNATURE (FULL NAME)

TITLE

EMAIL

DATE SIGNED

City of Prescott, a municipal corporation:

CATHEY RUSING, MAYOR

DATE SIGNED

ATTEST:

SARAH M. THORNHILL, CITY CLERK

DATE SIGNED

APPROVED AS TO FORM:

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

Exhibit A

Proposal_Pioneer_Parkway_16”_Water_Main

January 19, 2026

Tim Sherwood
City of Prescott
Public Works Department
433 N. Virginia Street
Prescott, Arizona 86301
Tim.sherwood@prescott-az.com

Reference: Pioneer Parkway 16" Water Main
Prescott, Arizona
Proposal for Professional Surveying and Engineering Consulting Services

Dear Tim:

Huitt-Zollars, Inc. (Huitt-Zollars) appreciates the opportunity to provide this proposal for professional surveying and engineering consulting services to City of Prescott (Client) on the new Pioneer Parkway 16" Water Main project located at Pioneer Parkway west of Willow Creek Road in Prescott, Arizona (Project). Our proposal is based upon the scope of services, compensation, terms and conditions and attachments contained herein.

The below scope is based on meetings with the City of Prescott and the developer outlining the project requirements. The City of Prescott is requiring an upsized water connection from an existing waterline on the south side of Pioneer Parkway to serve Deep Well Ranch Master Planned Community. The scope of work included in this proposal is field survey, design, construction plan preparation, and bid phase services for the Pioneer Parkway 16" Water Main. If additional services are required a separate scope and fee will be provided to the CLIENT for review and approval.

Specifically, we understand that we will provide the following:

I. SCOPE OF SERVICES:

1.0 Survey Services

1.1 Topographic Survey: Perform a design survey for the project area on both sides of Pioneer Parkway based on the planned location of the waterline stub from the South Ranch South Phase 4 Improvement Plans. Limits include approximately 300 feet east and west of the planned location of the waterline along Pioneer Parkway and from the South Ranch South property line on the north side of Pioneer Parkway to the Right-of-Way line/property wall on the south side of Pioneer Parkway. If additional topographic survey is required then a separate scope and fee will be provided to the CLIENT for review and approval.

2.0 Preliminary Design Services

2.1 Utility Research and Data Collection: Huitt-Zollars will perform project research, collect available utility record maps and prepare a CAD background file for use in the preliminary and final engineering and design. Meet with the City of Prescott to confirm project scope.

2.2 **Utility Coordination:** Huitt-Zollars will submit utility conflict notices to potential utility owners within the area of the project and coordinate with utilities to determine potential conflicts.

2.3 **Potholing:** Huitt-Zollars will prepare potholing plan, coordinate with potholing subconsultant and review potholing results.

2.4 **Site Visit:** Huitt-Zollars will perform a site visit to confirm all survey, data collection and utility coordination.

2.5 **Opportunities and Constraints Map:** Huitt-Zollars will prepare an opportunities and constraints map based on all gathered information.

2.6 **Base Map:** Huitt-Zollars will prepare a CAD base file to be used in the construction plans.

3.0 Final Engineering Services

3.1 **Water Plans:** Prepare 16” Water Improvement Plans for connection of proposed 16” waterline from the property line of South Ranch South/Right-of-Way of Pioneer Parkway to existing 18” waterline located outside of the pavement on the south side of Pioneer Parkway.

3.2 **Final Water System Hydraulic Analysis and Report:** Prepare one (1) Final Water Design Report for the off-site water system. Analysis will be performed for the domestic water distribution system. The water system design will be based upon hydrant flow testing, which Huitt-Zollars will order.

3.3 **Engineers Opinion of Probable Cost:** Prepare an engineer’s estimate of anticipated construction quantities and opinion of probable construction cost for the off-site infrastructure improvements. It is recognized that neither HZI nor its Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Huitt-Zollars cannot and does not warrant or represent that bids or negotiated prices to construct the part of the project for which it has provided services will not vary from the Client’s budget for the Project or from an estimate of the Cost of the Work or evaluation prepared or agreed to by Huitt-Zollars.

3.4 **Submittals:** Prepare and submit the necessary health forms required by the City of Prescott and Yavapai County Environmental Services. Prepare and submit the necessary submittal and application forms required by the City of Prescott, Yavapai County, and Yavapai County Environmental Services. This proposal assumes three (3) reviews.

4.0 Meetings and Project Administration

4.1 **Meetings & Project Administration:** Includes attendance at meetings, phone calls, conference calls and processing of plans through the governing agency for review and approval.

4.2 **Miscellaneous Exhibits:** Prepare miscellaneous exhibits at the CLIENTS request.

5.0 Potholing and Fire Flow Test

5.1 Potholing: After completion of all utility data collection determine the required potholes needed to complete the design of the 16” waterline connection. The existing 18” waterline will be potholed east and west of the connection point to determine connection depth.

5.2 Fire Flow Test: Utilizing a sub-consultant obtain all permits and conduct fire flow testing as required by the City of Prescott with approved equipment that is fully calibrated. Provide flow test summaries to in electronic format including static and residual pressure readings as well as flowing (GPM).

6.0 Bid Phase Services

6.1 Bid Services: Provide bid phase services including bid assistance, questions from contractors, meetings and coordination, response to RFIs.

7.0 Contract Allowance

7.1 Contract Allowance: Contract allowance phase to cover any unforeseen items that come up during the design of the project.

II. DELIVERABLES:

A digital PDF copy of the above listed plans, maps and reports will be provided to the CLIENT and team members for their use on the project. Hard copies of the plans, maps and reports will be provided at the CLIENTS request and charged as a reimbursable item.

III. COMPENSATION:

1.0	**Survey Services**	**$6,800(LS)**
2.0	**Preliminary Design Services**	**$27,000(LS)**
3.0	**Final Engineering Services**	**$50,000(LS)**
4.0	**Meetings and Project Administration**	**$15,000(LS)**
5.0	**Potholing and Fire Flow Test**	**$8,500(LS)**
6.0	**Bid Phase Services**	**$10,000(LS)**
6.0	**Contract Allowance**	**$7,500(LS)**
7.0	**Reimbursable Expenses**	**$2,000(T&M)**
	Total for All Above Services:	**$126,800 (LS + T&M)**

8.0 Reimbursable Expenses

Reimbursable expenses are estimated at $ 2,000.00 which includes deliveries, mileage, reproduction of bidding and construction documents, etc. Expenses shall be compensated based upon the attached Hourly Rate Sheet. If additional budget is required a separate scope and fee will be submitted to the CLIENT for review and approval.

IV. EXCLUDED SERVICES:

Excluded Scope Items include, but are not limited to the following:

1. Regional drainage analysis, floodplain or channel modeling
2. Agency fees (to be paid for by developer/Client)
3. SWPPP
4. Boundary survey
5. Dry utility coordination
6. Environmental studies/reports
7. FEMA flood plain mapping/LOMR/CLOMR
8. Rezoning, General plan amendment, or conditional use permits or processing
9. Geotechnical studies and/or reports
10. Legal descriptions and easement documents
11. Noise Study
12. Record of survey preparation and processing
13. Retaining/Decorative wall plans and structural calculations.
14. Topographic mapping other than specified
15. Traffic Study/Analysis/Signal plan preparation
16. 404 determination, delineation, or permitting
17. Any other work tasks not specifically set forth in Section I - Scope of Services.

V. CLIENT PROVIDED ITEMS:

Client shall provide Huitt-Zollars with the following:

1. Signed Contract
2. Access to project site
3. Agency fees (as applicable)
4. Current geotechnical report

TERMS AND CONDITIONS

Following are the Terms and Conditions that will apply to this Agreement between Huitt-Zollars, Inc. (HZI) and the City of Prescott (Client):

1. AUTHORIZATION FOR WORK TO PROCEED

Signing of this Letter Agreement for services shall be authorization by the Client for HZI to proceed with the work. This Agreement represents the entire understanding of Client and HZI as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the Parties. This Agreement shall not be construed against the Party preparing it, but shall be construed as if both Parties prepared it.

2. OPINION OF PROBABLE CONSTRUCTION COSTS

It is recognized that neither HZI nor its Client has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, HZI cannot and does not warrant or

represent that bids or negotiated prices to construct the part of the project for which it has provided services will not vary from the Client’s budget for the Project or from an estimate of the Cost of the Work or evaluation prepared or agreed to by HZI.

3. STANDARD OF CARE

Services performed by HZI under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality, at the same time and under similar conditions (the “Standard of Care”). HZI shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. Notwithstanding any other representations made elsewhere in this Agreement or in the execution of the Project, this Standard of Care shall not be modified. HZI shall act as an independent contractor at all times during the performance of its services, and no term of this Agreement, either expressed or implied, shall create an agency or fiduciary relationship.

4. TIME OF PERFORMANCE

Consultant shall perform its services to meet the schedule as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project

5. TAXES

All taxes due for services rendered, including but not limited to gross receipts tax, sales tax, etc., required to be paid will be billed to the Client in addition to fees.

6. BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay HUITT-ZOLLARS for services performed in accordance with the rates and charges set forth herein. Invoices will be submitted by HUITT-ZOLLARS on a monthly basis and shall be due and payable within thirty (30) calendar days of invoice date. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify HUITT-ZOLLARS in writing within ten (10) calendar days of receipt of the invoice in question, but will pay, when due, that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of one-and-one-half percent (1.5%) (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by HUITT-ZOLLARS more than thirty (30) calendar days from date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount.

If CLIENT, for any reason, fails to pay an invoice or the undisputed portion of a HUITT-ZOLLARS invoice within sixty (60) calendar days of invoice date, HUITT-ZOLLARS will notify the CLIENT by registered mail that HUITT-ZOLLARS shall cease work on the project in ten (10) calendar days if the invoice in question is not paid. In this case, the CLIENT shall waive any claim against HUITT-ZOLLARS, and shall defend and indemnify HUITT-ZOLLARS from and against any claims for injury or loss stemming from HUITT-ZOLLARS’ cessation of service. CLIENT shall also pay HUITT-ZOLLARS the cost associated with premature project demobilization. In the event the project is remobilized, CLIENT shall also pay the cost of

remobilization, and shall renegotiate appropriate contract terms and conditions, such as those associated with budget, schedule or scope of service.

In the event any invoice or portion thereof is disputed by CLIENT, CLIENT shall notify HUITT-ZOLLARS within ten (10) calendar days of receipt of the bill in question, and CLIENT and HUITT-ZOLLARS shall work together to resolve the matter within forty-five (45) days of its being called to HUITT-ZOLLARS’ attention. If resolution of the matter is not attained within forty-five (45) calendar days, either party may terminate this AGREEMENT.

7. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor HZI, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and HZI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project. This mutual waiver shall survive termination or completion of this Contract.

8. TERMINATION/SUSPENSION

If the Client fails to make payments to HZI in accordance with this Agreement, such failure shall be considered substantial breach and cause for termination or, at HZI’s option, cause for suspension of performance of services under this Agreement. If HZI elects to suspend services, HZI shall give seven days’ written notice to the Client before suspending services. In the event of a termination of this Agreement or suspension of services, HZI shall have no liability to the Client or any third party for delay or damage caused by or related in any way to the Client because of such suspension of services. Before resuming services, the Client shall pay HZI all sums due prior to suspension, interest at 1.5% per month and any expenses incurred in the interruption and resumption of HZI’s services. HZI’s fees for the remaining services and the time schedules shall be equitably adjusted.

If the Client suspends the Project, HZI shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, HZI shall be compensated for expenses incurred in the interruption and resumption of HZI’s services. HZI’s fees for the remaining services and the time schedules shall be equitably adjusted. If the Client suspends the Project for more than 90 cumulative days for reasons other than the fault of HZI, HZI may terminate this Agreement by giving not less than seven days’ written notice.

Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

9. ADDITIONAL SERVICES

Any services beyond those specified herein will be provided for separately under a mutually agreed upon written authorization from the Client including the additional Scope of Services, Additional Fees and revised Schedule.

10. GOVERNING LAW AND JURISDICTION

The laws of the State where the Project is located will govern the validity of this Agreement. Any action or proceeding arising from or pertaining to this Agreement shall be brought in a state or federal court of that State and in the county in which the Project is located. The parties shall not challenge the law to be applied, the venue or jurisdiction so long as such action or proceeding is brought in accordance and compliance with this Article 10.

11. HAZARDOUS MATERIALS--SUSPENSION OF SERVICES

Both parties acknowledge that HZI’s scope of services does not include any services related to the discovery of or presence of any hazardous or toxic materials. In the event HZI or any other party encounters any hazardous or toxic materials, or should it become known to HZI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of HZI’s services, HZI may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

12. CONSTRUCTION OBSERVATION

If Construction Phase Services are part of this Agreement, HZI shall visit the site at intervals agreed to in writing by the Client and HZI in order to observe the progress and quality of the portion of the Work that is the subject of this Agreement completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow HZI to become generally familiar with the Work in progress and to determine, in general, if the portion of the Work that is the subject of this Agreement is proceeding in accordance with the Contract Documents. Based on these general observations, HZI shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work.

If the Client desires more extensive project observation or fulltime project representation, the Client shall request that such services be provided by HZI as Additional Services in accordance with the terms of this Agreement. Whether periodic, more extensive or full-time project representation is provided, HZI shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. HZI shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. HZI does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations

13. JOBSITE SAFETY

Neither the HZI activities of HZI, nor the presence of HZI or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. HZI and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor.

The Client also agrees that the Client, HZI and HZI’s subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. The Client shall furnish to HZI certificates of insurance from the General Contractor evidencing the required coverage specified above. The certificates shall include a provision that HZI shall receive thirty (30) days minimum written notification in the event of cancellation, non-renewal or material change of coverage. Proof of such insurance in the form of a standard Accord certificate shall be sent to the Client and HZI prior to the General Contractor commencement of construction.

14. RIGHT TO RELY ON CLIENT-PROVIDED INFORMATION

Client shall be responsible for, and HZI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by or on behalf of Client or any of its other consultants to HZI. HZI may use such requirements, programs, instructions, reports, data, plans and information in performing or furnishing services under this Agreement. Any increased costs incurred by HZI due to changes in or the incorrectness of information provided by or on behalf of the Client or any of its other consultants shall be compensable to HZI as Additional Services.

15. COPYRIGHTS AND LICENSES

Prior to HZI providing to the Client any Instruments of Service in electronic form or the Client providing to HZI any electronic data for incorporation into the Instruments of Service, the Client and HZI shall by separate written agreement set forth the specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this Agreement.

HZI grants to the Client a nonexclusive revocable license to use HZI’s Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 6. HZI shall obtain similar nonexclusive temporary licenses from HZI’s subconsultants consistent with this Agreement. The license granted under this section permits the Client to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Client’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service subject to any protocols established solely and exclusively for use in performing services or construction for the Project.

In the event the Client uses the Instruments of Service for another project and without retaining the authors of the Instruments of Service, the Client releases HZI and HZI's consultant(s) from all claims and causes of action arising from such uses. The Client, to the extent permitted by law, further agrees to indemnify and hold harmless HZI and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Client's use of the Instruments of Service under this Section. The terms of this Section shall not apply if the Client rightfully terminates this Agreement for cause under Section 8.

Except for the licenses granted in this Article, no other license or right shall be deemed granted or implied under this Agreement. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to HZI and HZI's subconsultants.

16. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Client and HZI, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

17. ASSIGNMENT

Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by HZI as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

18. INSURANCE

HZI shall maintain the following insurance until termination of this Agreement EXCEPT HZI Liability as defined below:

- Commercial General Liability with policy limits of One Million Dollars ($1,000,000) for each occurrence and Two Million ($2,000,000) in the aggregate for bodily injury and property damage.
- Automobile Liability covering vehicles owned, and non-owned vehicles used by HZI with a policy limit of One Million Dollars (1,000,000) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.
- Workers' Compensation at statutory limits.
- Professional Liability covering negligent acts, errors and omissions in the performance of HZI services with a limit of One Million Dollars ($1,000,000) per claim and One Million Dollars ($1,000,000) in the aggregate. HZI shall maintain this professional liability insurance during the term of this Agreement and, if reasonably commercially available, for three (3) years after the Date of Substantial

Completion of the construction of the portion of the Work which is the subject of this Agreement.

- **Additional Insured Obligations.** To the fullest extent permitted by law, HZI shall cause the polices for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by HZI negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.
- If requested, HZI shall provide certificates of insurance to the Client that evidence compliance with the requirements in this Section 17.

19. COMPLANCE WITH LAWS

HZI shall exercise the reasonable standard of care to comply with requirements of all applicable codes, regulations, and current written interpretation thereof published and in force and effect prior to the issuance of the applicable construction permit. In the event of changes in such codes, regulations or interpretations during the course of the Project that were not and could not have been reasonably anticipated by HZI and which result in a substantive change to the construction documents, HZI shall not be held responsible for the resulting additional costs, fees or time, and shall be entitled to reasonable additional compensation for the time and expense of responding to such changes.

20. DISPUTE RESOLUTION

If any claim or dispute cannot be resolved between the Project Managers for the parties, or through negotiations between the chosen executives of each of the parties, then the parties shall attempt to resolve the dispute through non-binding mediation which shall be administered by the American Arbitration Association in accordance with the Construction Industry Mediation Procedures in effect on the date of this Agreement. The non-binding mediation process is agreed to be a condition precedent to the right of either party to initiate litigation as a means of resolving any dispute under this Agreement.

The costs and expenses of the Mediator shall be shared equally by the parties. If the matter has not been resolved utilizing the processes set forth above and the parties are unwilling to accept the non-binding decision of the Mediator, either or both parties may elect to pursue resolution through litigation. **IT IS FURTHER AGREED THAT ANY LEGAL ACTION BETWEEN THE CLIENT AND HZI ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES SHALL BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COURTS OF THE STATE AND COUNTY WHERE THE PROJECT IS LOCATED WITHOUT A JURY.**

21. CONFIDENTIALITY

HZI recognizes Client's interests in its confidential financial, programming, operational, and strategic information. Accordingly, Client will designate documents or transmittals of such information as confidential or proprietary and HZI shall segregate and not disclose such documents or transmittals or the specific content therein to any third parties except only as authorized by Client, required by law, for public health or safety, or after the information otherwise becomes publicly available through other sources.

22. USE OF SUBCONSULTANTS

HZI may employ such consultants, engineers, or other subcontractors (collectively, “Subconsultants”) as it deems necessary or advisable in the performance of its obligations hereunder; provided HZI must obtain Client’s prior written consent to the use of each Subconsultant, which consent shall not be unreasonably withheld. HZI will require each Subconsultant to be bound to HZI by the terms of this Agreement to the same extent that HZI is bound to Client.

23. THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or HZI. HZI’s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against HZI because of this Agreement or the performance or nonperformance of services hereunder. The Client and HZI agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

24. AUTHORITY TO EXECUTE THIS AGREEMENT:

In executing this Agreement, HZI and Client each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate authority to execute this Agreement, and perform the Services described herein.

25. COUNTERPARTS, ELECTRONIC SIGNATURES

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf” format data file or the like, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf” signature page were an original thereof.

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26. LIMITATION OF LIABILITY-
TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF HZI AND ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT, AND ANYONE CLAIMING THROUGH OR UNDER CLIENT, FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATING TO THIS PROJECT OR AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO TORT (INCLUDING NEGLIGENCE AND HZI ERRORS AND OMISSIONS), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY HZI.

VI. AUTHORIZATION:

Should this proposal meet with your approval and acceptance, please sign and return to our office by e-mail to rraab@huitt-zollars.com . We will schedule the above services as soon as we receive your authorization. If you have any questions about any aspect of this proposal, please do not hesitate to give us a call.

Sincerely,

HUITT-ZOLLARS, INC.

Ryan H. Raab, PE
Vice President, Proposal Manager

Thomas Ryan
Vice President, PIC

Accepted and Approved for
City of Prescott

_____
(Signature)

_____
(Name)

_____
(Title)

_____
(Date)

Attachment A

Hourly Rate Schedule

HUITT ZOLLARS

PHOENIX

2026
HOURLY RATE SHEET

Engineering

Principal	$300.00
QA Manager	$275.00
Sr. Project Manager	$250.00
Project Manager	$225.00
Sr. Civil Engineer	$210.00
Civil Engineer	$175.00
Sr. Structural Engineer	$210.00
Structural Engineer	$180.00
EIT	$140.00
Sr. Designer	$190.00
Designer	$140.00
Sr. CADD Technician	$145.00
CADD Technician	$110.00
Landscape Architect	$160.00

Construction

Construction Manager	$150.00
Construction Observer	$125.00
Resident Project Representative	$140.00
Sr. Project Representative	$155.00

Survey

Survey Manager	$270.00
Sr. Project Surveyor	$200.00
Project Surveyor	$140.00
Sr. Survey Technician	$155.00
Survey Technician	$140.00

Survey Crews

1-Person Survey Crew	$125.00
2-Person Survey Crew	$180.00
3-Person Survey Crew	$210.00

Administrative

Sr. Project Support	$125.00
Project Support	$100.00

Reimbursable Expenses

Outside Services	Cost + 10%
Outside Consultants	Cost + 10%
Mileage	Standard Business Mileage Rate

EXHIBIT "A"

**Subject to Annual Escalation

TO:	MAYOR AND CITY COUNCIL
AGENDA:	February 24 Voting Meeting
DATE:	February 24, 2026
DEPT:	Public Works
ITEM #:	7.E
SUBJECT:	Approval of City Contract No. 2026-173 with Carollo for Wastewater Treatment System Capacity Evaluation in an Amount Not to Exceed $125,020. Funding is Budgeted & Available in the Wastewater Fund.

ITEM SUMMARY

This item is to approve City Contract No. 2026-173 with Carollo for Wastewater Treatment System Evaluation in an amount not to exceed $125,020.

BACKGROUND

The City of Prescott relies on a hydraulic model of its wastewater collection system to demonstrate available capacity for new development and to meet Arizona Department of Environmental Quality (ADEQ) permitting requirements. Over time, actual wastewater flows, stormwater inflow patterns, and completed system improvements have diverged from the assumptions used in the original model. As a result, the City needs to update the model to reflect current measured flows, new development, revised projections, and reduced stormwater infiltration to more accurately assess remaining system capacity and future treatment demands.
The updated evaluation will also support long-range infrastructure planning by refining projections for when expansion of the Airport Water Reclamation Facility (WRF) and completion of conveyance pipelines will be required. These improvements are critical to ensuring the City can continue to serve growth while maintaining regulatory compliance and reliable wastewater treatment capacity.

The consultant will:

- Re-calibrate the collection system model using current dry-weather flows derived from billing data and measured plant inflows.
- Update wet-weather (storm inflow) assumptions to reflect system improvements and more recent storm data.
- Evaluate remaining pipe and system capacity under existing, wet-weather, and committed-development scenarios.
- Forecast annual wastewater flows through 2034 to determine when treatment and conveyance infrastructure must be expanded.
- Provide City staff with training to independently use the modeling tools for future capacity evaluations tied to development review.

The project is intended to provide a basis for capital planning and regulatory compliance by ensuring the City has an up-to-date and accurate understanding of wastewater collection and treatment capacity.

FINANCIAL IMPACT

Funding is budgeted and available in the Public Works Department FY26 Wastewater Fund.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2026-173

ATTACHMENTS

1. City Contract No. 2026-173_Carollo

PROFESSIONAL ENGINEERING AND DESIGN SERVICES AGREEMENT/CONTRACT

2026 Collection System Capacity Evaluation

Contract No. 2026-173

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 Carollo Engineers, Inc. (hereinafter referred to as "Professional"), has expertise in providing 2026 Collection System Capacity Evaluation services and is willing and able to provide professional services to the City for the project known and described as 2026 Collection System Capacity Evaluation Project, (hereinafter referred to as "Project").

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. 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 (e.g., 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

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 within three hundred sixty-five (365) Calendar Days from the Contract Execution Date. If a further or more detailed schedule is set forth in Exhibit A, the Professional shall strictly comply with said schedule and failure to do so, without the prior written agreement of the City, shall be a material breach of this Agreement. The Professional shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the City to timely respond to contractors or other parties involved in the Project, so as to not delay the Project.

B. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

C. The Professional has thirty (30) calendar days from final approval of all Services or submittals to submit the Professional's final invoice to the City for payment. The time allotted for in the Time of Completion; Term 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 One Hundred Twenty-Five Thousand, Twenty Dollars and Zero Cents ($125,020.00), 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 (e.g., 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.

3.6. INVOICES

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

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	Carollo Engineers, Inc.
201 N. Montezuma Street	PO Box 30835
Prescott, AZ 86301	Salt Lake City, Utah 84130-0835
contracts@prescott-az.gov	accountsreceivable@carrolo.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 February 24, 2026, 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 _____, 2026

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.

Carollo Engineers, Inc.

AUTHORIZED SIGNATURE (FULL NAME)

TITLE

EMAIL

DATE SIGNED

City of Prescott, a municipal corporation:

CATHEY RUSING, MAYOR

DATE SIGNED

ATTEST:

SARAH M. THORNHILL, CITY CLERK

DATE SIGNED

APPROVED AS TO FORM:

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

Exhibits List

A - Proposal_2026 Collection system Capacity Evaluation_02-13-2026

B - Proposal_2026_Collection_System_Capacity_Evaluation_Fee_02-13-2026

Exhibit A

Proposal_2026 Collection system Capacity Evaluation_02-13-2026

EXHIBIT A

City of Prescott 2026 Collection System Capacity Evaluation

SCOPE OF WORK

PROJECT PURPOSE

The purpose of this Scope of Work is to accomplish the following objectives:

1. The City of Prescott (OWNER) has used a wastewater collection system model to evaluate collection system capacity to obtain Arizona Department of Environmental Quality (ADEQ) approval using the "Capacity Assurance Form" to comply with AAC R18-9-E301(C)(1) as part of the Notice of Intent to Discharge (NOI) process for new developments. To evaluate capacity for future developments, the unit flows approved by ADEQ for future development are added to the actual flows of existing development in the collection system model. Actual flows are often less than ADEQ's unit flows, so periodically modeled flows need to be adjusted to actual wastewater flows. This flow adjustment will make it possible to more accurately predict remaining collection system capacity and wastewater treatment plant inflows.
2. The Prescott wastewater collection system model predicts stormwater inflows based on storm events that occurred prior to 2007 when the original collection system model was created. Since that time, collection system capacity improvements have been completed and progress has been made on reducing storm inflows into the collection system. These improvements have changed the magnitude and timing of stormwater inflows, so the stormwater flow predictions need to be updated in the model.
3. The OWNER needs to update the projected time that the Airport Water Reclamation WRF (WRF) needs to be expanded and the time when the pipelines conveying wastewater from the Sundog Wastewater Treatment Plant (WWTP) to the Airport WRF need to be completed. The timing of the Airport WRF expansion is expected to be before 2034.
4. OWNER's staff need additional training on the Aqua Twin sewer modeling software to complete collection system capacity evaluations to support new developments that will be coming into the City.

ENGINEER'S SERVICES

Task 1 - Update Collection System Dry Weather Flows

Carollo Engineers (ENGINEER) will obtain the latest copy of the water demands from the latest version of the Water Resource Management Module (WRMM) as updated by Herb Dishlip. These demands are expected to be the same ones used for the Water Resources Management Plan Phase 1 project. The WRMM has the City's current geocoded water demands derived from customer billing data. Future projected demands are also geocoded within each planned development and anticipated commercial area. The timing of future developments is also in the WRMM. Future demands are based on unit demands derived from the billing data for each land use category.

ENGINEER will meet with the OWNER via Teams as a part of monthly progress meetings defined in Task 7 to review the projected flows and the timing of development. If needed, adjustments to the timing of development will be made based on the OWNER's input. Flow projections will be developed on an annual basis from 2026 through 2034, which corresponds to the time window when the Airport WRF is expected to be expanded.

ENGINEER will apply a factor to adjust the potable water demands to estimate wastewater flows that align with current flows as measured at the Sundog WWTP and Airport WRF. wastewater return rates will be developed based on billed water use and WWTP/WRF inflows

The dry weather diurnal pattern for each treatment plant basin in the model will be developed based on inflows to the Sundog WWTP and Airport WRF from SCADA data and checked against the collection system flows measured in the 2023 Water and Wastewater Models Study.

Task 1 Deliverable

1. Dry weather flow projections from Task 1 will be documented in the Project Technical Memorandum (TM)

Task 2 - Update Collection System Wet Weather Flows

ENGINEER will review the historical storm inflow data into the Sundog WWTP and Airport WRF from 2023 to the present, including the major 2023 storm. A storm inflow profile will be created and applied to the model for the Sundog WWTP and Airport WRF using the same methodology that was used for the 2007 Wastewater Models study. The justification for revising the wet weather flows is that the OWNER has made significant improvements to the collection system since 2007, so the stormwater inflow pattern has changed.

Task 2 Deliverable

1. Wet weather flow projections from Task 2 will be documented in the Project TM.

Task 3 - Collection System Model Update and Analysis

The OWNER will provide the following two collection system models to the ENGINEER:

1. The Aqua Twin wastewater collection system model that is currently maintained by the OWNER's GIS department
2. The Innovyze model that is currently being used for capacity evaluations.

A single Aqua Twin wastewater model will be prepared that has information from both models in separate scenarios that will be used for capacity evaluations, as follows:

1. The latest GIS pipe data from the OWNER will be checked against the pipes in the current Aqua Twin model to verify that the pipes, manholes, lift stations and other facilities representing collection system components are current. New pipes will be added to the model, as required.

2. **2026 Dry Weather Scenario** - A 2026 dry weather model scenario will be created that has the updated dry weather wastewater flows prepared in Task 1.

3. **2026 Wet Weather Scenario** - A 2026 wet weather model scenario will be created that has the updated dry and wet weather wastewater flows prepared in Tasks 1 and 2.

4. **2026 Committed Flows Scenario** - A 2026 committed flows model scenario will be created that contains the committed flows in the Innovyze model that the OWNER is currently using to evaluate collection system capacity.

ENGINEER will collaborate with the OWNER to identify six locations to install temporary flow monitors at locations where critical pipes are at or near capacity. ENGINEER will coordinate the work of ADS Environmental (ADS). ENGINEER will take the field test data obtained either from flow monitoring completed by the OWNER or from the flow monitoring by ADS as described in Allowance 1 and prepare flow monitoring graphs of the field data to be used for model comparison. Graphs will also be prepared for flows into the WRFs.

The 2026 dry weather scenario model results will be compared with flow monitoring graphs to verify that the model predicted flows align with measured flows. Adjustments to flows and diurnal patterns in the model will be made to the 2026 Dry Weather Scenario so that the flows in this scenario represent 2026 flows.

ENGINEER previously prepared a spreadsheet template that uses the model output report to calculate the remaining pipe capacity. This spreadsheet will be used to calculate the remaining pipe capacity for pipes in each of the three scenarios. A map for each scenario will be prepared that shows the maximum depth/diameter (d/D) of pipes in the collection system. The tables of remaining capacity and d/D maps will be used to document the differences in predicted capacity between the three scenarios.

Task 3 Deliverables:

1. Updated Aqua Twin wastewater model that includes the scenarios used in Task 3.
2. Spreadsheet tables for each of the three 2026 model scenarios containing the available remaining capacity.
3. Maps showing the color-coded available pipe capacity expressed in terms of d/D.
4. Remaining pipe capacity spreadsheet template.

Task 4 - Water Reclamation Facility Expansion Timing

ENGINEER will prepare eight additional model scenarios, one for each year from 2027 through 2034 that will contain the projected flows from additional development for each year. ENGINEER will use the model to simulate dry weather flows into the two WRFs for each scenario. Then an additional eight scenarios will be created to simulate all the wastewater flow into the Airport WRF only.

ENGINEER will take the projected flows from each model scenario, convert the flows to maximum month values for evaluating treatment plant capacity and then determine when 80%, 90%, and 100% of plant capacity is reached for the following conditions:

1. Wastewater flows from the Sundog basin into the Sundog WWTP.
2. Wastewater Flows from the Airport basin into the Airport WRF.
3. Wastewater flows from the Sundog and Airport basins into the Airport WRF.

Based on the Arizona Department of Environmental Quality (ADEQ) rules, treatment plant expansion design needs to start when maximum month flows reach 80% of the plant capacity, and construction needs to start when flows reach 90% of the plant capacity so that the expanded plant can be online when the additional capacity is required.

Wastewater flows from the Sundog WWTP to the Airport WRF will go through pipes that have been previously planned and partially constructed. These pipelines will need to be constructed by the time wastewater flows from the Sundog WWTP need to go to the Airport WRF. ENGINEER will prepare a

recommendation for the year that design and construction of the Airport WRF will need to start, along with the pipelines between Sundog and Airport so that wastewater generated by the OWNER can be treated at the Airport WRF. The timing will be based on the following assumptions:

1. The Hassayampa WRF is offline when maximum flows occur.
2. The OWNER's long-term goal is to reduce the amount of stormwater that infiltrates into the collection system, so the plant expansion will be based on dry weather flows.

ENGINEER will participate with the OWNER in an in-person monthly progress meeting to review the results of Task 4.

Task 4 Deliverables:

1. A recommendation for when the Airport WRF needs to be expanded and a justification for this timing will be included in the Project TM.
2. Wastewater flow monitoring reports provided by flow monitoring vendor.

Task 5 - Model Training.

ENGINEER will prepare for and provide two six-hour days of AquaTwin sewer training for up to six City staff. The training will cover use of the modeling software and problem solving using the model including the steps needed to evaluate available collection system capacity for planning new growth. A PowerPoint presentation will be prepared to contain the training materials.

Task 5 Deliverables:

1. Modeling software training
2. Model training materials

Task 6 - Prepare Technical Memorandum

ENGINEER will prepare a draft Technical Memorandum (TM) containing the results of the work completed in Tasks 1 through 4, including recommendations for the Airport WRF expansion. The TM will include tables, figures, and maps needed to effectively communicate the engineering-based recommendations in the Project. These maps will include d/D maps that show pipe capacity. ENGINEER will provide a draft copy of the TM to the OWNER for review and comment. The ENGINEER and OWNER will meet via Teams as part of the monthly progress meetings to review comments on the draft TM.

ENGINEER will finalize the TM once feedback has been received from the OWNER.

Task 6 Deliverables:

1. Draft Project TM
2. Final Project TM

Task 7 - Project Management

ENGINEER will perform general administrative duties associated with the project, including progress monitoring, scheduling, general correspondence, office administration and invoicing. This activity also includes maintaining required communication with the OWNER to execute work in accordance with the scope, budget, and schedule.

ENGINEER will prepare and submit monthly progress reports to the OWNER with invoices. Progress reports will briefly summarize the progress of work tasks and a list of "help needed" or unresolved issues. ENGINEER will maintain an "action item list" identifying items to be resolved.

Meetings with the OWNER will include an initial kick-off meeting and four monthly progress meetings via Teams, assumed to last approximately one hour. One in-person progress meeting is planned to review the results of Task 4. Agendas and meeting notes will be prepared for each meeting.

Task 7 Deliverables:

1. Meeting agendas
2. Meeting minutes
3. Monthly status reports

Allowance 1 - Wastewater Flow Monitoring

Allowance 1 consists of conducting wastewater flow monitoring to measure flows and water level at locations where the 2026 committed development model scenario predicts capacity limitations. ADS Environmental (ADS) will conduct flow monitoring with locations agreed upon with the OWNER and the ENGINEER. Flow monitoring will be conducted at 6 locations where pipe capacity limitations could occur. The attached scope and fee from ADS defines the scope and cost for the flow monitoring services. ENGINEER will take the field-testing results and use the information for Task 3.

Allowance 2 – Additional Traffic Control

This allowance covers additional traffic control costs beyond the traffic control that would be provided by ADS as described in the scope and fee from ADS. ENGINEER obtained cost estimates from AWP, Inc., and Road Safe Traffic Systems, Inc. to determine an upper budgetary limit for traffic control. Depending on the flow monitoring locations, this allowance may not be required, particularly if flow monitoring locations can be identified that are not in intersections.

ASSUMPTIONS

1. Field work, surveying, or site visits will not be undertaken except by ADS and the traffic control subcontractor.
2. Recommendations for infrastructure will be based upon readily available information from previous studies including the 2023 Models Study and studies by others as provided by the OWNER.
3. OWNER will provide current Geographic Information System (GIS) data for the wastewater system, along with additional available data to complete the project. This includes, but is not limited to, land-based information, parcels, planning boundaries, streets, land use, and developments. ENGINEER shall be entitled to use and reasonably rely upon all such information and services provided by the OWNER or others in performing ENGINEER's services hereunder.
4. OWNER will provide reports or documents needed to complete the Project.
5. OWNER will provide relevant drawings, design reports, plant operating data, SCADA data, and currently planned improvements to ENGINEER to assist in completing the study.
6. The services to be performed by ENGINEER are intended solely for the benefit of the OWNER. No person or entity not a signatory to this Task Order shall be entitled to rely on ENGINEER's performance of its services hereunder, and no right to assert a claim against ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party because of this agreement or the performance of ENGINEER's services hereunder.

TIME OF PERFORMANCE

The project is expected to take six months to complete following the authorization to proceed.

PAYMENT

The lump sum engineering services fee for this project is $81,320 including travel and subsistence expenses for training and one trip to Prescott for a progress meeting. Two allowances for fieldwork as authorized by the OWNER will be billed as lump sums with a total of $43,700. The total lump sum project fee is $125,020. ENGINEER will invoice the OWNER monthly for the percentage of work completed in that month. Exhibit B contains the level of effort and hourly rates upon which the fee is based.

Exhibit B

Proposal_2026_Collection_System_Capacity_Evaluation_Fee_02-13-2026

City of Prescott
2026 Collection System Capacity Evaluation
Estimate of Effort and Cost
February 13, 2026

Tasks	Carollo Labor Hours					Total Labor Hours and Cost Per Task	Travel and Subsistence Expenses	Fee per Task
	Project Principal, Quality Management	Project Manager	Hydraulic Modeling Engineer	GIS Technician, Staff Engineer	Clerical			
Task 1 - Update collection system dry weather flows	1	4	24	8		37		$ 6,790
Task 2 - Update wet weather flows	1	4	16			21		$ 4,150
Task 3 - Collection system model update and analysis	1	12	120	12		145		$ 25,690
Task 4 - Water reclamation facility expansion timing	1	8	80	8		97		$ 17,230
Task 5 - Model training		2	28			30	500	$ 5,220
Task 6 - Prepare technical memorandum	4	16	24	8	8	60		$ 12,360
Task 7 - Project management including meetings	4	20	16		0	40		$ 9,880
Hourly Total	**12**	**66**	**308**	**36**	**8**	**430**		**430**
Sub-Total Carollo Labor Cost	**$3,720**	**$19,800**	**$50,820**	**$5,940**	**$1,040**	**$81,320**		**$ 81,320**
TOTAL CAROLLO LABOR HOURS	**12**	**66**	**308**	**36**	**8**	**430**		**430**
Portion of Manhour Cost per Classification	**5%**	**24%**	**62%**	**7%**	**1%**			
Rate per Classification	$310	$300	$165	$165	$130			
Total Carollo Labor Cost per Classification	**$3,720**	**$19,800**	**$50,820**	**$5,940**	**$1,040**			

TOTAL LUMP SUM LABOR COST	**$81,320**

Allowances:		Cost
Allowance 1 - Flow monitoring and analysis	$	38,700
Allowance 2 - Additional traffic control for flow monitoring	$	5,000
Allowances Total	**$**	**43,700**

	$125,020

TO:	MAYOR AND CITY COUNCIL
AGENDA:	February 24 Voting Meeting
DATE:	February 24, 2026
DEPT:	Legal
ITEM #:	8.A
SUBJECT:	Approval of Multiple Items Related to the City of Prescott's Lease of the Rodeo/Fairgrounds to Prescott Frontier Days, Inc. as Follows: 1) Adoption of Resolution No. 2026-1974 Regarding the Inapplicability of Resolution No. 2023-1861 to any Amendment to an Existing Lease of City-Owned Property (City Contract No. 2017-020) to Prescott Frontier Days, Inc., More Commonly Known as the Yavapai County Fairgrounds and/or Prescott Rodeo Grounds.; and 2) Adoption of Ordinance No. 2026-1934 Approving City Contract No. 2017-020A1, an Amendment to City Contract No. 2017-020 a Lease Agreement Between the City of Prescott and Prescott Frontier Days, Inc. for the Rodeo/Fairgrounds. **AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING AN AMENDMENT TO LEASE AGREEMENT (CITY CONTRACT NO. 2017-020A1) BETWEEN THE CITY OF PRESCOTT AND PRESCOTT FRONTIER DAYS, INC. FOR THE PRESCOTT RODEO GROUNDS; AND AUTHORIZING MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAME**

ITEM SUMMARY

This item is for approval of multiple items related to the city's lease of the Rodeo/Fairgrounds, the first of which is adoption of a resolution to clarify that the previously adopted Resolution No. 2023-1861 does not apply to lease amendments, but only to new leases of the Prescott Fairgrounds/Rodeo Grounds and the second of which is adoption of an Ordinance approving an amendment to the existing lease agreement between the City and Prescott Frontier Days to increase the rent amount and clarify the relationship between the Parties on certain key issues.

BACKGROUND

Resolution Adoption:

Following a citizen petition, the Council voted to approve Resolution 2023-1861, which requires that "prior to voting upon any lease of the city-owned realty known as the Rodeo Grounds, the City shall require a public comment period of no less than sixty (60) days following the first City Council public meeting discussion to consider such lease, and during that comment period, the City shall conduct two (2) duly noticed public hearings."

While that resolution relates to approval of a lease, the resolution is unclear as to whether the comment period should apply to lease modifications. This Resolution 2026-1974 clarifies that the

notice and comment period requirement does not apply to amendments of the currently existing lease, but rather, shall apply only to new or redrafted leases of the Rodeo Grounds property.

Ordinance Adoption & Lease Amendment:

The City entered into a lease agreement on July 12, 2016, with Prescott Frontier Days, Inc to lease the property known as the Prescott Rodeo Grounds/Fairgrounds. Both the City and PFD have discussed amending the lease for almost five years due to concerns that PFD's obligations in the lease are not definite enough to meet the requirements of the Arizona Gift Clause. The initial approval of the lease focused, at least in part, on the importance of the World's Oldest Rodeo to both the cultural and economic health of the City as well as PFD's management of both the Rodeo Grounds and the World's Oldest Rodeo. The City has received exactly what it bargained for, but subsequent caselaw indicates that the City must also receive a direct monetary benefit from the lease.

As the parties began renegotiating the lease, additional issues relating to possible zoning changes and the creation of a Rodeo Grounds Master Plan arose. At that time, City Council directed staff to postpone lease renegotiation until completion of the Master Plan. However, with the City's allocation of significant funds from the State and its inherent obligation to invest such funds into the Rodeo Grounds, Council felt an intermediate amendment to the Lease was warranted, with further negotiations to occur following completion of the Master Plan. This Lease Amendment addresses immediate concerns and obligates the Parties to continue negotiations following the Master Plan, whilst providing necessary clarity as to the relationship between the Parties.

FINANCIAL IMPACT

The lease will establish a $2,500.00 per month rent to be paid quarterly commencing on April 1, 2026. In addition, the lease amendment requires PFD to contribute a minimum of $150,000.00 to the operation and management of events. The City has received $15.3 Million from the State to invest in the premises.

RECOMMENDED ACTION

1) MOVE to adopt Resolution No. 2026-1974; and 2) MOVE to adopt Ordinance No. 2026-1934

ATTACHMENTS

1. Resolution No. 2026-1974_Rodeo Grounds Lease Agreements
2. Ordinance No. 2026-1934_Rodeo Lease Amendment
3. 2026 - Rodeo Lease Amendment
4. Rodeo Lease Amendment Presentation

RESOLUTION NO. 2026-1974

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, REGARDING THE INAPPLICABILITY OF RESOLUTION NO. 2023-1861 TO ANY AMENDMENT TO AN EXISTING LEASE OF CITY-OWNED PROPERTY (CITY CONTRACT NO. 2017-020) TO PRESCOTT FRONTIER DAYS, INC., MORE COMMONLY KNOWN AS THE YAVAPAI COUNTY FAIRGROUNDS AND/OR PRESCOTT RODEO GROUNDS

RECITALS:

WHEREAS, on July 12, 2016, the City of Prescott entered into a Lease Agreement of City-owned property to Prescott Frontier Days, Inc. (PFD), through City Contract Number 2017-020; and

WHEREAS, on July 11, 2023, the City Council of the City of Prescott adopted Resolution Number 2023-1861 which set forth a master planning and hearing process for the Prescott Rodeo Grounds and any new lease regarding the use of this City-owned property by PFD; and

WHEREAS, Section 4 of Resolution Number 2023-1861 provides, “that prior to voting upon any lease of the city-owned realty known as the Rodeo Grounds, the city may solicit proposals for preparation of a master plan for the Rodeo Ground (the “Master Plan”) to explore and realize economic development of the highest and best uses of the Rodeo Grounds complementary to use of the premises by PFD under this Lease. The city shall invite PFD to participate in the Master Plan process”; and

WHEREAS, Section 5 of Resolution Number 2023-1861 provides, “that prior to voting upon any lease of the city-owned property known as the Rodeo Grounds, the city shall require a public comment period of no less than sixty (60) days following the first City Council public meeting discussion to consider such lease, and during that comment period, the City shall conduct two (2) duly noticed public hearings”; and

WHEREAS, the Prescott City Council finds that Sections 4 and 5 of Resolution Number 2023-1861 do not apply to the existing Lease that the City has with the Prescott Rodeo Grounds (City Contract No. 2017-020), and therefore, the solicitation of proposals for master planning the rodeo grounds, the sixty (60) day comment period and two (2) public hearings are inapplicable to any amendments to the existing Lease.

ENACTMENTS:

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

SECTION 1. THAT, Sections 4 and 5 of Resolution Number 2023-1861, which require the solicitation of proposals for master planning the rodeo grounds, the sixty (60)

day public comment period and two (2) public hearings, do not apply to any amendments the City may wish to make to the current existing Lease relating to the Prescott Rodeo Grounds (City Contract No. 2017-020) and specifically to City Contract No. 2017-020(A)1.

PASSED, APPROVED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, this ____ day of _____, 2026.

_____
CATHEY RUSING, 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. 2026-1974 is a true, correct and accurate copy of Resolution No. 2026-1974, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the __ day of _____, 2026, 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 _____, 2026.

Seal _____

ORDINANCE NO. 2026-1934

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING AN AMENDMENT TO LEASE AGREEMENT (CITY CONTRACT NO. 2017-020A1) BETWEEN THE CITY OF PRESCOTT AND PRESCOTT FRONTIER DAYS, INC. FOR THE PRESCOTT RODEO GROUNDS; AND AUTHORIZING MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAME

RECITALS:

WHEREAS, the City of Prescott ("City"), entered into a Lease Agreement with Prescott Frontier Days, Inc. ("PFD") with respect to certain property known as the Prescott Rodeo Grounds/Fairgrounds, located in Prescott, Arizona, 840 Rodeo Drive, Suite D, on July 12, 2016,; and,

WHEREAS, both parties desire to amend the Lease; and,

WHEREAS, it is in the best interest of the City of Prescott to enter into an Amended Lease Agreement (2017-020A1) with Prescott Frontier Days, Inc. with respect to certain property known as the Prescott Rodeo Grounds/Fairgrounds.

ENACTMENTS:

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

SECTION 1. THAT the Amended Lease Agreement between City of Prescott and Prescott Frontier Days, Inc. (2017-020A1) is hereby approved and adopted by the City Council.

SECTION 2. THAT the Mayor and staff are hereby authorized to sign this Ordinance and approve the lease amendment (2017-020A1), and to effectuate the terms on behalf of the City of Prescott.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott this ____ day of February, 2026.

_____
CATHEY RUSING, Mayor

ATTEST:

SARAH M. THORNHILL, City Clerk

APPROVED AS TO FORM:

JOSEPH D YOUNG, City Attorney

CERTIFICATION OF RECORDING OFFICER

STATE OF ARIZONA)
County of Yavapai) ss.

I, the undersigned Sarah M. Thornhill, being the duly appointed, qualified City Clerk of the City of Prescott, Yavapai County, Arizona, certify that the foregoing Ordinance No. 2026-XXXX is a true, correct and accurate copy of Ordinance No. 2026-XXXX, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____day of _____ 2026, 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 _____, 2026.

Seal

_____
City Clerk

City Contract 2017-020(A)1

Amendment to LEASE AGREEMENT

This Amendment to the above referenced City Contract is entered into by and between the City of Prescott, (the "City") and Prescott Frontier Days, Inc., an Arizona not for profit 501c(4) Corporation (the "PFD"), with reference to the following facts:

Whereas, the City and PFD entered into that certain Lease, dated July 12, 2016 with respect to certain property known as the Prescott Rodeo Grounds/Fairgrounds, (See Exhibit A) located in Prescott, Arizona, 840 Rodeo Drive, Suite D, and known as City Contract 2017-020 (the "Agreement"); and

Whereas, the parties have acted in mutual benefit to one another for years to ensure the Premises has been managed and maintained appropriately and to ensure the ongoing viability of certain touchstone cultural events for Prescott Citizens, including the World's Oldest Rodeo, the Yavapai County Fair and others ("Events"); and

Whereas, PFD has invested in excess of Four Million Dollars ($4,000,000.00) into the Premises and in the management of both the Premises and the Events; and

Whereas, the Events contribute significantly to the cultural and economic well-being of the City and its residents, including resulting in increased revenue to the City; and

Whereas, the Premises is in desperate need of substantial investment by the City to ensure the long-term viability of the Premises and the continued viability of the Events; and

Whereas, the City has received $15.3 Million from the State to invest in the Premises (see Exhibit C, State Appropriation language); and

Whereas, the City and PFD could receive additional funds for capital improvements from government and private entities, and said funds will be used in accordance with accompanying guidelines; and

Whereas, the Parties wish to amend the Agreement to clarify the relationship between the parties and to ensure adequate consideration for the leased premises; and

Whereas, the City originally purchased the Premises from Yavapai County with the intent of preserving the World's Oldest Rodeo at the Premises in perpetuity; and

Whereas, the City is in the process of developing a Master Plan for the Premises which may result in numerous changes to the Premises and to the contractual relationship which will necessitate further contract amendments; and

Whereas, the Parties were previously engaged in negotiations to redraft the Agreement, but such negotiations were suspended by the City Council pending completion of the Master Plan; and

Whereas, the Parties have thus decided to amend certain critical elements of the Agreement as detailed below while continuing to engage in discussions of a re-drafted lease following completion of the Master Plan.

Now Therefore, for the reasons stated in the recitals above, the Parties agree to amend the Agreement as follows:

1. Paragraph 6 of the Agreement is removed in its entirety and replaced with the following:

Master Plan. The City, with input from PFD and other interested parties will prepare a masterplan for the Premises ("Master Plan"). The Parties hereby agree that the City shall have the right to amend the Agreement, except the Lease term, to reflect the Master Plan and any public-private partnership or other City development; provided, however, that such amendment shall not impede PFD from operating the Rodeo as the lessee of the Premises. Nothing herein shall preclude the Parties from amending the Agreement to provide for changes to the facilities leased by PFD, as long as operation of the Rodeo or other events produced or otherwise authorized by PFD is not adversely affected.

2. Paragraph 10 of the Agreement is removed in its entirety and replaced with the following:

Alterations and Improvements. The Parties agree that PFD has invested in excess of Four Million Dollars (see Exhibit B) into the maintenance and improvement of the Premises, and that the current state of the Premises is materially improved since the Agreement was initially entered in 2017. Nonetheless, the Premises is in desperate need of repair and improvement in order to best serve users of the Premises, neighboring properties, and the continued viability of the World's Oldest Rodeo. To that end, the City agrees to invest $15.3 Million appropriated by the State of Arizona to the City (Exhibit C) into upgrading and improving existing buildings and infrastructure, and in furtherance of any new construction that may be approved as part of the Master Plan as described in Paragraph 6. This obligation shall be in full force and effect as long as the State's grant of $15.3 Million remains available. The City may make additional improvements, if deemed necessary, in the sole discretion of the City. PFD may make other alterations and improvements as it may deem necessary or desirable except as otherwise provided in the Agreement or written amendments hereto, and provided such alterations or improvements are consistent with the Master Plan described in Paragraph 6. Prior to undertaking any alterations or improvements within the Premises, PFD shall submit plans and specifications in a form acceptable to City for review and written approval, and shall also comply with all other applicable statutes, rules, ordinances, and regulations governing such alterations or improvements. No work shall be commenced by PFD unless required written approvals have been obtained.

3. Paragraph 22 of the Agreement shall be amended to include the following addresses for notices to each party:

To PFD:

Prescott Frontier Days
Prescott Frontier Days Rodeo Grounds

840 Rodeo Drive, Suite D
Prescott, AZ 86302

To the City:

City Manager
City of Prescott
201 N. Montezuma
Prescott, AZ 86301

4. Paragraph 2 of the Agreement shall be amended to add a new provision as Paragraph 2(e) as follows:

e. PFD shall pay rent in the amount of $2,500.00 per month, to be paid quarterly commencing on April 1, 2026 and paid the first day of the month following the conclusion of each quarter (i.e. Second quarter payment due July 1, Third quarter payment due October 1, etc.). This amount was agreed upon in light of the management and maintenance costs to maintain the Premises and manage ongoing operations and the Events (see Exhibit B). Additionally, PFD shall contribute a minimum of $150,000 to the operations and management of the Premises and Events.

5. All remaining provisions of the Agreement shall remain in full force and effect. However, the Parties agree that within 90 days from the adoption of the Master Plan described in Paragraph 6 of the Agreement, the Parties shall present an updated and redrafted version of the Agreement to their governing bodies. The new Agreement shall be consistent with the Master Plan, consider the contributions made to the Premises and Events by each Party, and consider a revenue sharing component following a review of applicable law.

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

LESSOR: _____
CITY OF PRESCOTT
Cathey Rusing, Mayor

LESSEE: _____
Prescott Frontier Days
By: Kymberli D. Lopez

Its: President

ATTEST:

Sarah Thornhill
City Clerk

APPROVED AS TO FORM:

Joseph D. Young
City Attorney

EXHIBIT A

Map of Premises

FAIR ST
FAIR ST
FAIR ST
GAIL GARDNER WAY
OSBURN ST
RODEO DR
SCHEMMER DR
West Restrooms
600 sq.f.
Parcel 9
Except area used
by others (Chamber of
Commerce, PDP, City)
Parcel 1
105086 sq.f.
Barn B Stalls - 4140 sq.f.
Barn B 11545 sq.f.
West Guardstation
54 sq.f.
4H (U of A Extension)
3538 sq.f.
Parcel 8
Mackin Building
& Restrooms
10844 sq.f.
(Upper & Lower)
Secretary Office
396 sq.f.
Sign Trailer
320 sq.f.
Justin Building
1400 sq.f.
Rodeo Announcer
Stand
616 sq.f.
Parcel 2
235446 sq.f.
Auto Club
2700 sq.f.
Ticket Building
924 sq.f.
Parcel 3
12814 sq.f.
Grandstand Building
40500 sq.f.
Parcel 7
67337 sq.f.
Barn A - 12729 sq.f.
Doc Pardee Building
1224 sq.f. - Parcel 5
ADA Parking
7918 sq.f.
Danny Freeman Building
4111 sq.f. - Parcel 6
Pritchard
Building
4183 sq.f.
Parcel 4
28031 sq.f.
Headstart
48421 sq.f.
Open Space -
42± acres
Rodeo Grounds
and Buildings
Buildings
Headstart
Rodeo Parcels
ADA Parking
City Owned Parcels
Open Space
Trails

EXHIBIT B

PFD Facilities Expenses

Prescott Frontier Days Facilities related expenses 2021-2025							
2025			**2024**			**2023**	
Arena Maintenance & Repair	$468		Arena Maintenance & Repair	$562		Arena Maintenance & Repair	$8,221
Facility Maintenance & Repair	$17,992		Facility Maintenance & Repair	$40,464		Facility Maintenance & Repair	$26,548
Equipment Rental Expenses for Facilities Management	$41,780		Equipment Rental Expenses	$34,927		Equipment Rental Expenses	$19,947
Utilities	$112,736		Utilities	$97,519		Utilities	$99,451
Contract Labor for Facility Improvements and Repairs	$52,865		Contract Labor	$36,647		Contract Labor	$39,920
Janitorial Expense	$39,208		Janitorial Expense	$45,061		Janitorial Expense	$54,396
Payroll for Facilities Management	$216,714		Payroll	$154,660		Payroll	$144,726
In Kind Expense	$62,500		In Kind Expense	$84,855		In Kind Expense	$83,592
Bioswell Expense	$		Bioswell Expense	$		Bioswell Expense	$
Annual Fire Inspection	$		Annual Fire Inspection	$		Annual Fire Inspection	$
TOTAL EXPENSES	$544,263		TOTAL EXPENSES	$494,695		TOTAL EXPENSES	$476,800
2022			**2021**				
Arena Maintenance & Repair	$13,136		Arena Maintenance & Repair	$14,313			
Facility Maintenance & Repair	$50,891		Facility Maintenance & Repair	$28,189			
Equipment Rental Expenses	$36,207		Equipment Rental Expenses	$8,415			
Utilities	$94,231		Utilities	$77,232			
Contract Labor	$23,418		Contract Labor	$0			
Janitorial Expense	$46,940		Janitorial Expense	$26,960			
Payroll	$143,619		Payroll	$102,105			
In Kind Expense	$60,430		In Kind Expense	$39,810			
Bioswell Expense	$		Bioswell Expense	$			
Annual Fire Inspection	$		Annual Fire Inspection	$			
TOTAL EXPENSES	$468,870		TOTAL EXPENSES	$297,024			

EXHIBIT C

Arizona State Appropriation Language

SB1735

Sec. 121. Appropriation; state treasurer; Prescott rodeo grounds

The state treasurer shall distribute the monies appropriated pursuant to Laws 2023, chapter 133, section 118, paragraph 2 to the city of Prescott to improve and refurbish the rodeo grounds owned by the city. The monies shall be promptly spent to promote use of the rodeo grounds, including landscaping, hardscaping, drainage and the replacement, improvement and increased capacity of aging water and sewer infrastructure, for upgrades to the main arena sound system and bleacher seating, for construction of new restroom facilities to accommodate large crowds during events and for other site improvements that support the economic and tourism activity generated by the year-round use of the rodeo grounds for rodeo, equine, and related events.

CITY OF PRESCOTT
ARIZONA

Rodeo Grounds Lease

Amendment

City Contract 2017-020(A)1

- Approved July 12, 2016
- Includes a 25 year term with a 5 year extension
- Requires Prescott Frontier Days to manage the property, hold the Worlds Oldest Rodeo, and perform other responsibilities related to the property and events
- Does not include monetary rent
- Was subject to renegotiation given City's concerns with the Gift Clause
- Negotiations were suspended pending resolution of several other issues, including potential zoning changes and the creation of a Master Plan
- With pending improvements needed and state appropriations, the Parties have agreed to an amendment now, while continuing to address other issues following completion of the Master Plan

Resolution 2026-1974

Based on a citizen petition, on July 11, 2023, the City Council passed Resolution 2023-1861, requiring a public comment period and certain hearings before approving a new lease for the Rodeo Grounds.

This Resolution clarifies that the public comment and hearing requirements apply to new leases, and not to an amendment to the current lease.

Lease Amendment Terms

Paragraph 6 Amended

Clarifies that the City will be responsible for, and in control of the master plan process.

Paragraph 10

Clarifies that the City may invest in the Rodeo Grounds property, including the $15.3 Million state appropriations.

Rent Amount

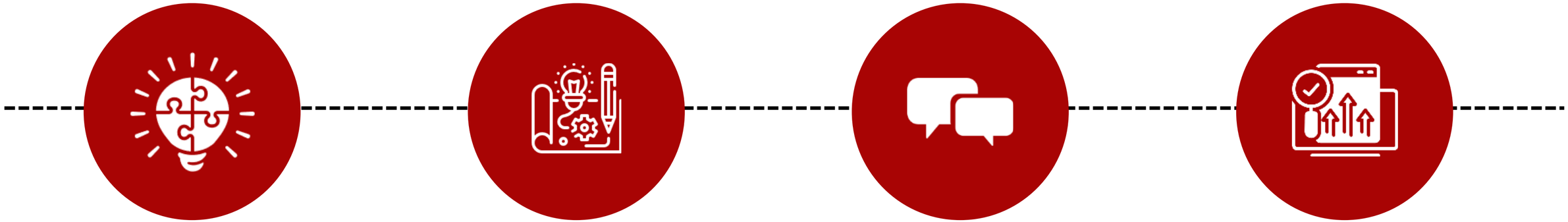
In addition to property management responsibilities, PFD will pay $2,500 a month in rent, and contribute at least $150,000 per year to management costs of the grounds and events.

Further Negotiations

Parties agree to negotiate a new lease within 90 days following Council’s approval of a Master Plan.

Lease Amendment Process

This lease amendment addresses the most critical issues with the current lease while the Parties continue through the Master Plan Process and negotiate a more permanent solution.



Amendment

Master Plan

Discussion, Property Valuation, Management Cost Review

Renegotiated Lease

CITY OF PRESCOTT
ARIZONA

Thank You

TO:	MAYOR AND CITY COUNCIL
AGENDA:	February 24 Voting Meeting
DATE:	February 24, 2026
DEPT:	Facilities
ITEM #:	8.B
SUBJECT:	Approval of Multiple Contracts for Improvements at Prescott Rodeo Grounds as Follows: 1) City Contract No. 2026-149A1, an Amendment to City Contract No. 2026-149 with Ridgeline Builders LLC in the Amount of $1,548,680.68 Using City of Prescott Job Order Contracting for Improvements to the Arena Grandstand Bleachers, Arena Speaker System & Rodeo Drive Monument Landscaping; and 2) City Contract No. 2024-174A3, an Amendment to City Contract No. 2024-174 with HACI Services LLC for the Replacement of HVAC Units in the Amount of $92,606.92 using 1GPA Contract 22-14PFV-02-E3. Funding is Available in the Grants Fund.

ITEM SUMMARY

This item is for the approval of multiple contracts related to improvements at the Prescott Rodeo Grounds as follows: 1) City Contract No. 2026-149A1, an Amendment to City Contract No. 2026-149 with Ridgeline Builders LLC.; and 2) City Contract No. 2024-174A3, an Amendment to City Contract No. 2024-174 with HACI Services LLC.

BACKGROUND

City Contract No. 2026-149A1 (Ridgeline Builders):

During the October 14, 2025 Study Session, City Council was presented with a list of needed and recommended improvements at the Prescott Rodeo Grounds. As part of those improvements, City staff coordinated with Ridgline Builders LLC. who worked on a comprehensive plan for the improvements at the Rodeo Grounds The proposed work focuses on public safety, structural upgrades, accessibility, and modernization of spectator amenities while preserving the historic character of the facility.

The project includes three primary components:

Arena Grandstand Bleachers:

This portion of the project involves the complete demolition and replacement of the existing bleacher seating system. Work includes removal of existing bleachers, handrails, and unusable concrete; installation of new concrete bleacher supports modeled after the existing historic design; installation of recycled plastic lumber seating in red, white, and blue; new safety handrails; safety striping; seating identification tags; and full installation of all hardware and materials.

Arena Speaker System:

Improvements include new electrical distribution to support an upgraded audio system, installation of speaker hanger brackets mounted to existing roof purlins, and a new professional-grade arena audio system provided through a subcontractor. These upgrades are intended to improve sound quality and communication during events.

Rodeo Drive Monument Landscaping:
The proposal also includes a complete monument landscaping installation featuring the horse statue with site preparation and grading, retaining walls, granite boulders and stone features, systems, underground electrical utilities, planting of trees and accent landscaping, and final site cleanup.

The total cost for all improvements is $1,548,680.68.

City Contract No. 2024-174A3 (HACI Services LLC):

During the October 14, 2025 Study Session, City Council was presented with a list of needed and recommended improvements at the Prescott Rodeo Grounds. As part of those improvements, City staff coordinated with HACI Services LLC to replace the HVAC units serving the Freeman and Doc Pardee buildings. The initial cost estimate for this work was approximately $250,000. Through collaboration with the vendor, the final cost to replace five HVAC units was reduced to $92,606.92.

All five units are 20 years old or older, have sustained damage from previous storm events, and are no longer operating efficiently. The replacement units include added storm-protection features, such as hail guards, and meet all current energy-efficiency and compliance requirements.

FINANCIAL IMPACT

Funding for both of these contracts is available utilizing the $15.3 million grant from the State of Arizona accounted for in the Grant Fund.

RECOMMENDED ACTION

1) MOVE to approve City Contract No. 2026-149A1; and 2) MOVE to approve City Contract No. 2024-174A3

ATTACHMENTS

1. City Contract No. 2026-149A1
2. City Contract No. 2024-174A3

Contract Amendment No. One (1)
Prescott Rodeo Grounds Improvements
Contractor: Ridgeline Builders, LLC
Contract No: 2026-149A1
Account No(s): 2506613-8930-26610
February 24, 2026

Purpose of Amendment:

To award One Million, Five Hundred Forty-Eight Thousand, Six Hundred Eighty Dollars and Sixty-Eight Cents ($1,548,680.68) for the Prescott Rodeo Grounds Improvements project per the terms, conditions and amount quoted in the project specifications and quote attached.

Summary of Changes:

Description	*Contract Amount*
Total Contract Available for FY2026	$4,000,000.00
Amendment 1: Prescott Rodeo Grounds Improvements	$1, 548,680.68
Total Amount Remaining for other Projects in Fiscal Year 2026	$2,451,391.32

Amended Contract Expiration Date: June 30, 2027

Original Contract Expiration Date: June 30, 2030

This contract amendment is only for the amount per the quote attached.

All other terms of the original JOC contract remain the same.

SCOPE OF WORK

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

Unless otherwise specified in the Project Special Provisions (attached), the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary

construction of every nature, and incidentals, but not limited to, dust and traffic control measures, and to perform all work involved in executing the Contract in a satisfactory and workmanlike manner within the specified time.

PROJECT SCHEDULE

The Contractor shall fully complete all work under this Contract within three hundred sixty five (365) calendar days beginning with the calendar day as noted in the Notice to Proceed. The Contractor shall at all times during the continuance of the Contract prosecute the work with such work force and equipment as is sufficient to complete the project within the time specified.

LIQUIDATED DAMAGES

All time limits stated in the Contract Documents are of the essence and should the Contractor fail to complete the work required to be done on or before the time of completion as set forth in these Contract Documents, including any authorized extension of time, it is mutually agreed and understood by and between the parties that the public will suffer great damages; that such damages, from the nature of the project, will be extremely difficult and impractical to fix; that the parties hereto wish to fix the amount of said damages in advance; and that the sum of $710.00 per day for each and every day's delay in completion and acceptance of the work required to be done by the Contractor subsequent to the time of completion, including any authorized extensions of time, is the nearest and most exact measure of damages for such breach that can be fixed now or could be fixed at or after such breach and that, therefore, the Owner and Contractor agree to fix said sum of $710.00 per day for each and every said day's delay as liquidated damages, and not as a penalty or forfeiture for the breach of the agreement to complete the work required to be done by the Contractor on or before the time of completion and acceptance and, in the case of such breach, the Owner shall deduct said amount from the amount due the Contractor under the contract. In the event the remaining balance due the Contractor is insufficient to cover the full amount of assessed liquidated damages, then the Contractor or the surety on the bonds shall pay the difference due the Owner.

Final Payment Acknowledgement

To the City of Prescott, Arizona:
Ridgeline Builders, LLC
908 East Sheldon Street
Prescott Arizona, 86301-3216
dave@ridgelinebuilders.com

Ridgeline Builders, LLC, has submitted the final pay application for the Prescott Rodeo Grounds Improvements project Contract No. 2026-149A1 in the consideration of:

$ _____ .

(Total Final Project Amount)

as full and complete payment under the terms of the Contract. All materials used and workmanship performed are expressly warranted to be free of defects for a period of twenty-four (24) months from the date of final acceptance by the City of Prescott, as stated in the warranty letter to be provided.

The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project within the next 90 days.

Signed and dated this _____ day of _____ , 20____.

_____

(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

Subscribed and sworn to before me by _____

this _____ day of _____ , 20_____ .

_____ _____

Notary Public Commission Expires

Contractor's Affidavit Regarding Settlement of Claims and Certification of Completion of Warranties

Project: Prescott Rodeo Grounds Improvements
Contract Number: 2026-149A1

To the City of Prescott, Arizona:

A. This affidavit is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above project, whether by subcontractor or claimant in person, have been duly discharged.

B. The Undersigned, for the consideration of $ _____
(Total project price)

as set out in the final pay application, as full and complete payment under the terms of the Contract, hereby waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above-described project. The Undersigned further agrees to indemnify and save harmless the City of Prescott against any and all liens, claims of liens, suits, actions, damages, charges and expenses whatsoever, which said City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of said project.

Signed and dated this _____ day of _____ , 20____.

_____

(Authorized Signature)

By: _____

Title: _____

State of _____)
) ss.
County of _____)

Subscribed and sworn to before me by _____

this _____ day of _____ , 20_____ .

_____ _____

Notary Public Commission Expires

Accepted By:

AUTHORIZED SIGNATURE (FULL NAME)

PRINTED FULL NAME

TITLE

Ridgeline Builders, LLC

VENDOR

DATE SIGNED

Approved By:

CATHEY RUSING, MAYOR

DATE SIGNED

ATTEST:

SARAH M. THORNHILL, CITY CLERK

DATE SIGNED

APPROVED AS TO FORM:

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

Exhibit A

Proposal_Prescott Rodeo Grounds Improvements_02-06-2026

908 E Sheldon St • Prescott, AZ 86301-3216 • Phone: (928) 710-7194

City of Prescott
Phone: 928-777-1656
Cell: +19287135193

Job Address:
531 Fairgrounds Ave
Prescott, AZ 86305

Print Date: 2-6-2026

CoP - Rodeo Grounds Improvements

Mr. Legler,

Please see the below proposal for the Prescott Frontier Days Rodeo Grounds Improvements project. If you have any questions, please reach out via email to dave@ridgelinebuilders.com or cameron@ridgelinebuilders.com.

GENERAL CONDITIONS

Items	Description	Price
PRINTED MATERIALS	All printed materials associated with on site project coordination	$1,699.92
SPECIAL INSPECTIONS	Special inspections associated with concrete remediation and underground utility supply work	$944.40
TEMPORARY CONSTRUCTION PARTITIONS	Temporary construction fencing to establish construction parking and material safety in or adjacent to public areas	$944.40
CONSTRUCTION DUMPSTER	CLIENT PROVIDED	$0.00
JJON	2 JJons on site for 2.5 months	$787.00
EQUIPMENT RENTAL	Equipment rental for transporting personnel, materials and construction debris while on-site	$4,722.00
MISC. BUILDING MATERIALS	Misc. building materials associated with project scope not detailed in other line items	$1,416.60
GENERAL LABOR	General on-stie labor for site cleanliness and scope gaps not detailed in other line items or by subcontractors	$3,407.71
ON-SITE SUPERINTENDENT	On-site project coordination and management of of on-site subcontractor work	$20,446.26
PROJECT MANAGEMENT	On and off-site project management and coordination of subcontractor scheduling, client coordination and budgetary management	$16,357.01

ARENA GRAND STAND BLEACHERS

Items	Description	Price
BLEACHER & HAND RAIL DEMO	Demolition of all existing bleacher and safety handrails in preparation for new seating system.	$44,072.00
CONCRETE DEMO	Demolition of all existing concrete conditions that will not be utilized in the new seating system.	$31,480.00
DEMO HAUL-OFF	Haul-off of demolished existing site conditions.	$10,073.60
RAILINGS	New hammered edge flat strap handrailing per plan layout.	$28,332.00
BLEACHER SUPPORTS	1,400 new supports for new seating system to be modeled after existing concrete supports to maintain historical accuracy and structural requirements.	$232,952.00
BLEACHER SEATING MATERIAL	New recycled plastic lumber bleacher seating at 12" wide seats and 8" wide back rests in equal parts red, white and blue. Each of the 123 bleacher sections will be roughly 30' in length.	$182,584.00
BLEACHER HARDWARE	Carriage bolts, nuts and washer associated with installation of new recycled plastic lumber bleacher seating.	$28,332.00
BLEACHER INSTALL	Installation of new bleacher material.	$100,736.00
BLEACHER SEAT TAGS	Trophy tags fabricated and installed on end of bleacher seat for seating identification and ticket confirmation	$4,407.20
SAFETY STRIPING	Painting of stair nosing, seating areas, railings and bleacher seating.	$5,666.40

ARENA SPEAKER SYSTEM

Items	Description	Price
ELECTRICAL DISTRIBUTION	Electrical distribution of four dedicated circuits to satisfy new audio system power requirements.	$12,592.00
SPEAKER HANGER BRACKETS	Two Unistrut members and applicable hardware to mounted to existing roof purlins in preparation for speakers to be mounted to the North edge of the existing roof.	$6,547.84
SPEAKER HANGER BRACKET INSTALLATION	Installation of two Unistrut members to existing roof purlins in preparation for speakers to be mounted to the North edge of the existing roof.	$3,022.08
AUDIO SYSTEM	Per subcontractor proposal.	$581,131.86

RODEO DRIVE MONUMENT LANDSCAPING

Items	Description	Price
MONUMENT LANDSCAPING AND PEDESTAL	1. Site Preparation & Earthwork • Project layout and verification in accordance with approved conceptual landscape plans • Clearing, grading, excavation, and subgrade preparation for all landscape improvements • Finished contouring to provide proper drainage and visual transitions 2. Retaining Wall System • Furnish and install Versa-Lok retaining wall system • Finish color: Ponderosa Brown • Approximate finished wall height: 24 inches • Including base materials, compaction, alignment, and structural stability 3. Boulder & Stone Features • Granite boulder perimeter border installation • Placement of accent boulders per design intent • Final leveling, stabilization, and secure setting of all stone elements 4. Water Features (Two Total) • Natural boulder water features with drilled or cored centers • Concealed reservoirs, pumps, plumbing, and recirculating systems • Continuous bubbling discharge into decorative dry riverbeds • System testing and final commissioning 5. Dry Riverbeds • Decorative river rock and gravel installation • Base preparation to ensure drainage and longevity • Integration with adjacent water feature systems 6. Utilities & Electrical • Underground electrical conduits and wiring to support water features • Coordination with existing utilities and site conditions • Final electrical connections and operational testing 7. Monument / Statue Area • Preparation of monument base area and coordination for placement • Verification of alignment, elevation, and site integration • Monument/statue furnished by others unless otherwise noted 8. Planting & Landscape Materials • Furnish and install all trees, shrubs, ornamental grasses, and accent plantings • Soil preparation, amendments, staking, and initial watering • Installation of decorative ground cover materials 9. Finishing & Project Closeout • Final grading and fine shaping of all landscaped areas • Removal of construction debris and site cleanup • Final walkthrough and project completion 10. Scope Clarification • This proposal is a single lump-sum bid covering all work reasonably inferred from the plans • No separate line items; all components necessary for a complete installation are included	$226,026.40

Total price: $1,548,680.68

We look forward to working with you on this project and we appreciate your business.

- Ridgeline Builders

I confirm that my action here represents my electronic signature and is binding.

Signature	Name	Date

Contract Amendment No. Three (3)
HVAC Service Repairs and Replacements
Contractor: HACI Mechanical Contractors, Inc.
Contract No: 2024-174
Account No(s): Various
February 24, 2026

Purpose of Amendment:

To add funds in the amount of Ninety-Two Thousand, Six Hundred and Six Dollars and Ninety-Two Cents ($92,606.92) for replacement of HVAC units at the Prescott Rodeo Grounds per the terms, conditions and amount quoted in the project specifications and quote attached.

Changes to Contract Documents

Add funds in the amount of $92,606.92.

All other terms of the contract remain the same.

Summary of Changes:

Description	*Contract Amount*
Original Contract	$150,000.00
Amendment 1: Extend Date and Add Funds FY2025	$350,000.00
Amendment 2: Add Funds FY2026	$150,000.00
Amendment 3: Add Funds-HVAC Rodeo Buildings	$ 92,606.92
Amended Contract	$742,606.92

Original Contract Expiration Date: August 4, 2024

Amended Contract Expiration Date: August 4, 2026

Accepted By:

AUTHORIZED SIGNATURE (FULL NAME)

PRINTED FULL NAME

TITLE

HACI Service, LLC

VENDOR

DATE SIGNED

Approved By:

CATHEY RUSING, MAYOR

DATE SIGNED

ATTEST:

SARAH M. THORNHILL, CITY CLERK

DATE SIGNED

APPROVED AS TO FORM:

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

Exhibit A

HACI Quote_Prescott Rodeo Grounds Main Building

HACI Service, LLC
2108 West Shangri-La Road
Phoenix, AZ 85029-4812
602-944-1555

The undersigned proposes to furnish, install and service under warranty the work hereinafter outlined, upon the terms and conditions and in accordance with the following specifications.

JOB NAME	PR Grounds Main Bld. & Doc Pardee	**DATE**	12/29/2025
JOB ADDRESS	840 Rodeo Drive	**ATTN**	Tim Legler
	Prescott, AZ. 86305	**PHONE**	(928) 713-5183
HACI BID #:	**B25-S-4807**	**EMAIL**	tim.legler@prescott-az.gov
		COMPANY	City of Prescott

SCOPE OF WORK:

MAIN BUILDING;
Disconnect, demo, and remove from site (3) existing roof top air conditioning units with gas heat, (2-3ton "main office 1 & 2" and 1-5ton "main office 3") and (1) roof top split-system condensing unit with associated indoor closet fan coil unit w/furnace.
Furnish and install (3) new DAIKIN roof top air conditioning units with gas heat and (1) DAIKIN split-system condensing unit with associated indoor closet fan coil unit w/ furnace.

DOC PARDEE;
Disconnect, demo, and remove from site (1) existing 3ton roof top air conditioning unit with gas heat.
Furnish and install (1) new DAIKIN 3ton roof top air conditioning unit with gas heat.

NOTES:
Tag accordingly: RTU-1, RTU-2, RTU-3, and Fan coil 1.

MISC. INCLUSIONS:
New unit mounted electrical disconnects with fuses
New flexable gas lines from existing shut of valve to unit.
Startup, Testing And One (1) Year Warranty

MISC. EXCLUSIONS:
Permits, Fees, Bond
Architectural Sheet Metal
Fire Alarm Interlocks
Conduit for low voltage wiring
Painting, Prime or Finish
Cutting and/or patching of roof, walls, floors or ceilings.
Structural framing modifications
BIM/CAD related modeling, coordination, or drawing of any kind
Any item not specifically included above
Asbestos abatement, testing, reporting
Delays by others
Premium labor

CLARIFICATIONS:
We will leave our work areas in a clean condition and deposit debris generated by our work force in a designated location onsite or offsite (project specific)

WARRANTY SERVICE:
1. After installation, our qualified representative will start, test and provide instruction on use of the equipment.
2. All equipment, materials and labor furnished by us will bear a **one year** warranty from the date of start-up. Copies of the manufactures warranties will be supplied upon installation of the equipment.
3. Service under this warranty will be provided promptly by us during normal working hours. Warranty service does not include maintenance such as filter or fuse replacement.

PROPOSAL EXPIRATION **1/28/2026**

Quoted thru	**1GPA**	**TOTAL**	**$92,606.92**
Contract #:	**22-14PV-02**		
		Tax Breakout	$3,575.92

Sincerely,

Hunter Paulus

Business Development
(602) 390-5997
hpaulus@hacimechanical.com

Tim Thar

Project Manager
(602) 725-0455
tthar@hacimechanical.com

ROC200617 · ROC200618 · ROC200619 · ROC200620 · ROC257479

TO:	MAYOR AND CITY COUNCIL
AGENDA:	February 24 Voting Meeting
DATE:	February 24, 2026
DEPT:	City Clerk
ITEM #:	8.C
SUBJECT:	**CONTINUED ITEM:** Discussion & Action Regarding Adoption of Retroactive Ordinance No. 2026-1935 Associated with a Citizen Petition Received by the Council at the December 9, 2025 Voting Meeting and Submitted by Charles K. Thomas; and Discussion Regarding Petitioner Request to be Satisfied by Separate Agreement between Petitioner HOA and Property Owner. **AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, VACATING AND ABANDONING A CERTAIN MUNICIPAL RIGHT-OF-WAY WHICH CONSISTS OF THE WESTERNLY 25 FEET OF SOUTH MARINA STREET AND SELL AND CONVEY TO VERONICA GRACE AND DARRYL IVAN BROWN AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL THE NECESSARY STEPS TO EFFECTUATE SUCH VACATION AND ABANDONMENT**

ITEM SUMMARY

This item is continued for action related to adoption of a retroactive ordinance associated with a petition submitted by citizen Charles K. Thomas at the Tuesday, December 9, 2025 Voting Meeting.

BACKGROUND

Citizen Petition

In accordance with Article II, Section 18 of the Prescott City Charter: "*any citizen of the city may appear before the council at a regular meeting and present a written petition; such petition shall be acted upon by the council, in the regular course of business, within sixty (60) days*." At the Tuesday, June 10, 2025 Voting Meeting, Council adopted the following addition to Rule 11 of the Council Rules of Procedure: *"Procedure for consideration of petitions. Upon receipt of a valid petition submitted for Council action, the City Clerk shall add an item regarding the petition to the next available Council meeting Consent Agenda. The Consent Agenda item shall by default constitute a vote to deny the petition. The Mayor or any Council member may pull the Item from Consent for discussion and vote. Council may then deny the petition, or provide specific direction to staff to return to Council with additional research and possible action as directed by the Council."*

At the Tuesday, December 9, 2025 Voting Meeting Mr. Thomas addressed Council during the Open Call to the Public and submitted the attached petition requesting the Council repeal it's action on October 14, 2025 approving RVP25-009. (Attachment 1). Following discussion regarding the petition at the Tuesday, January 13, 2026 Voting Meeting the matter was continued in order for staff to address the items that needed to be remedied.

Ordinances

Procedurally, the Right-Of-Way abandonment is not finalized unless accompanied by an Ordinance

pursuant to the Prescott City Charter and Prescott City Code 8-2-18. Attached to this memo is the required ordinance for Council's consideration.

Additionally, following Council discussion at the January 13, 2026 Voting Meeting, staff received direction to work with Mr. Thomas and the party seeking abandonment to ensure any concerns are ameliorated prior to bringing this item back for Council consideration. Staff has done this and can report that an easement agreement has been agreed to by each party.

FINANCIAL IMPACT

There is no fiscal impact associated with this item at this time.

RECOMMENDED ACTION

MOVE to adopt Ordinance 2026-1935

ATTACHMENTS

1. Petition to Council 12.09.25_Redacted
2. RVP25-009 Council Memo
3. Action Taken_October 14, 2025
4. Ordinance No 2026- 1935 Marina Street Abandonment
5. Summit Point by Crystal Creek Amended Final Plat

CITIZEN PETITION

To the Mayor and City Council of Prescott, AZ:

Whereas, during the voting session of the City Council meeting of October 14, 2025, as part of the Consent Agenda, council members present unanimously (5-0) approved the Revision of Plat RVP25-009, in apparent violation of Article VII, Section-5 (11) of the City of Prescott Charter, which requires that: "Abandonment or vacation of streets, alleys or subdivisions" must be done by city ordinance, and

Whereas, Prescott City Code Chapter 8-2-18A. requires that, should the city agree to abandon any portion of any public street, "The City shall use its best efforts to notify affected property owners of said request," and I am unaware of any such effort to perform such notification, and

Whereas, the residence on lot 16 (Parcel 109-16-019B) of Summit Pointe by Crystal Creek, a PAD established in 1995, has a rear garage and driveway ending at the boundary between the lot line and the (formerly) southern terminus of Marina Street, which is now declared to be the private property of the owner of 536 S. Marina Street, and

Whereas, the Summit Pointe Owners Association, an Arizona non-profit corporation established in 1995 and the HOA for Summit Pointe by Crystal Creek, owns a public utility and ingress/egress easement (Parcels 109-16-018A and 019A), used by our residents, members and guests for pedestrian access to downtown continually from that date and running from the northern end of Wilderness Pointe Drive to the (formerly) southern terminus of Marina Street, now declared to be the property of the owner of 536 S. Marina Street,

Now therefore, I, Charles K. Thomas, as a resident of Prescott and as an officer and director and authorized representative and member of the Board of Directors of Summit Pointe Owners Association, and also on behalf of our residents, members and guests, petition the Mayor and City Council to nullify, revoke, repeal or take similar appropriate action to abrogate the Council's decision of October 14, 2025 and to restore the plat identified in RVP25-009 to its former status as a city street until city staff and all affected property owners can reach agreement on a way to protect access to Marina Street from said private driveway and from our "path to downtown" easement.

Respectfully submitted,

Charles K. Thomas 12/9/25

Charles K. Thomas
[redacted]
Prescott, AZ 86303-4383
[redacted]

Charles K. Thomas 12/9/25

Charles K. Thomas, Treasurer
Summit Pointe Owners Association
P.O. Box 248
Prescott, AZ 86302-0248

TO:	MAYOR AND CITY COUNCIL
AGENDA:	October 14 Voting Meeting
DATE:	October 14, 2025
DEPT:	Community Development
ITEM #:	8.C
SUBJECT:	**RVP25-009:** Revision of Plat to Abandon the Westerly 25-Feet of South Marina Street and Combine it with Adjacent Lots. Zoning: MF-H (Multi-Family; High Density). Location: 534 and 536 South Marina Street.

ITEM SUMMARY

This item is for a Revision of Plat to abandon the westerly 25 feet of South Marina Street and to combine the abandoned portion to adjacent lots 13 and 15 of the Prescott Original Townsite subdivision (534 and 536 South Marina Street).

BACKGROUND

The Prescott Original Townsite Subdivision was platted in 1938.

FINANCIAL IMPACT

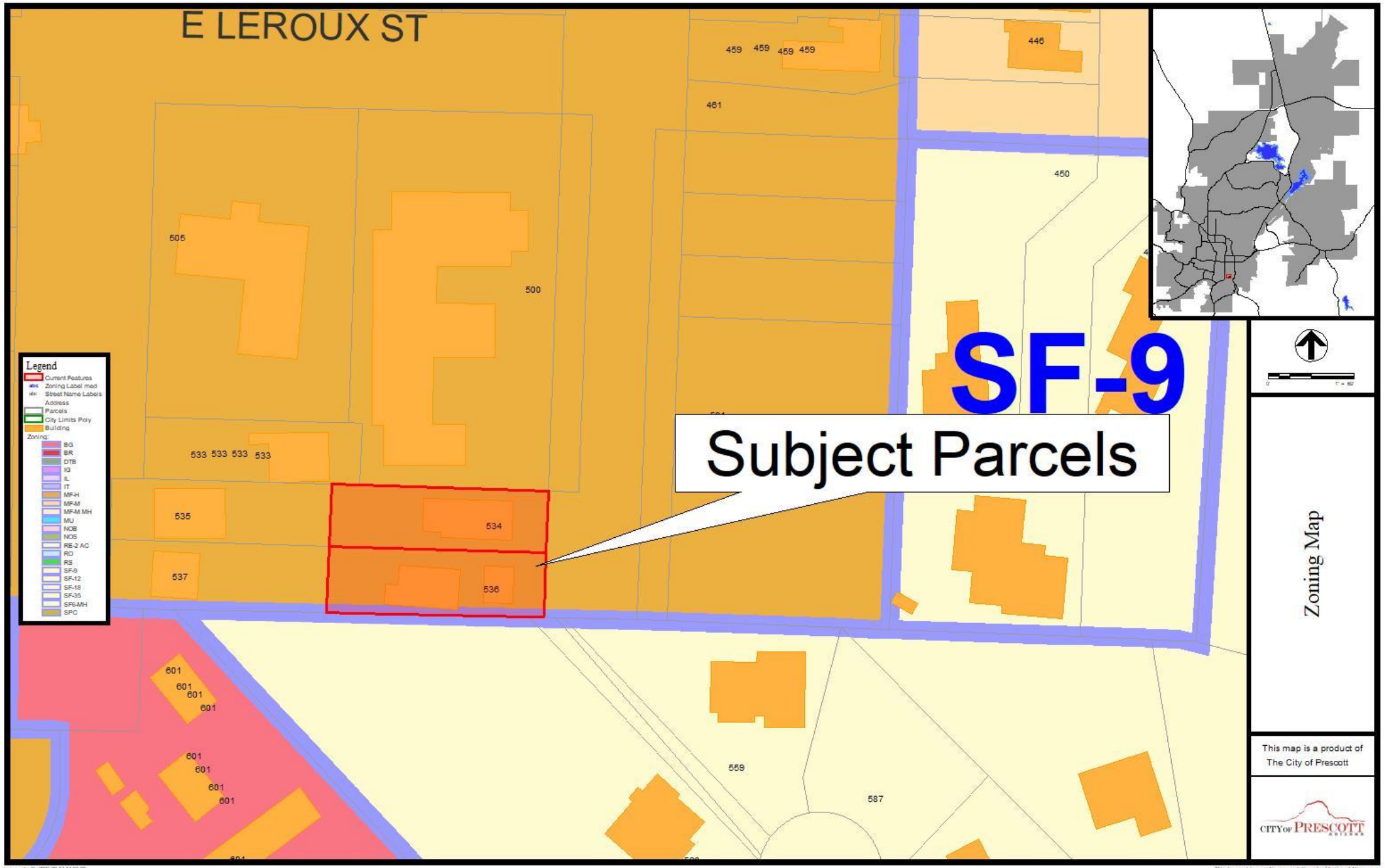
There is no fiscal impact associated with this item.

RECOMMENDED ACTION

MOVE to approve RVP25-009

ATTACHMENTS

1. Zoning and Imagery Maps
2. Revision of Plat Map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SF-9
Subject Parcels
Zoning Map
Legend
Current Features
Zoning Label mod
Street Name Labels
Address
Parcels
City Limits Poly
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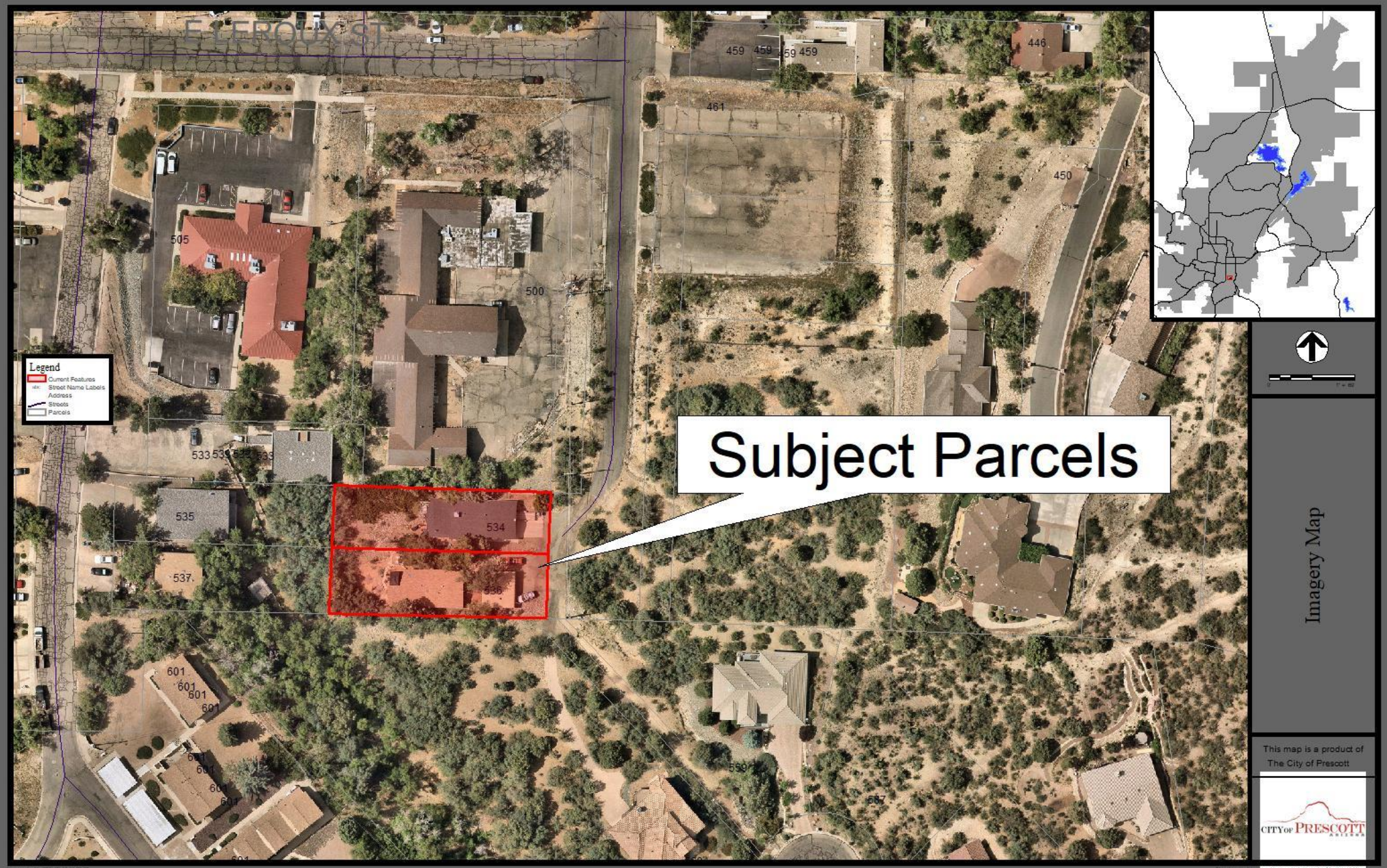
The City of Prescott
CITY OF PRESCOTT


E EROUX ST
Legend
Current Features
Street Name Labels
Address
Streets
Parcels
Subject Parcels
Imagery Map
This map is a product of
The City of Prescott
CITY OF PRESCOTT

REVISION OF PLAT
FOR ABANDONMENT
OF THE WESTERLY 25 FEET OF SOUTH MARINA STREET
EAST OF LOTS 13 & 15, CITY OF PRESCOTT, 4/22 MAPS
SECTION 4, TOWNSHIP 13 NORTH, RANGE 2 WEST
GILA & SALT RIVER BASE & MERIDIAN
CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA

DECLARATION
KNOW ALL MEN BY THESE PRESENTS:

THAT DARRYL IVAN BROWN AND VERONICA GRACE, AS THE SOLE OWNERS OF LOTS 13 AND 15, AS SHOWN ON THE PLAT OF THE CITY OF PRESCOTT, RECORDED IN BOOK 4 OF MAPS, PAGE 22, RECORDS OF YAVAPAI COUNTY, ARIZONA, SITUATED IN SECTION 4, TOWNSHIP 13 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, HEREBY DECLARE THE FOLLOWING:

THIS PLAT SETS FORTH THE LOCATION AND DIMENSIONS OF PARCELS CREATED THROUGH THE ABANDONMENT OF A PORTION OF SOUTH MARINA STREET BY THE CITY OF PRESCOTT, AS SHOWN HEREON. THE ABANDONED RIGHT-OF-WAY LIES ADJACENT TO LOTS 13 AND 15 AND IS DESIGNATED AS ABANDONMENT "A" AND ABANDONMENT "B" RESPECTIVELY. EACH PARCEL IS LABELED ACCORDINGLY ON THIS PLAT.

THE PURPOSE OF THIS PLAT IS TO DOCUMENT THE ABANDONMENT BY THE CITY OF PRESCOTT OF THE WESTERLY 25 FEET OF SOUTH MARINA STREET, LYING EAST OF LOTS 13 AND 15, AS SHOWN ON THE ORIGINAL PLAT OF THE CITY OF PRESCOTT RECORDED IN BOOK 4 OF MAPS, PAGE 22. THE VACATED RIGHT-OF-WAY IS DIVIDED INTO TWO AREAS:

THE PURPOSE OF THIS PLAT IS TO DOCUMENT THE ABANDONMENT BY THE CITY OF PRESCOTT OF THE WESTERLY 25 FEET OF SOUTH MARINA STREET, LYING EAST OF LOTS 13 AND 15, AS SHOWN ON THE ORIGINAL PLAT OF THE CITY OF PRESCOTT RECORDED IN BOOK 4 OF MAPS, PAGE 22. THE VACATED RIGHT-OF-WAY IS DIVIDED INTO TWO AREAS:

- ABANDONMENT "A", LOCATED ADJACENT TO LOT 13, IS HEREBY VACATED BY THE CITY OF PRESCOTT AND, UPON RECORDATION OF THIS PLAT, SHALL BE CONVEYED TO THE FEE SIMPLE OWNER OF LOT 13, AS SHOWN ON THIS PLAT. A PERPETUAL INGRESS AND EGRESS EASEMENT AND PUBLIC UTILITY EASEMENT (PUE) ARE RESERVED OVER ABANDONMENT "A" FOR THE BENEFIT OF LOT 15, TO PROVIDE LEGAL ACCESS AND UTILITY SERVICE.
- ABANDONMENT "B", LOCATED ADJACENT TO LOT 15, IS HEREBY VACATED BY THE CITY OF PRESCOTT AND, UPON RECORDATION OF THIS PLAT, SHALL BE CONVEYED TO THE FEE SIMPLE OWNER OF LOT 15, AS SHOWN ON THIS PLAT.
- A PERPETUAL PUBLIC UTILITY EASEMENT (PUE) IS RESERVED OVER ABANDONMENTS "A" AND "B" FOR THE BENEFIT OF EXISTING UTILITY INFRASTRUCTURE LOCATED WITHIN SAID AREAS. ALL EXISTING UTILITIES SHALL REMAIN IN PLACE, AND THE ABANDONED AREAS SHALL REMAIN SUBJECT TO ALL EXISTING UTILITY RIGHTS AND EASEMENTS OF RECORD, INCLUDING NECESSARY ACCESS FOR MAINTENANCE AND REPAIR.

THIS PLAT SERVES TO DOCUMENT THE CITY'S ABANDONMENT OF PUBLIC RIGHT-OF-WAY AND THE INTENDED TRANSFER OF THOSE AREAS TO THE RESPECTIVE ADJACENT PROPERTY OWNERS, WHILE PRESERVING ALL NECESSARY EASEMENT RIGHTS FOR CONTINUED ACCESS AND UTILITY SERVICE.

IN WITNESS WHEREOF, THE UNDERSIGNED, BEING THE OWNERS OF LOTS 13 AND 15 AND BEING DULY AUTHORIZED, HAVE EXECUTED THIS DECLARATION_____DAY OF _____.

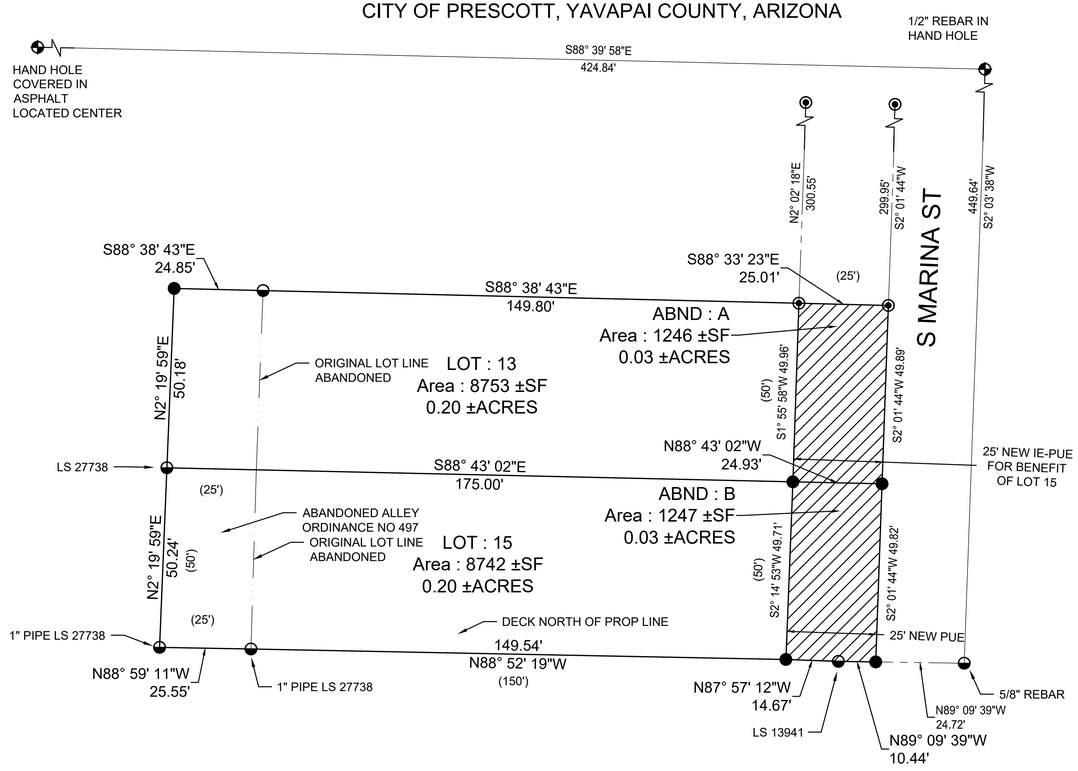
_____ _____
DARRYL IVAN BROWN VERONICA GRACE

ACKNOWLEDGEMENT
STATE OF _____
COUNTY OF _____

ON THIS_____DAY OF _____ _____, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR _____ WHO ACKNOWLEDGED THEMSELVES TO BE THE PERSONS WHOS NAMES APPEARS ABOVE AND BEING DULY AUTHORIZED TO DO SO HAVE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF I SET MY HAND AND SEAL

_____
NOTARY PUBLIC MY COMMISSION EXPIRES



VICINITY MAP

LEGEND
- SURVEYED PARCEL LINES
- EXISTING FENCE
- PROPERTY LINE
- EASEMENT LINE
- FOUND ½" REBAR WITH CAP LS 48100
- FOUND ½" REBAR WITH CAP LS 27738
- FOUND\SET ½" REBAR AFFIXED CAP LS 53890
- (R1) RECORD BEARING AND DISTANCE PER R1 OR AS NOTED SEE NOTES
- IE-PUE INGRESS EGRESS & PUBLIC UTILITY EASEMENT
- AREA TO BE ABANDONED

NOTES
1. EXISTING BUILDINGS WERE PRESENT AT TIME OF SURVEY
2. A TITLE REPORT WAS NOT PROVIDED NOT ALL EASEMENTS OF RECORD MAY BE SHOWN HEREON
3. DOCUMENTS OF RECORD REFERENCE FOR SURVEY YCRO
   R1: CITY OF PRESCOTT, 4/22 MAPS
   R2: ROS 2014-0047999 LS

SITE INFORMATION
LOT : 13
APN : 109-13-005B
ADDRESS : 534 S MARINA ST
DARRYL IVAN BROWN & VERONICA GRACE
PRESCOTT, AZ

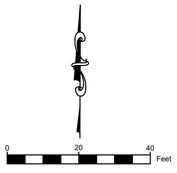
LOT : 15
APN : 109-13-005C
ADDRESS : 536 S MARINA ST
VERONICA GRACE
PRESCOTT, AZ

ACKNOWLEDGEMENT
STATE OF _____
COUNTY OF _____

ON THIS_____DAY OF _____ _____, BEFORE ME THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR _____ WHO ACKNOWLEDGED THEMSELVES TO BE THE PERSONS WHOS NAMES APPEARS ABOVE AND BEING DULY AUTHORIZED TO DO SO HAVE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS THEREOF I SET MY HAND AND SEAL

_____
NOTARY PUBLIC MY COMMISSION EXPIRES



APPROVALS
APPROVED BY THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF PRESCOTT ON THIS _____DAY OF _____

_____
COMMUNITY DEVELOPMENT DIRECTOR

APPROVED BY THE CITY OF PRESCOTT PUBLIC WORKS DEPARTMENT ON THIS _____DAY OF _____

_____
PUBLIC WORKS DIRECTOR

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT ON THIS _____DAY OF _____

_____
MAYOR

_____
CITY CLERK

ASSURED WATER SUPPLY
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.

BASIS OF BEARING
THE PROJECT COORDINATE SYSTEM AND THE BASIS OF BEARINGS ARE RELATIVE TO THE ARIZONA STATE PLANE COORDINATE SYSTEM OF 1983, CENTRAL 0202 ZONE. LINEAR DIMENSIONS AND COORDINATE VALUES ARE IN INTERNATIONAL FEET.

PRIMARY HORIZONTAL SURVEY CONTROL WAS ESTABLISHED USING REAL TIME KINEMATIC METHODS FROM THE CITY OF PRESCOTT "MINGO" BASE. COORDINATES WERE SCALED FROM THE STATE PLANE GRID TO GROUND USING (0,0) AS THE PROJECT LOCATION. A GROUND SCALE FACTOR OF 1.0003299750 (GRID TO GROUND). COORDINATE VALUES WERE THEN TRUNCATED BY -701,456.009 IN THE NORTHING AND 69457.25 IN THE EASTING.

COMPLIANCE
THIS PLAT IS IN COMPLIANCE WITH THE CURRENT SUBDIVISION REGULATIONS AND CODES ESTABLISHED AND ADOPTED BY THE CITY OF PRESCOTT

FLOOD INFORMATION
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE UNSHADED 'X', OF THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 04025C2062H, REVISED DATE MARCH 6, 2018 NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THIS DETERMINATION OR APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

ZONE UNSHADED 'X' DENOTES AREAS OUTSIDE THE 500 YEAR FLOOD PLAIN

CERTIFICATION
I, BRANDON VAN HORN, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, (LICENSE #53890) DO HEREBY CERTIFY THAT I PREPARED THIS PLAT 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(S) OF JUNE, 2025; 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.

SURVEY PREPARED FOR:
VERONICA GRACE

VH LAND SURVEY, LLC
7585 E PHARLAP LANE
PRESCOTT VALLEY, AZ 86315
928-710-9700
VHLANDSURVEY@GMAIL.COM
WWW.VHLANDSURVEY.COM

SURVEYED BY: Brandon Van Horn	SHEET NO.
HOR SCALE: 1" = 20'	1
PROJECT NO.: 25164	
DATE: 8/20/2025	OF 1 SHEETS

Voting Meeting Action Taken	Tuesday, October 14, 2025 – 3:00 PM

Councilman Montoya and Councilman Moore were excused from the meeting*

8. CONSENT AGENDA

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-Feet 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.

Councilman Gambogi moved to approve Consent Agenda Items 8.A. through 8.F.; seconded by Councilwoman Fruhwirth. (Passed 5-0)

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 and Use of Ken Lindley Field.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING A LEASE AGREEMENT (CITY CONTRACT NO. 2026-114) WITH OJB FC FOR LEASING THE ATHLETIC FIELD AND CERTAIN IMPROVEMENTS AT KEN LINDLEY PARK

Councilman Gambogi moved to adopt Consent Ordinance Item 9.A.; 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.

1) Ordinance No. 2025-1908: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY

WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED ON BOTH SIDES OF EAST ROSSER STREET AT 600 AND 621 E. ROSSER STREET FROM RESIDENTIAL SINGLE FAMILY (SF-35) ZONING DISTRICT TO MULTI-FAMILY- MEDIUM DENSITY (MF-M) ZONING DISTRICT

2) Ordinance No. 2025-1909: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED ON THE EAST SIDE OF GAIL GARDNER WAY SOUTH OF WESTRIDGE DRIVE AT 780 GAIL GARDNER WAY FROM RESIDENTIAL SINGLE FAMILY (SF-9) ZONING DISTRICT TO MULTI-FAMILY- MEDIUM DENSITY (MF-M) ZONING DISTRICT

3) Ordinance No. 2025-1910: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED NORTH OF FAIR STREET LOCATED AT 826 SUNSET AVENUE FROM MULTI-FAMILY- MEDIUM DENSITY (MF-M) TO BUSINESS REGIONAL (BR) ZONING DISTRICT

4) Ordinance No. 2025-1911: AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED BETWEEN HAAS BOULEVARD AND WHISPERING ROCK ROAD, EAST OFF OF WILLOW CREEK ROAD, FROM BUSINESS GENERAL (BG) TO BUSINESS REGIONAL (BR) ZONING DISTRICT

Councilwoman Fruhwirth moved 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.

Councilman Gambogi moved to close the public hearing; seconded by Councilwoman Fruhwirth. (Passed 5-0)

Councilwoman Fruhwirth moved to approve Liquor License Application No. 357154 for a new Series 12 Restaurant Liquor License for Bill's Grill. Location: 333 S Montezuma Street; 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. Bill's Grill. Location: 124 S Granite Street.

Mayor Pro Tem Cantelme moved to close the public hearing; seconded by Councilwoman Fruhwirth. (Passed 5-0)

Mayor Pro Tem Cantelme moved to approve Liquor License Application No. 357489 for a location/owner transfer Series 7 Liquor License for The Plan. Location: 124 S Granite Street; 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.

Councilwoman Fruhwirth moved to approve SUP25-001 with conditions; 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.

Councilman Gambogi moved 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.

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING THE ZONING OF CERTAIN PROPERTY WITHIN THE CITY OF PRESCOTT GENERALLY LOCATED ON THE EAST SIDE OF RUTH STREET, SOUTH SIDE OF W HILLSIDE AVENUE, WEST SIDE OF DAMERON DRIVE, AND NORTH SIDE OF BRANNEN AVENUE, FROM RESIDENTIAL OFFICE (RO) AND MULTI-FAMILY HIGH DENSITY WITH MANUFACTURED HOME FLOATING DISTRICT (MF-M) (MH) ZONING DISTRICTS TO BUSINESS REGIONAL (BR) ZONING DISTRICT

Councilman Gambogi moved to adopt Resolution No. 2025-1951; seconded by Councilman Grady. (Passed 5-0)

Councilman Gambogi moved 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

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, APPROVING CITY CONTRACT NO. 2026-100, A PURCHASE AGREEMENT BETWEEN THE CITY OF PRESCOTT AND YAVAPAI COUNTY, AND SUBSEQUENTLY AUTHORIZING THE PURCHASE OF APPROXIMATELY 7.483 +/- ACRES OF REAL PROPERTY LOCATED AT A PORTION OF APN# 105-06-005D

Councilman Gambogi moved 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.

Councilman Gambogi moved 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.

This item was for discussion only. No formal action was taken.

ORDINANCE NO. 2026-1935

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, VACATING AND ABANDONING A CERTAIN MUNICIPAL RIGHT-OF-WAY WHICH CONSISTS OF THE WESTERNLY 25 FEET OF SOUTH MARINA STREET AND SELL AND CONVEY TO VERONICA GRACE AND DARRYL IVAN BROWN AND AUTHORIZING THE MAYOR AND CITY STAFF TO TAKE ALL THE NECESSARY STEPS TO EFFECTUATE SUCH VACATION AND ABANDONMENT

RECITALS:

WHEREAS, the City Council of the City of Prescott has determined that a portion of City Right-of-Way, described in Exhibit "A", attached hereto and made part of hereof, is not needed within a reasonable future time by the City; and

WHEREAS, the City Council of the City of Prescott wishes to abandon this aforesaid certain portion of Right-of-Way described in Exhibit "A" and convey to Veronica Grace and Darryl Ivan Brown; and

WHEREAS, Veronica Grace and Darryl Ivan Brown will pay the amount of $265.00 for filing, processing and recording fees, and

WHEREAS, the section of Right-of-Way proposed to be abandoned will not affect the public interest and public welfare in that this area only accesses two single family residences, and

WHEREAS, the Council makes the following specific findings: (1) that the property being abandoned has no market value and (2) the City has no public need for the property pursuant to A.R.S. Section 28-7215B and Prescott City Code Section 8-2-18, and the person taking the property agrees to assume the costs of maintaining the property and the liability for said property; and,

WHEREAS, this vacation and abandonment is in compliance with ARS Section 28-7201, *et seq, and the Prescott City Code Section 8-2-18.*

ENACTMENTS:

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

SECTION 1. THAT certain municipal Right-of-Way as described in Exhibit "A", which is attached hereto and incorporated herein, consisting of approximately 0.06 acres, of the Prescott Original Townsite subdivision recorded in Book 4 of Maps and Plats at Page 22, records of the Yavapai County Recorder, is no longer necessary for public use and has no market value and the same are vacated and abandoned.

SECTION 2. THAT title to that property set forth in Exhibit “A” shall vest the owner of the adjacent property, Veronica Grace and Darryl Ivan Brown, located at 534 and 536 S Marina Street, which legal description is made part of this ordinance. Prior to such conveyance, the owner of the adjacent property, Veronica Grace and Darryl Ivan Brown, will pay to the City of Prescott the sum of $265.00 in accordance with PCC Section 8-2-18(A) to defray costs of processing this abandonment.

SECTION 3. THAT upon payment of the foregoing sum, the Mayor and staff are hereby authorized to execute a Quit-Claim Deed and any other instruments in order to carry out the conveyances as set forth herein.

SECTION 4. THAT the City of Prescott hereby retains public utility easement over the abandoned right-of-way as shown on Exhibit “A”.

SECTION 5. THAT the following disclosure is made:

The beneficiary of this abandonment is:

Darryl Ivan Brown & Veronica Grace
534 S Marina Street
Prescott, AZ 86303

Veronica Grace
536 S Marina Street
Prescott, AZ 86303

SECTION 6: THAT the aforementioned beneficiaries in Section 5 will assume all costs associated with maintaining the property and the liability for said property.

SECTION 7: THAT the recitals above are more than mere recitals and are a substantive part of this ordinance, and as such those recitals are fully incorporated herein.

PASSED AND ADOPTED by the Mayor and Council of the City of Prescott on this ____ day of _____, 2026.

_____
CATHEY RUSING, 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. 2026-1935 is a true, correct and accurate copy of Ordinance No. 2026-1935, passed and adopted at a Voting Meeting of the Council of the City of Prescott, Yavapai County, Arizona, held on the _____ day of _____ 2026, 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 _____, 2026.

Seal

_____
City Clerk

31/62

Amended Final Plat of
SUMMIT POINTE by CRYSTAL CREEK
Located in a portion of the SW 1/4 of Sec. 3, and the SE 1/4 of Sec. 4, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.
59.7529 Acres

(AREA EXCLUDES 25' ALLEY ADJACENT TO AND WESTERLY OF LOTS 1, 3, 5, 7, 9, 11, AND 13 OF BLOCK 41)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

IN WITNESS WHEREOF, YAVAPAI-COCONINO TITLE AGENCY, INC., AN ARIZONA CORPORATION, FORMERLY KNOWN AS YAVAPAI TITLE COMPANY, AN ARIZ. CORP. AS TRUSTEE OF ITS TRUST NO. 331, HAS SUBDIVIDED UNDER THE NAME OF "SUMMIT POINTE by CRYSTAL CREEK", A PORTION OF THE SOUTHWEST 1/4 OF SECTION 3, AND A PORTION OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 13 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, COUNTY OF YAVAPAI, STATE OF ARIZONA, AS REFLECTED ON THIS PLAT, HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF "SUMMIT POINTE by CRYSTAL CREEK", AND HEREBY DECLARE THAT SAID PLAT SETS FORTH THE LOCATIONS AND GIVES THE DIMENSIONS OF THE LOTS AND STREETS CONSTITUTING SAME, AND THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY, AS SHOWN ON SAID PLAT, AND HEREBY DEDICATES TO THE PUBLIC FOR THE USE AS SUCH, THE STREETS AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES, AND FURTHER DEDICATES EASEMENTS IN SAID STREETS AND ADDITIONAL SPECIFIC EASEMENTS AS SHOWN HEREON FOR PUBLIC AND PRIVATE UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, ELECTRIC, TELEPHONE, GAS, AND CABLE TELEVISION.

IN WITNESS WHEREOF, YAVAPAI--COCONINO TITLE AGENCY, INC., AN ARIZONA CORPORATION, FORMERLY KNOWN AS YAVAPAI TITLE COMPANY, AN ARIZONA CORPORATION, AS TRUSTEE OF ITS TRUST NO. 331, HAS CAUSED THE NAME OF THE CORPORATION TO BE AFFIXED HEREUNTO AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF DIANE GILLESPIE, TRUST OFFICER, BEING DULY AUTHORIZED TO SO DO, ON THIS 17th DAY OF January, 1995.

YAVAPAI--COCONINO TITLE AGENCY, INC., AN ARIZONA CORPORATION, FORMERLY KNOWN AS YAVAPAI TITLE COMPANY

ATTEST: Diane Gillespie
DIANE GILLESPIE: TRUST OFFICER

ACKNOWLEDGEMENT

COUNTY OF YAVAPAI)
)SS
STATE OF ARIZONA)

ON THIS 17th DAY OF January, 1995, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, DID PERSONALLY APPEAR DIANE GILLESPIE OF YAVAPAI--COCONINO TITLE AGENCY, INC., AN ARIZONA CORPORATION, FORMERLY KNOWN AS YAVAPAI TITLE COMPANY, WHO ACKNOWLEDGED HERSELF TO BE SAID TRUST OFFICER, 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.

Patricia S. Cash
NOTARY PUBLIC

OFFICIAL SEAL
PATRICIA S. CASH
Notary Public - State of Arizona
YAVAPAI COUNTY
My Comm. Expires Nov. 25, 1998

MY COMMISSION EXPIRES: 11.25.98

APPROVALS

APPROVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF PRESCOTT ON THIS 2nd DAY OF JULY, 1994.

MAYOR

Marie L. Watson
CITY CLERK

APPROVED BY THE CITY OF PRESCOTT ENGINEERING DEPARTMENT ON THIS 30th DAY OF JANUARY, 1995.

CITY ENGINEER

APPROVED BY THE CITY OF PRESCOTT PLANNING MANAGER ON THIS 31 DAY OF Jan, 1995.

PLANNING MANAGER

COMPLIANCE

THE FINAL PLAT FOR "SUMMIT POINTE by CRYSTAL CREEK", IS IN COMPLIANCE WITH CURRENT SUBDIVISION REGULATIONS AND CODES OF THE CITY OF PRESCOTT, PRESCOTT, ARIZONA.

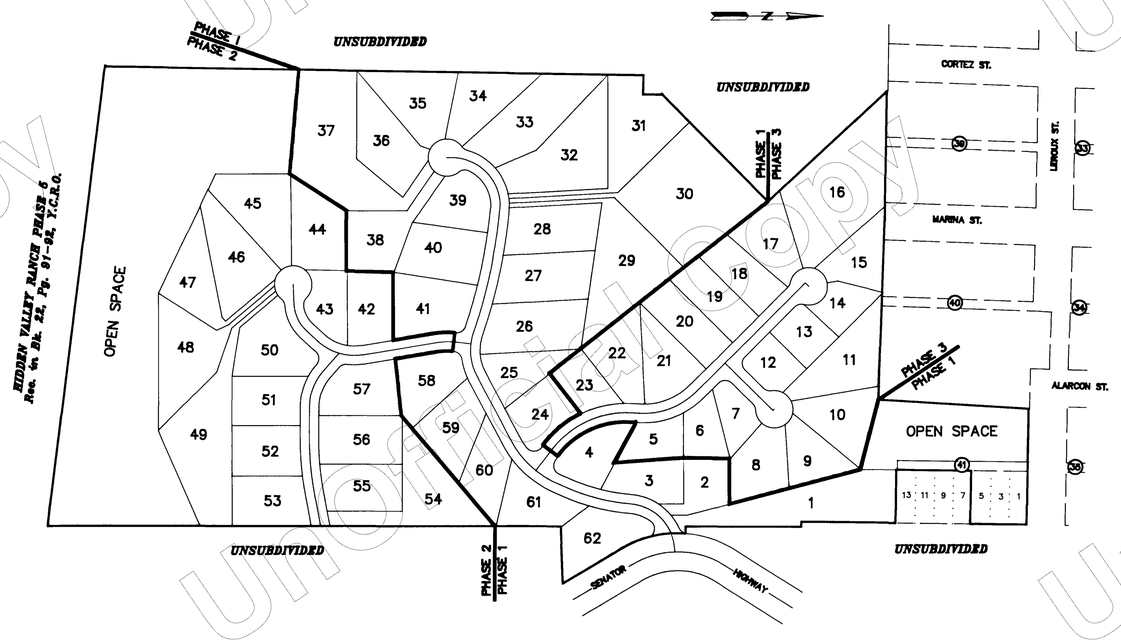
C C & R's

THE DECLARATION OF RESTRICTIONS FOR "SUMMIT POINTE by CRYSTAL CREEK", IS RECORDED IN BOOK 2872 OF OFFICIAL RECORDS, PAGES 680 - 702, IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, AND IS HEREBY INCORPORATED AS A PART OF THIS PLAT.

DECLARATION OF IMMEDIATE IMPROVEMENTS

PUBLIC UTILITIES AND ROADWAY IMPROVEMENTS WITHIN "SUMMIT POINTE by CRYSTAL CREEK" SUBDIVISION WILL BE COMPLETED IN THREE PHASES.

PUBLIC UTILITIES AND ROADWAY IMPROVEMENTS WITHIN PHASE 1 WILL BE COMPLETED WITHIN 6 MONTHS OF THE RECORDING OF THIS PLAT.



NOTES

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 E OF ARS 45-576.

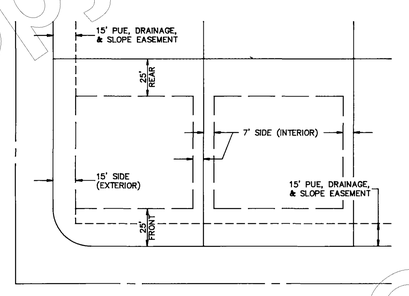
THIS PLAT IS IN CONFORMANCE WITH CRITERIA ESTABLISHED BY NPDES AND BY STATE STANDARD ATTACHMENT 2-92 (SSA 2-92) UNDER THE AUTHORITY OF THE DIRECTOR OF THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR).

RESPECTIVE HOMEOWNERS ARE RESPONSIBLE FOR MAINTAINING THE DRAINAGE EASEMENT'S INTEGRITY. DRAINAGE EASEMENTS CONFORM TO NATURAL OR MAN-MADE WATER COURSES. THESE WATER COURSES WILL REQUIRE PERIODIC MAINTENANCE TO CONVEY ON-SITE OR OFF-SITE DISCHARGES. PERIODIC MAINTENANCE WILL CONSIST OF THE REMOVAL OF EARTH AND/OR VEGETATIVE MATERIAL THAT HAS BUILT UP SINCE THE ORIGINAL APPROVAL OF THE FINAL PLAT FOR THIS SUBDIVISION.

IN THE EVENT THE DRAINAGE EASEMENTS ARE NOT ADEQUATELY MAINTAINED, IN THE OPINION OF THE CITY ENGINEER OF THE CITY OF PRESCOTT, BY THE PROPERTY OWNERS, THEN THE CITY OF PRESCOTT SHALL HAVE THE AUTHORITY TO ENTER THE PROPERTY AND/OR CAUSE THE NECESSARY MAINTENANCE, AND SHALL FURTHER HAVE THE AUTHORITY TO PASS ON ALL COSTS ASSOCIATED WITH SAID MAINTENANCE TO THE PROPERTY OWNERS.

THE SUBDIVIDER HEREBY DECLARES AND AGREES THAT THE NUMBERED LOTS ARE SHOWN AT THE MINIMUM SIZE PERMISSIBLE AND SHALL NOT BE FURTHER DIVIDED. THIS PROHIBITION AGAINST FURTHER DIVISION OF NUMBERED LOTS SHOWN HEREON SHALL BECOME BINDING UPON EACH AND EVERY SUCCESSIVE OWNER. THIS PROHIBITION SHALL NOT APPLY TO THE CREATION OF EASEMENTS, OR RIGHTS-OF-WAY, NOR TO THE CONVEYANCE OF MINOR PORTIONS OF A LOT TO THE OWNER OF A CONTIGUOUS LOT FOR ATTACHMENT TO THAT LOT. IN NO CASE SHALL ANY LOT BE SO DIVIDED AS TO CREATE A LOT OF LESSER SIZE THAN THAT ALLOWED WITHIN THE ZONING DISTRICT IN FORCE OVER THIS PLAT.

A SITE PLAN MUST BE SUBMITTED TO THE CITY OF PRESCOTT FIRE DEPARTMENT FOR ANY RESIDENCE TO BE CONSTRUCTED IN THIS SUBDIVISION FOR REVIEW AND APPROVAL IF EITHER OF THE FOLLOWING CONDITIONS APPLY: 1) THE LIVABLE AREA OF THE RESIDENCE IS 3000 SQUARE FEET OR MORE, 2) THE LENGTH OF THE DRIVEWAY (FROM EDGE OF PAVEMENT/BACK OF CURB TO THE GARAGE/RESIDENCE) IS MORE THAN 150 LINEAL FEET.



TYPICAL SETBACKS
N.T.S.

VICINITY MAP
© 1990 Wide World of Maps: Reproduced with Permission No. 930623-C

CERTIFICATION

THIS IS TO CERTIFY THAT THE INTERIOR LOT CORNERS SHOWN ON THIS PLAT WERE PREPARED AND MONUMENTED UNDER MY DIRECTION, AND ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
13941
G. MICHAEL HAYWOOD
Date Signed 12-2-94
ARIZONA, U.S.A.

G. MICHAEL HAYWOOD — DATE
ARIZONA L.S. NO. 13941

THE BOUNDARY UPON WHICH THIS SURVEY IS BASED IS PER THE "RESULTS OF SURVEY" RECORDED IN BOOK 19 OF LAND SURVEYS, PAGE 23, ON FILE IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, AS SURVEYED AND PREPARED BY HENRY R. WELKER, ARIZONA REGISTERED LAND SURVEYOR, RLS NO. 19353.

(RECORDER'S DATA)
FEE# 9506010
Filed and recorded at the request of
Crystal Creek Homes Inc
February 3 A.D. 1995
at 14:15 o'clock P. M
Book 31 of Maps & Plats
Page 62
Records of Yavapai County, Arizona
MARCO W. CARSON
County Recorder
Lorraine L. Hazelwood
Deputy Recorder

M • HAYWOOD • ASSOCIATES • INC
SURVEYING • ENGINEERING • PLANNING
115 E. GOODWIN STREET
PRESCOTT, AZ. 86303
(602) 778-5101

JOB NO: 93-120	DRAWN: REP
CREW: K. TATE	DATE: 10/12/94
CLIENT: CRYSTAL CRK.	CHECKED: GMH
SCALE: 1" = 100'	DATE: 10/17/94

SUMMIT POINTE BY CRYSTAL CREEK
Sheet 1 of 3

E:\93120\FIN-PLT1.DWG

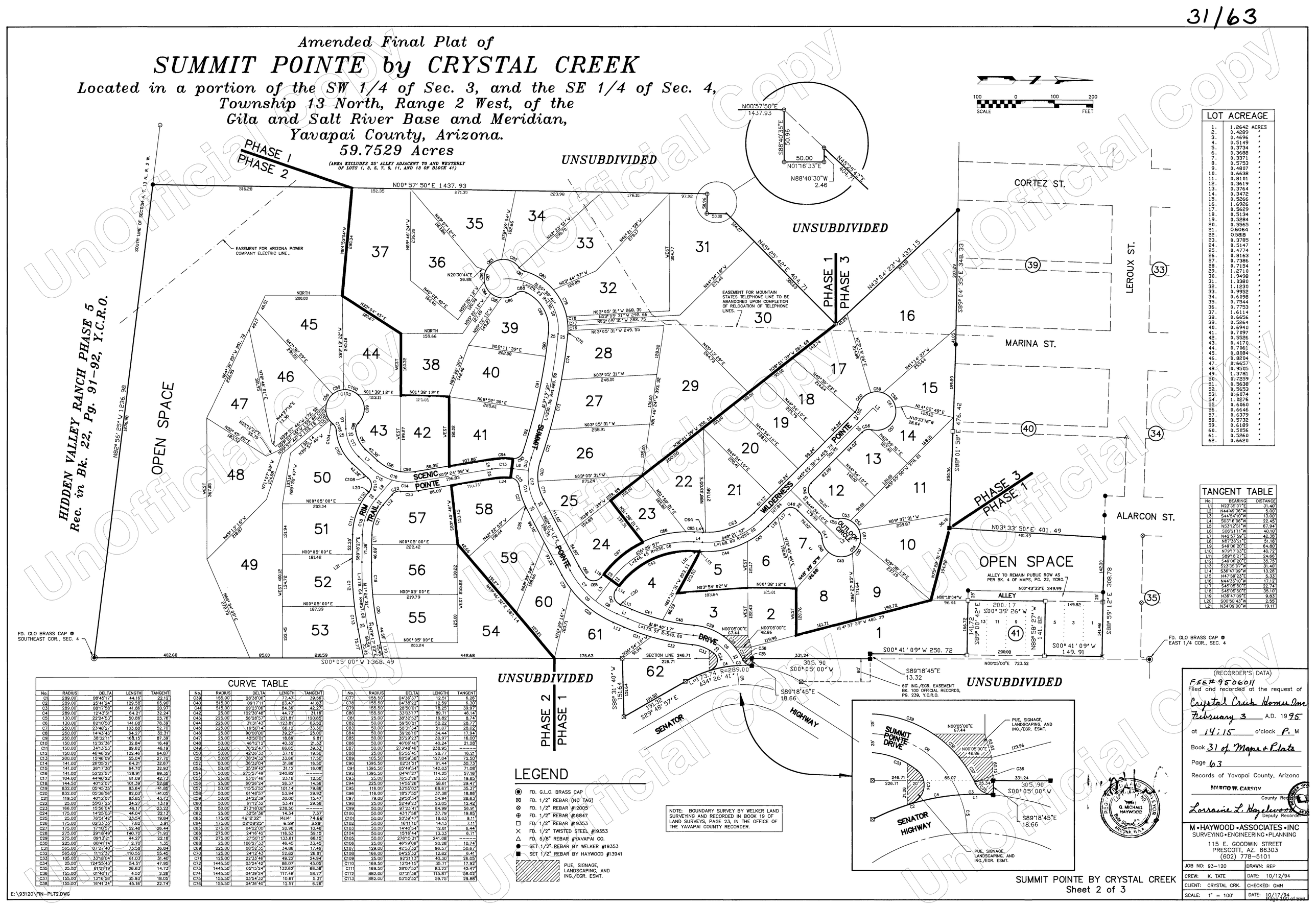
UnOfficial Copy

Amended Final Plat of
SUMMIT POINTE by CRYSTAL CREEK

Located in a portion of the SW 1/4 of Sec. 3, and the SE 1/4 of Sec. 4, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

59.7529 Acres

(AREA EXCLUDES 25' ALLEY ADJACENT TO AND WESTERLY OF LOTS 1, 3, 5, 7, 9, 11, AND 13 OF BLOCK 41)



LOT ACREAGE

1.	1.2642 ACRES
2.	0.4289 "
3.	0.4696 "
4.	0.5149 "
5.	0.3734 "
6.	0.3688 "
7.	0.3371 "
8.	0.5753 "
9.	0.4807 "
10.	0.6638 "
11.	0.8101 "
12.	0.3619 "
13.	0.3764 "
14.	0.3472 "
15.	0.5266 "
16.	1.6926 "
17.	0.5629 "
18.	0.5134 "
19.	0.3284 "
20.	0.5565 "
21.	0.6064 "
22.	0.588 "
23.	0.3785 "
24.	0.5147 "
25.	0.4774 "
26.	0.8163 "
27.	0.7386 "
28.	0.7154 "
29.	1.8710 "
30.	1.9498 "
31.	1.0380 "
32.	1.1230 "
33.	0.9952 "
34.	0.6098 "
35.	0.7544 "
36.	0.7759 "
37.	1.6114 "
38.	0.6656 "
39.	0.3264 "
40.	0.5940 "
41.	0.7097 "
42.	0.5526 "
43.	0.4170 "
44.	0.7061 "
45.	0.8084 "
46.	0.8204 "
47.	0.6657 "
48.	0.9505 "
49.	1.3781 "
50.	0.7259 "
51.	0.5638 "
52.	0.5653 "
53.	0.6074 "
54.	1.0276 "
55.	0.6060 "
56.	0.6646 "
57.	0.6379 "
58.	0.5732 "
59.	0.6189 "
60.	0.5056 "
61.	0.5260 "
62.	0.6620 "

TANGENT TABLE

No.	BEARING	DISTANCE
L1	N23°35'07"E	31.40'
L2	N44°49'38"W	5.00'
L3	S44°54'10"W	13.00'
L4	S03°16'06"W	22.45'
L5	N63°12'51"W	67.94'
L6	S06°21'11"W	40.10'
L7	N42°57'59"E	42.38'
L8	N87°38'21"E	51.18'
L9	S49°06'20"E	64.80'
L10	N79°17'03"E	40.72'
L11	S89°18'27"E	24.66'
L12	S49°06'20"E	35.75'
L13	S23°35'07"W	31.40'
L14	S36°47'09"W	13.28'
L15	N47°59'53"E	5.33'
L16	N44°35'10"W	17.12'
L17	S45°05'50"E	22.74'
L18	S45°05'50"E	35.10'
L19	N36°47'09"E	9.83'
L20	S00°50'43"W	2.55'
L21	N34°09'00"W	19.11'

CURVE TABLE

No.	RADIUS	DELTA	LENGTH	TANGENT
C1	289.00'	08°45'17"	44.16'	22.12'
C2	289.00'	25°41'24"	129.58'	65.90'
C3	289.00'	08°17'58"	41.86'	20.97'
C4	289.00'	12°43'51"	64.21'	32.24'
C5	130.00'	22°24'53"	50.86'	25.78'
C6	130.00'	62°10'50"	141.08'	78.39'
C7	250.00'	23°48'27"	103.88'	52.70'
C8	250.00'	14°43'43"	64.27'	32.31'
C9	250.00'	38°32'11"	168.15'	87.39'
C10	150.00'	12°32'36"	32.84'	16.49'
C11	150.00'	34°13'53"	89.62'	46.19'
C12	150.00'	46°46'29"	122.46'	64.87'
C13	200.00'	15°46'09"	55.04'	27.70'
C14	141.00'	26°05'27"	64.21'	32.67'
C15	141.00'	26°17'30"	64.70'	32.93'
C16	141.00'	52°22'57"	128.91'	69.35'
C17	104.00'	44°40'22"	81.09'	42.73'
C18	144.50'	40°12'07"	101.39'	52.88'
C19	832.00'	05°45'35"	83.64'	41.85'
C20	832.00'	05°38'56"	82.03'	41.05'
C21	119.50'	40°12'07"	83.85'	43.73'
C22	25.00'	59°07'55"	24.27'	13.19'
C23	166.00'	15°56'04"	46.17'	23.23'
C24	175.00'	14°25'03"	44.04'	22.13'
C25	25.00'	76°51'42"	33.54'	19.84'
C26	175.00'	02°33'33"	7.82'	3.91'
C27	175.00'	17°10'57"	52.48'	26.44'
C28	275.00'	29°18'49"	140.70'	71.92'
C29	275.00'	09°13'21"	44.27'	22.18'
C30	225.00'	00°41'14"	2.70'	1.35'
C31	585.00'	07°27'40"	73.58'	36.84'
C32	585.00'	11°12'37"	110.55'	55.45'
C33	105.00'	33°18'04"	61.03'	31.40'
C34	25.00'	124°55'43"	54.51'	47.95'
C35	25.00'	61°01'19"	26.63'	14.73'
C36	155.00'	01°40'17"	4.52'	2.26'
C37	155.00'	13°16'08"	35.93'	18.05'
C38	155.00'	16°41'34"	45.16'	22.74'
C39	155.00'	28°38'06"	77.47'	39.56'
C40	515.00'	09°17'11"	83.47'	41.83'
C41	515.00'	09°23'06"	84.36'	42.27'
C42	25.00'	102°30'46"	44.73'	31.16'
C43	225.00'	56°28'57"	221.81'	120.58'
C44	225.00'	31°31'43"	123.81'	63.52'
C45	225.00'	16°50'14"	66.12'	33.30'
C46	25.00'	90°00'00"	39.27'	25.00'
C47	25.00'	42°50'01"	18.69'	9.81'
C48	50.00'	46°12'12"	40.32'	21.33'
C49	50.00'	76°22'47"	66.65'	39.33'
C50	50.00'	42°36'33"	37.18'	19.50'
C51	50.00'	38°34'32"	33.66'	17.50'
C52	50.00'	36°32'04"	31.88'	16.50'
C53	50.00'	35°39'42"	31.12'	16.08'
C54	50.00'	275°57'49"	240.82'	------
C55	25.00'	53°07'48"	23.18'	12.50'
C56	25.00'	60°26'24"	26.37'	14.56'
C57	50.00'	115°53'52"	101.14'	79.86'
C58	50.00'	61°48'57"	53.94'	29.93'
C59	50.00'	34°22'39"	30.00'	15.47'
C60	50.00'	61°12'32"	53.41'	29.58'
C61	50.00'	273°18'00"	238.50'	------
C62	25.00'	32°51'36"	14.34'	7.37'
C63	175.00'	46°22'32"	141.64'	74.66'
C64	175.00'	02°09'25"	6.59'	3.29'
C65	275.00'	04°22'00"	20.96'	10.48'
C66	275.00'	24°18'40"	116.53'	59.15'
C67	275.00'	27°50'15"	133.61'	68.15'
C68	25.00'	106°27'33"	46.45'	33.45'
C69	225.00'	08°52'35"	34.86'	17.46'
C70	125.00'	24°12'43"	52.82'	26.81'
C71	125.00'	22°33'46"	49.22'	24.94'
C72	1445.50'	03°24'42"	86.07'	43.05'
C73	1445.50'	06°15'24"	132.82'	66.46'
C74	1445.50'	04°39'24"	117.48'	58.77'
C75	155.50'	03°54'32"	10.61'	5.31'
C76	155.50'	04°36'40"	12.51'	6.26'
C77	155.50'	04°36'37"	12.51'	6.26'
C78	155.50'	04°36'22"	12.59'	6.30'
C79	155.50'	28°50'01"	78.25'	39.97'
C80	155.50'	33°03'17"	89.71'	46.14'
C81	25.00'	98°35'53"	16.80'	8.74'
C82	50.00'	59°50'21"	52.22'	28.77'
C83	50.00'	58°31'34"	51.07'	28.02'
C84	50.00'	39°26'10"	34.44'	17.94'
C85	50.00'	35°29'23"	30.97'	16.00'
C86	50.00'	46°06'46"	40.24'	21.28'
C87	50.00'	273°48'46"	238.95'	------
C88	25.00'	60°55'45"	26.77'	16.21'
C89	105.50'	68°59'38"	127.04'	72.50'
C90	1395.50'	02°31'21"	61.44'	30.73'
C91	1395.50'	05°49'54"	142.03'	71.08'
C92	1395.50'	04°41'27"	114.25'	57.16'
C93	25.00'	76°53'28"	33.55'	19.85'
C94	225.00'	14°55'26"	58.61'	29.47'
C95	116.00'	33°50'03"	68.67'	35.37'
C96	116.00'	18°27'55"	37.38'	18.86'
C97	79.00'	39°50'34"	54.94'	28.63'
C98	25.00'	92°49'23"	23.05'	12.42'
C99	50.00'	97°23'41"	84.99'	56.91'
C100	50.00'	43°17'58"	37.79'	19.85'
C101	50.00'	20°39'47"	18.03'	9.11'
C102	50.00'	16°11'10"	14.13'	7.11'
C103	50.00'	14°40'54"	12.81'	6.44'
C104	50.00'	15°16'44"	13.33'	6.71'
C105	50.00'	276°15'31"	241.08'	------
C106	25.00'	46°29'06"	20.28'	10.74'
C107	129.00'	42°53'32"	96.57'	50.67'
C108	166.00'	04°25'32"	12.82'	6.41'
C109	25.00'	92°21'13"	40.30'	26.05'
C110	169.50'	12°04'15"	35.71'	17.92'
C111	169.50'	28°07'52"	83.22'	42.47'
C112	882.00'	07°31'38"	115.87'	58.02'
C113	882.00'	03°52'52"	59.75'	29.88'

LEGEND

- ◉ FD. G.L.O. BRASS CAP
- ⊠ FD. 1/2" REBAR (NO TAG)
- ⊗ FD. 1/2" REBAR #12005
- ⊕ FD. 1/2" REBAR #16847
- □ FD. 1/2" REBAR #19353
- × FD. 1/2" TWISTED STEEL #19353
- △ FD. 5/8" REBAR #YAVAPAI CO.
- ● SET 1/2" REBAR BY WELKER #19353
- ■ SET 1/2" REBAR BY HAYWOOD #13941
- ▨ PUE, SIGNAGE, LANDSCAPING, AND ING./EGR. ESMT.

NOTE: BOUNDARY SURVEY BY WELKER LAND SURVEYING AND RECORDED IN BOOK 19 OF LAND SURVEYS, PAGE 23, IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER.

(RECORDER'S DATA)
FEE# 9506011
Filed and recorded at the request of
Crystal Creek Homes Inc
February 3 A.D. 1995
at 14:15 o'clock P. M
Book 31 of Maps & Plats
Page 63
Records of Yavapai County, Arizona
MARCO W. CARSON
County Recorder
Lorraine L. Hazelwood
Deputy Recorder

M • HAYWOOD • ASSOCIATES • INC
SURVEYING • ENGINEERING • PLANNING
115 E. GOODWIN STREET
PRESCOTT, AZ. 86303
(602) 778-5101

JOB NO: 93-120	DRAWN: REP
CREW: K. TATE	DATE: 10/12/94
CLIENT: CRYSTAL CRK.	CHECKED: GMH
SCALE: 1" = 100'	DATE: 10/17/94

SUMMIT POINTE BY CRYSTAL CREEK
Sheet 2 of 3

E:\93120\FIN-PLT2.DWG

Unofficial Copy

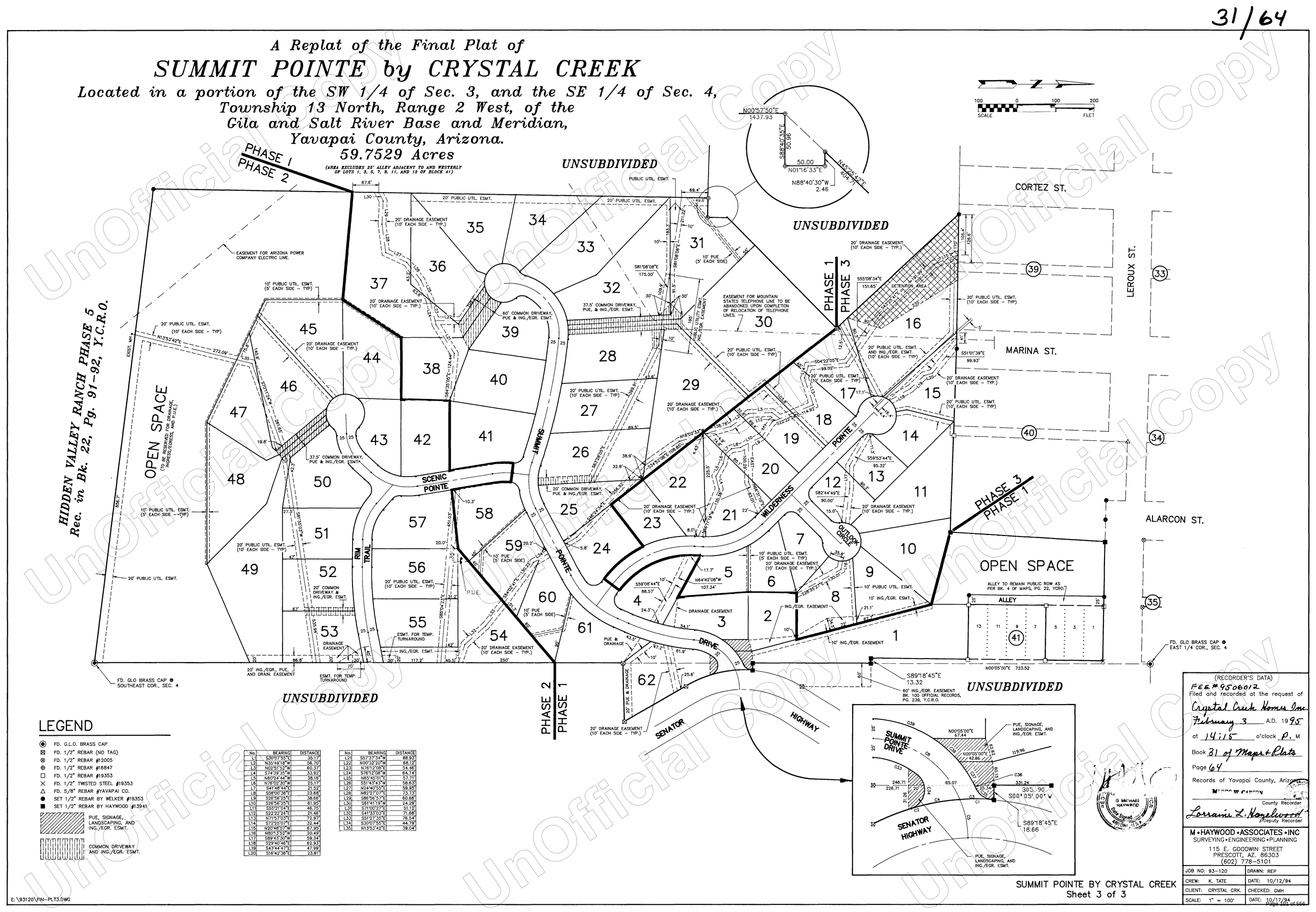
A Replat of the Final Plat of

SUMMIT POINTE by CRYSTAL CREEK

Located in a portion of the SW 1/4 of Sec. 3, and the SE 1/4 of Sec. 4, Township 13 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

59.7529 Acres

(AREA EXCLUDES 25' ALLEY ADJACENT TO AND WESTERLY OF LOTS 1, 3, 5, 7, 9, 11, AND 13 OF BLOCK 41)



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- ■ SET 1/2" REBAR BY HAYWOOD #13941

PUE, SIGNAGE, LANDSCAPING, AND ING./EGR. ESMT.

COMMON DRIVEWAY AND ING./EGR. ESMT.

No.	BEARING	DISTANCE
L1	S30°07'55"E	35.17'
L2	N35°49'18"W	56.70'
L3	N02°51'52"W	80.37'
L4	S74°39'35"W	33.92'
L5	N60°24'44"W	38.16'
L6	N76°02'30"W	25.17'
L7	S41°48'44"E	21.52'
L8	S08°00'36"E	23.68'
L9	S26°56'25"E	38.66'
L10	S26°56'25"E	61.95'
L11	S55°21'04"E	46.75'
L12	S22°22'24"E	21.46'
L13	N71°57'03"E	72.97'
L14	S72°25'07"E	32.44'
L15	N20°48'07"W	67.95'
L16	N80°13'52"W	20.49'
L17	S89°43'30"W	59.34'
L18	S29°40'46"E	62.93'
L19	S43°44'47"E	47.99'
L20	S16°42'36"E	23.61'

No.	BEARING	DISTANCE
L21	S57°37'34"W	88.93'
L22	N00°32'20"W	68.12'
L23	N76°12'08"E	54.46'
L24	S76°12'08"W	64.74'
L25	N65°46'01"E	57.71'
L26	S51°43'43"W	58.63'
L27	N24°40'55"E	59.95'
L28	N82°27'07"E	73.73'
L29	S86°56'57"E	60.66'
L30	S61°41'19"W	24.29'
L31	S71°00'27"E	51.12'
L32	S41°33'03"E	71.68'
L33	S51°27'35"E	76.54'
L34	S30°07'55"E	44.79'
L35	N13°53'42"E	39.04'

(RECORDER'S DATA)
FEE #9506012
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SCALE: 1" = 100'	DATE: 10/17/94

SUMMIT POINTE BY CRYSTAL CREEK
Sheet 3 of 3

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Unofficial Copy

TO:	MAYOR AND CITY COUNCIL
AGENDA:	February 24 Voting Meeting
DATE:	February 24, 2026
DEPT:	Public Works
ITEM #:	8.D
SUBJECT:	**CONTINUED ITEM:** Approval of City Contract No. 2025-066A2, an Amendment to City Contract No. 2025-066 with Kimley-Horn and Associates, LLC, for Final Design Services for the Effluent & Wastewater Pipeline & SR89 Improvements Project. Funding is Budgeted & Available in the Wastewater and Street Funds, and the Final Dollar Amount will be Dependent Upon which Alternative Option is Selected by the Council.

ITEM SUMMARY

This item is continued from the Tuesday, February 10 Voting Meeting for approval of City Contract No. 2025-066A2 with Kimley-Horn and Associates, LLC, for the Final Design Services for the Effluent and Wastewater Pipelines and SR89 Improvements Project. The dollar amount for this project will be dependent upon which of the options the Council selects. The location of the project is shown on the attached vicinity map, Exhibit A.

BACKGROUND

This contract provides final design services for the replacement of an effluent main, installation of a second gravity sewer main to increase capacity and add redundancy, and SR89 roadway improvements.

This project is an important part of the City's centralization effort by replacing undersized wastewater pipelines and a failing effluent pipeline in the corridor. Once complete, the project will increase pipeline capacity and centralize wastewater treatment and effluent distribution from the Airport Water Reclamation Facility. The project will also make roadway improvements to help improve safety, including cross-traffic roadway access and visibility along and at intersections, and improve and maintain efficient traffic flow.

The City conducted public outreach from June to November 2023 that included a survey to collect public comments and two (2) open houses. The project was presented at two (2) Council Study Sessions in June and December 2023. A Request for Statement of Qualifications (RSOQ) process, from March through July 2024, was used to review, evaluate, rank, and select an engineering design team. The RSOQ committee recommended the City negotiate an engineering design contract with Kimley-Horn and Associates, LLC (Kimley-Horn).

Kimley-Horn and their sub-consultants have collected traffic data along SR89 and surrounding roadways since December 2024, including the week before Christmas 2024, when SR89 was temporarily closed to perform repairs to a significant failure of the effluent line. From November 2024 to January 2025, Kimley-Horn and their engineering team have performed topographic and right-of-way surveys with ground GPS, aerial drones, surface and subsurface geotechnical imagining, seismic, and boring surveys and collected traffic data.

During February and March of 2025, Kimley-Horn held three (3) meetings with the citizens' Design Ranking Advisory Group to review and weigh the design evaluation criteria. They also held two (2)

meetings with the Technical Advisory Group to evaluate and rank the roadway alignment alternatives. The City Council was given a project update at the April 8th Study Session, including information about surface and subsurface surveying, traffic data and analysis, the outcome of the ranking evaluation criteria by the Design Ranking Advisory Group, and the ranking of the roadway alignment alternatives by the Technical Advisory Group. Kimley-Horn then proceeded with the 15% design for the two (2) highest ranked roadway alignment alternatives and one (1) no-widen alternative.

From July to September, there was a 60-day public comment period and Kimley-Horn presented the preliminary design conceptual plans for the three (3) roadway alignment alternatives to the City Council at two (2) Study Sessions and two (2) Public Hearings. Kimley-Horn's presentation included the 15% Design Concept Report, which included utility alignments and analysis, roadway alignment analysis, constructability analysis with cost estimates, a full topographic survey, geotechnical investigation and report, corridor traffic analysis, corridor visualization, summary of comment period, and weighted evaluation matrix of up to 15 utility and roadway alignment alternatives and three (3) alternatives for Council's review.

At the February 10, 2026, Council Voting Meeting, the item was postponed requesting additional analysis. Exhibit B is an overview of each design alternative Engineer's Cost Estimate of Construction. Exhibit C shows an inflation table on the cost to construct additional roadway lanes in the years 2034 and 2040 at a 4% interest rate.

Alternative No.	Cost - Final Design Services
2A	$2,073,141.00
2B	$2,112,611.00
2C	$2,033,131.00
3B	$2,472,448.00
5B	$2,463,848.00

FINANCIAL IMPACT

Funding for this contract is budgeted in FY26 from the Wastewater and Street Funds.

RECOMMENDED ACTION

MOVE to approve City Contract No. 2025-066A2 with specified alternative #

ATTACHMENTS

1. Effluent and Wastewater Pipes and SR89 Improvements Design Contract Presentation
2. Exhibit A - Project Location Map
3. Exhibit B - Engineer Estimates
4. Exhibit C - 4% Inflation Table
5. Final Design Services Alternative 2A No Widening One (1) Roundabout and Safety Improvements
6. Final Design Services Alternative 2B No Widening Two (2) Roundabouts and Safety Improvements
7. Final Design Services Alternative 2C No Widening Turnaround and Safety Improvements
8. Final Design Services Alternative 3B Full Five Lane Widening Along Entire Corridor and Safety Improvements
9. Final Design Services Alternative 5B Five Lane Widening with Four Lane Widening with Barrier at Narrows and Safety Improvements
10. Contract - 2025-066 - KIMLEY-HORN AND ASSOCIATES INC

11. Amendment_2_2025-066_Draft

EFFLUENT & WASTEWATER PIPELINES & SR89 IMPROVEMENTS PROJECT - DESIGN CONTRACT

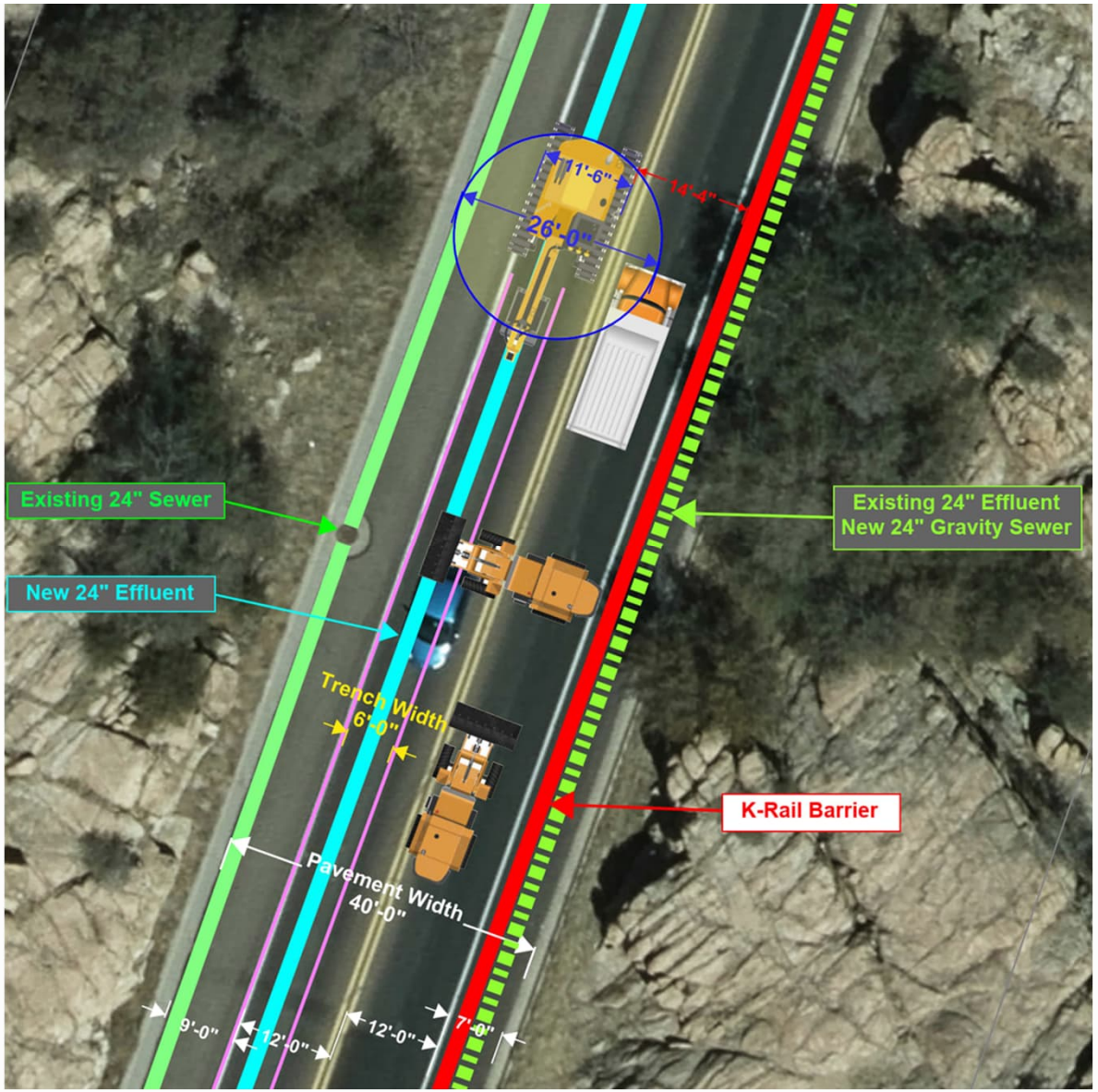
Presented by:
Gwen Rowitsch, Public Works Director

Define the problem – Utilities:

- Failing effluent line
  - Multiple documented breaks
  - Emergency repairs are costly and disruptive
- Additional sewer capacity is needed to complete Centralization

Define the problem – Roadway:

- Roadway to be reconstructed due to utility project
  - 20-30 years lifecycle with routine maintenance
- Roadway is expected to be at a Level of Service F by 2034
  - Reduced lifecycle if removed/replaced in 2034
- Portions of the roadway are narrow/construction constraints
  - Road closures during construction (3.5 - 5 months)
  - Ongoing traffic disruption for sewer maintenance


11'-6"
14'-4"
26'-0"
Existing 24" Sewer
New 24" Effluent
Existing 24" Effluent
New 24" Gravity Sewer
Trench Width
6'-0"
K-Rail Barrier
Pavement Width
40'-0"
9'-0"
12'-0"
12'-0"
7'-0"

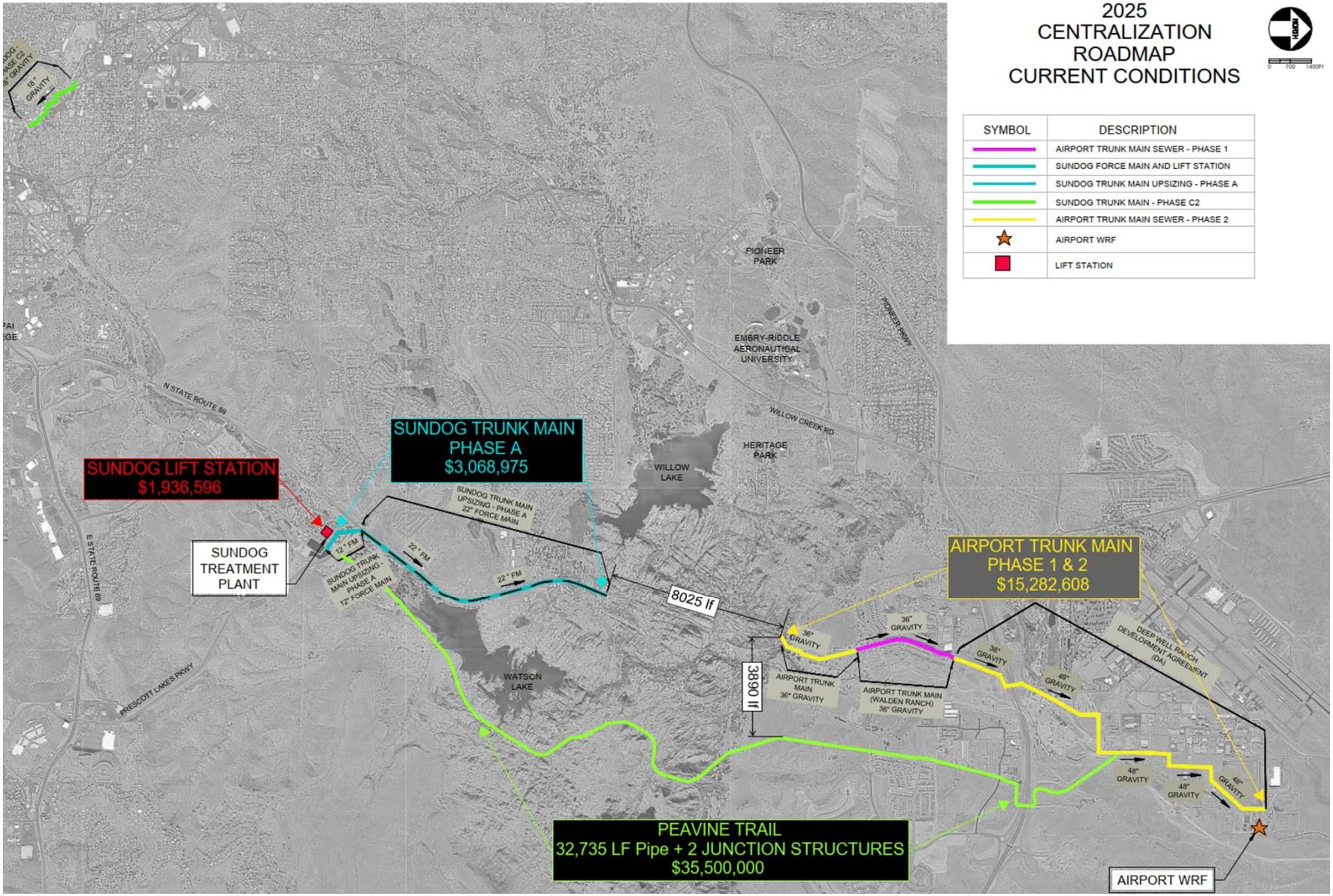
Additional considerations:

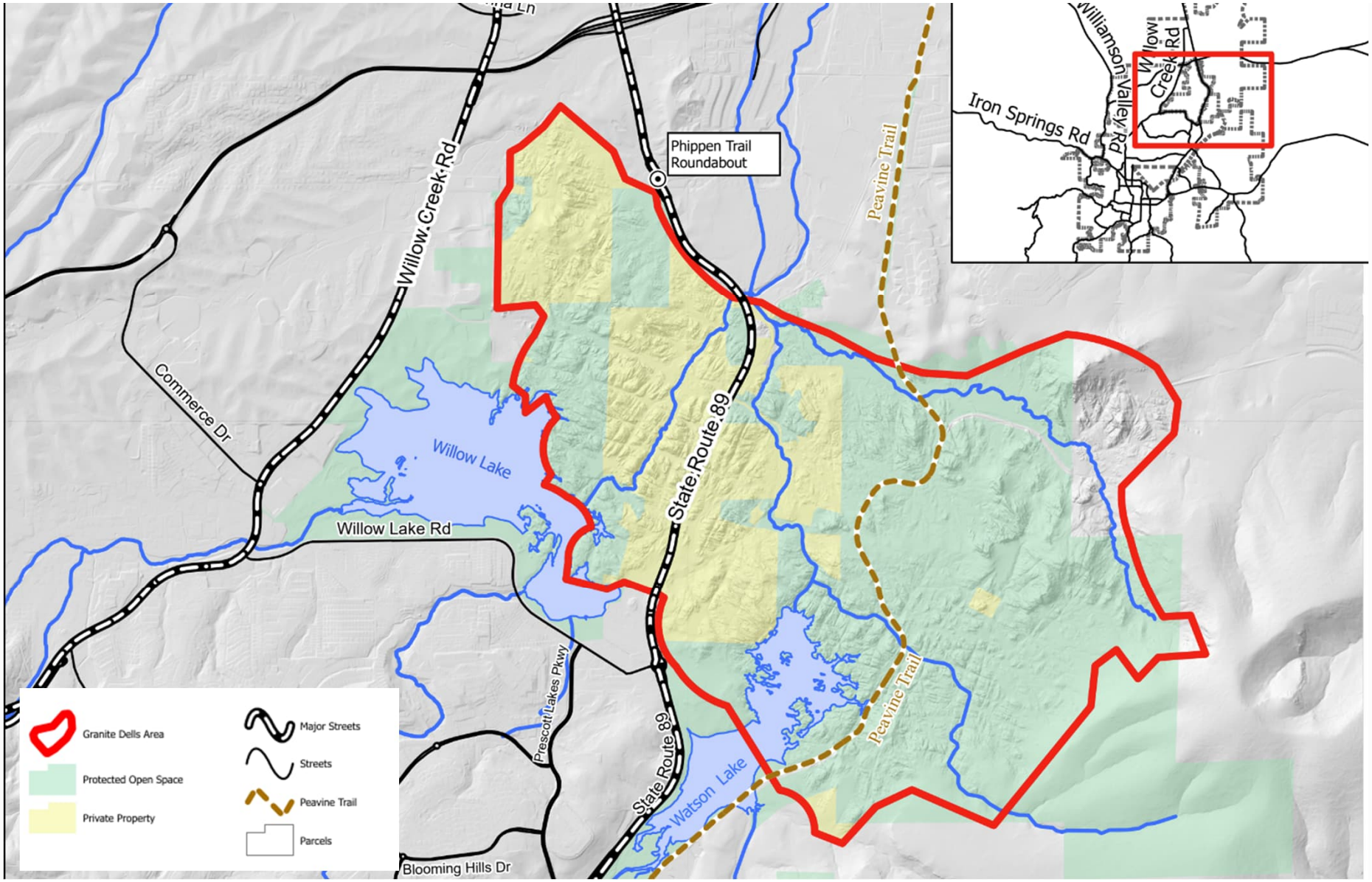
- Slip Lining Effluent Main
  - Slip lining reduces capacity
  - Condition of existing pipe will not support slip lining
    - Damage from outside in, not inside out
  - Manholes needed every 500ft to convert to gravity
  - Grade - converting from force to gravity

- Peavine Trail
  - Land east of SR89 is private or protected Open Space (Proposition 484)
    - Limited uses, utilities, and recreation
  - Force main required
  - Inability to maintain/equipment accessibility
  - Manholes needed

- New North - South Route (Expressway from Zoo to SR89/Willow Lake Roundabout)
  - Land east of Willow Creek Road is protected Open Space
    - Limited uses, water supply, and recreation
  - Cost estimate approx $36 - 40 million (bridges, traffic control, 3-4 miles)

CITY OF PRESCOTT ARIZONA


2025
CENTRALIZATION
ROADMAP
CURRENT CONDITIONS
NORTH
0 700 1400Ft
SYMBOL
DESCRIPTION
AIRPORT TRUNK MAIN SEWER - PHASE 1
SUNDOG FORCE MAIN AND LIFT STATION
SUNDOG TRUNK MAIN UPSIZING - PHASE A
SUNDOG TRUNK MAIN - PHASE C2
AIRPORT TRUNK MAIN SEWER - PHASE 2
AIRPORT WRF
LIFT STATION
SUNDOG LIFT STATION
$1,936,596
SUNDOG TRUNK MAIN
PHASE A
$3,068,975
SUNDOG TREATMENT PLANT
SUNDOG TRUNK MAIN UPSIZING - PHASE A 22" FORCE MAIN
SUNDOG TRUNK MAIN UPSIZING - PHASE A 12" FORCE MAIN
12" FM
22" FM
22" FM
8025 lf
3890 lf
AIRPORT TRUNK MAIN
PHASE 1 & 2
$15,282,608
36" GRAVITY
36" GRAVITY
36" GRAVITY
AIRPORT TRUNK MAIN 36" GRAVITY
AIRPORT TRUNK MAIN (WALDEN RANCH) 36" GRAVITY
48" GRAVITY
DEEP WELL RANCH DEVELOPMENT AGREEMENT (DA)
48" GRAVITY
48" GRAVITY
48" GRAVITY
PEAVINE TRAIL
32,735 LF Pipe + 2 JUNCTION STRUCTURES
$35,500,000
AIRPORT WRF
PIONEER PARK
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY
PIONEER PKWY
WILLOW CREEK RD
HERITAGE PARK
WILLOW LAKE
WATSON LAKE
N STATE ROUTE 89
E STATE ROUTE 69
PRESCOTT LAKES PKWY


Phippen Trail Roundabout
Willow Creek Rd
Commerce Dr
Willow Lake
Willow Lake Rd
State Route 89
Peavine Trail
Prescott Lakes Pkwy
Watson Lake
Blooming Hills Dr
Iron Springs Rd
Williamson Valley Rd
Granite Dells Area
Protected Open Space
Private Property
Major Streets
Streets
Peavine Trail
Parcels

	Roundabouts	Signals*
Traffic Movement	Continuous flow in multiple directions, under a yield condition	Stop/Start (historic traffic = delays/backup in peak travel times)
Speeds	Series of roundabouts promotes slower, more consistent speeds	Higher speeds between signals, (speed up to beat the yellow/red light or jockeying for position)
Turn arounds	Multiple U-turns through the corridor	Completed under a yield condition or after stopping opposing traffic
Accident Type/Severity	More crashes but lower severity injury/fatality (Side swipe, rear end)	Less crashes but higher severity injury/fatality (T-bone, left turn)

** Modern Traffic Signals include detection, adjustable timing, and ability to adapt to traffic conditions. Sometimes referred to as "Smart Traffic Light"*

Additional considerations:

- Widening = Construction Manager At Risk (CMAR)
  - Partnership - City, Design Team, Construction Team
  - Provides Guaranteed Maximum Price (GMP)
  - Advise on constructability and sequencing of schedule
  - Determine means and methods of construction
    - Refers to specific techniques, sequences, procedures and safety precautions a contractor uses
  - Identify alternative materials where applicable

- Non-widening = Design, Bid, Build
  - Less collaboration needed - built per the plans
    - Design team and Construction team work independently with City
  - Low bid
    - Contract Allowance for contingencies
  - Contractor determines means and methods of construction

Yavapai Plan – Regional Transportation Plans

Traffic Data Collection/Modeling

Traffic Study – Roadway Level of Service (LOS)

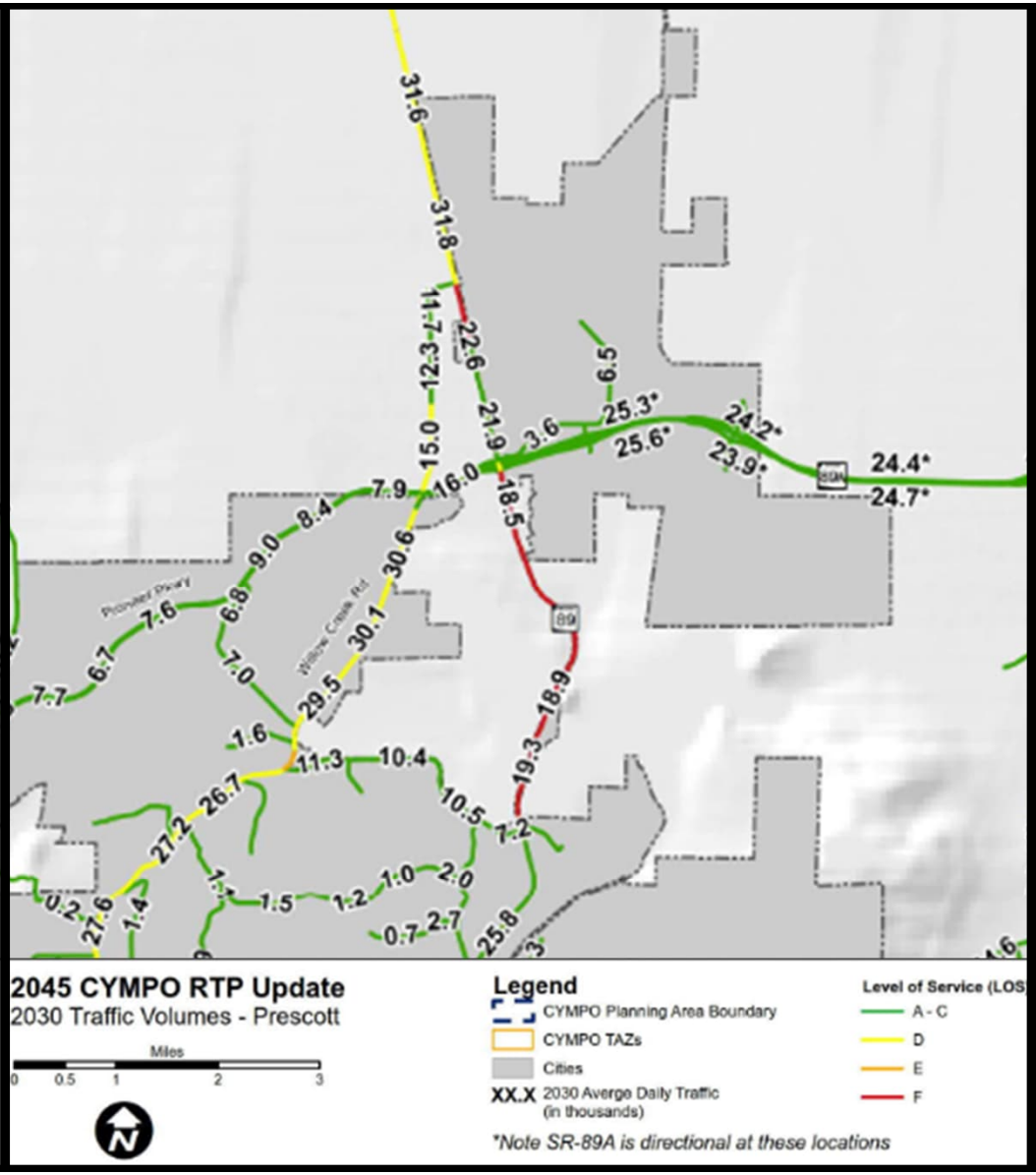
Regional and Local Impact to Roadways

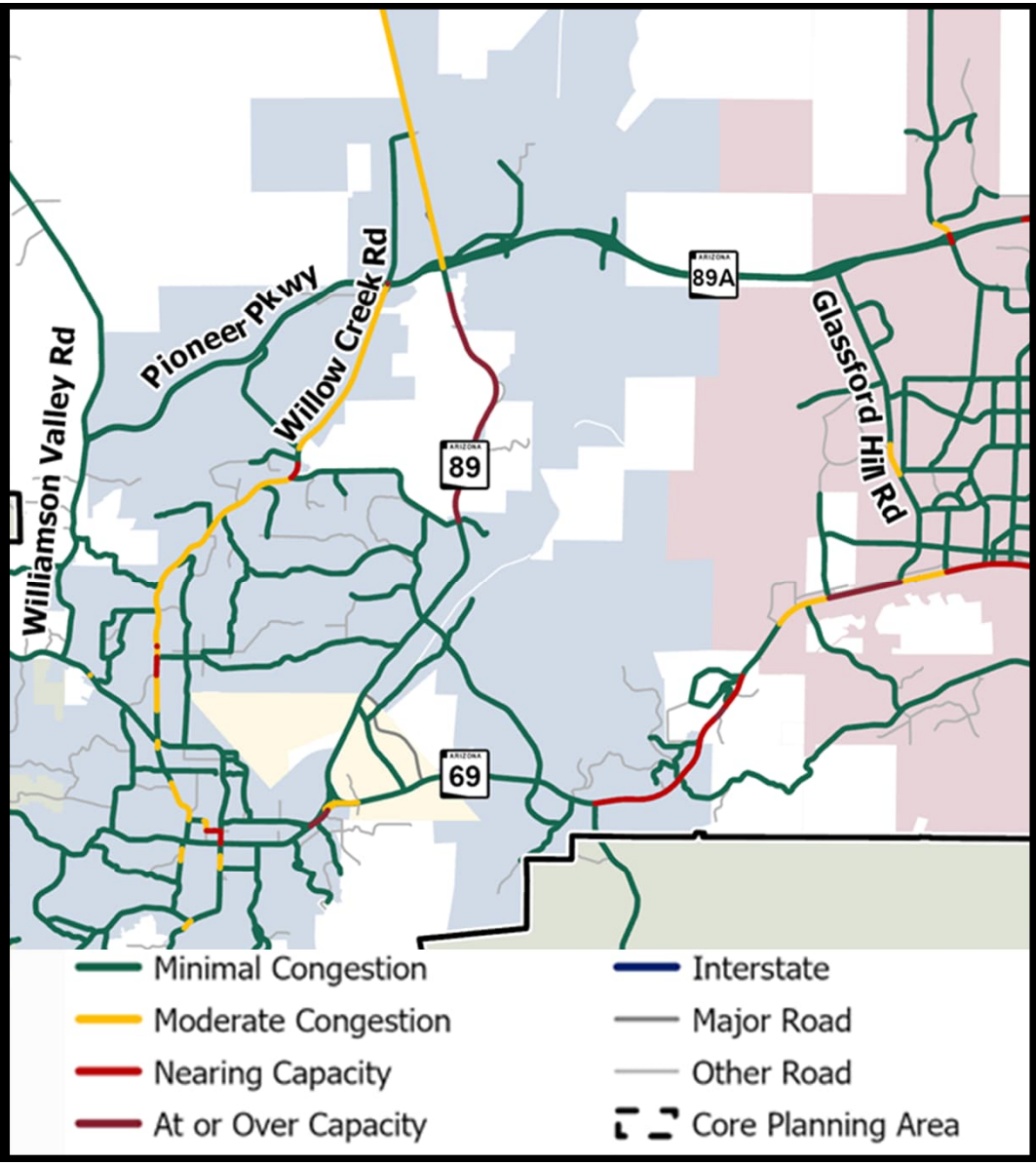
Yavapai Plan/CYMPO

- 2045 Regional Transportation Plan (RTP)
  - Identified LOS F by 2030
  - High priority project
    - Traffic modeling and capacity analysis-based criteria

- MOVE 2050 (RTP)
  - At or Over Capacity (doesn't identify the year)
  - Medium priority project
    - Performance-based criteria
      - Safety, Transportation Choices, Equity, Environmental Quality, Public Support & Implementation
    - Year is based on administrative programming placeholder (2041 - 2050)
      - Not a traffic capacity date or when the LOS reaches F

Key Point: The traffic need did not change — the scoring formula did


2045 CYMPO RTP Update
2030 Traffic Volumes - Prescott
Miles
0 0.5 1 2 3
Legend
CYMPO Planning Area Boundary
CYMPO TAZs
Cities
XX.X 2030 Averge Daily Traffic (in thousands)
*Note SR-89A is directional at these locations
Level of Service (LOS)
A - C
D
E
F


Williamson Valley Rd
Pioneer Pkwy
Willow Creek Rd
Glassford Hill Rd
89A
89
69
Minimal Congestion
Moderate Congestion
Nearing Capacity
At or Over Capacity
Interstate
Major Road
Other Road
Core Planning Area

Traffic Data Collection/Modeling

- Traffic counts were collected twice (2023 & 2025) and matched closely with ADOT and City annual traffic data allowing limited study collection days to be utilized with confidence
- Origin/Destination model volumes were compared to real-world counts and were nearly identical further verifying data
- Advanced VISSIM modeling was used, with 100 total simulation runs covering AM/PM peak periods and multiple future scenarios
- The traffic model was calibrated to meet Federal Highway Administration standards
- CYMPO Regional Transportation Plans performed by Jacobs, AECOM, and Kimley-Horn all predict LOS F for the 2-lane roadway option

CITY OF PRESCOTT
ARIZONA

Level of Service (LOS)

SR89

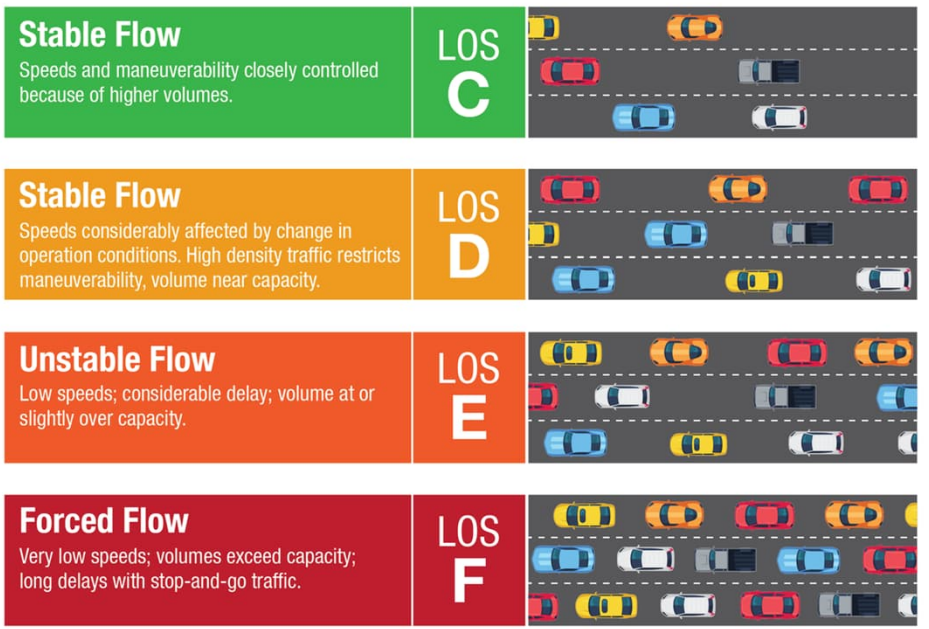
- 2.75% *Traffic* growth rate
- 2025 LOS D/E = 22,000 vehicles per day
- 2034 LOS F = 25,200 vehicles per day
  - Willow Lake Roundabout expected LOS F by 2034
  - Phippen Roundabout expected LOS F by 2039
- 2041 LOS F = 30,471 vehicles per day

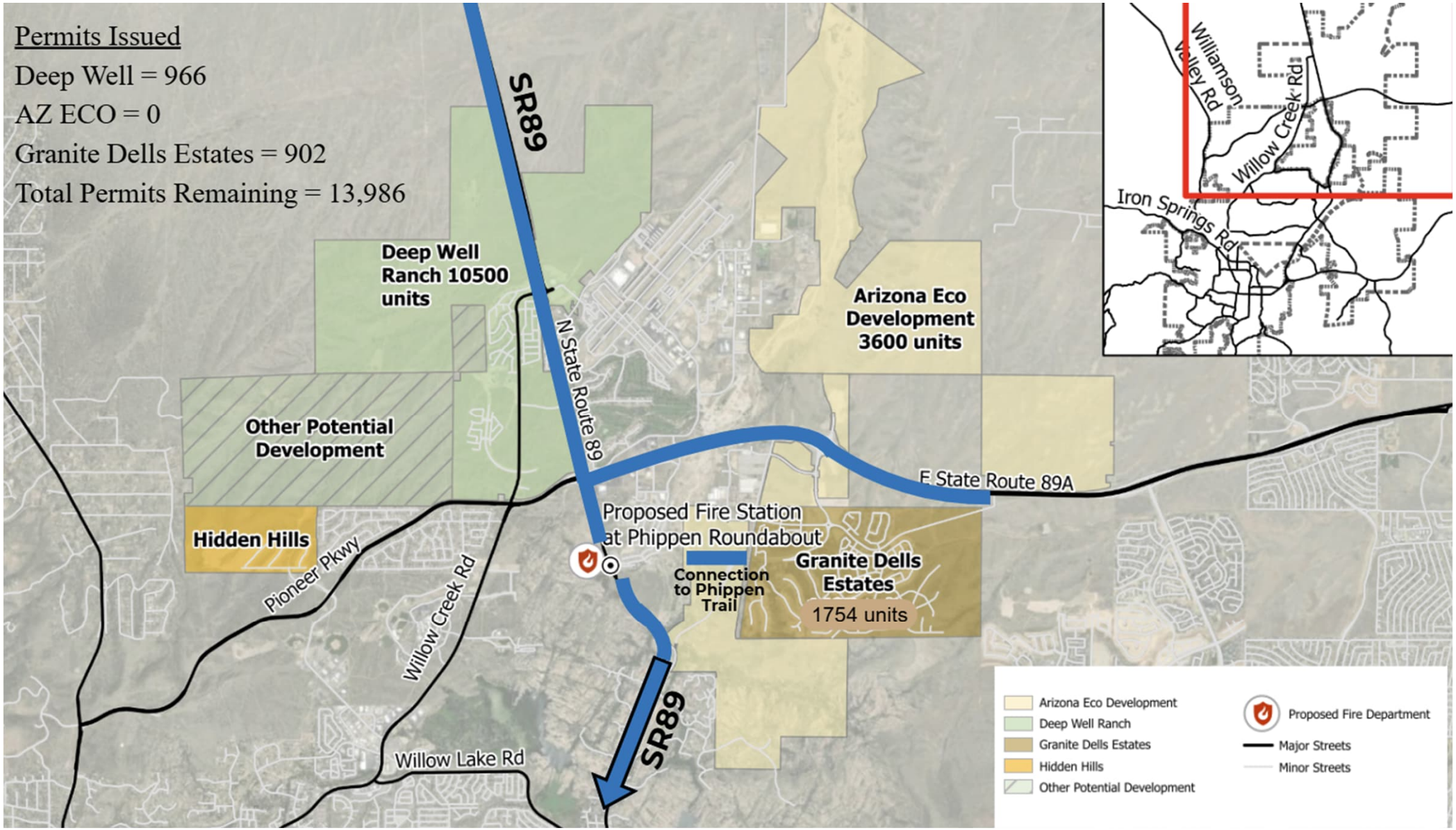
Driver Experience at Level of Service (LOS) F:

- Severe congestion and long delays
- Stop-and-go traffic conditions
- Unpredictable travel times
- Difficult lane changes and turns
- Increased rear-end and lane-change collisions

WIDENING TO 4-LANES RESTORES TO LOS C UNTIL 2051

LOS describes operating conditions of roadways based on speed, travel time, maneuverability, delay and safety




Permits Issued
Deep Well = 966
AZ ECO = 0
Granite Dells Estates = 902
Total Permits Remaining = 13,986
SR89
Deep Well Ranch 10500 units
Arizona Eco Development 3600 units
Other Potential Development
Hidden Hills
N State Route 89
E State Route 89A
Proposed Fire Station at Phippen Roundabout
Connection to Phippen Trail
Granite Dells Estates
1754 units
Pioneer Pkwy
Willow Creek Rd
Willow Lake Rd
SR89
Williamson Valley Rd
Willow Creek Rd
Iron Springs Rd
Arizona Eco Development
Deep Well Ranch
Granite Dells Estates
Hidden Hills
Other Potential Development
Proposed Fire Department
Major Streets
Minor Streets

Financial Impacts

- Project Cost
- Funding Source
- Project Cost by Service
- Construction Cost Escalators
- Present vs. Future Cost Evaluation
- Design Contract Options

Total Project Cost

Cost Estimate	Construction Cost	Final Design Cost	Total Cost*
2A	$25.03M	$2.07M	$28.10M
2B	$25.24M	$2.11M	$28.35M
2C	$24.85M	$2.03M	$27.88M
3B	$36.69M	$2.47M	$40.16M
5B	$35.55M	$2.46M	$39.01M

*15% design contract - $997k included in total cost

Funding Sources

- Wastewater Rates and Impacts Fees pay to put the road back
- Street 1% Sales Tax and Impact Fees pay for any improvements to roadway

Alternative	Construction Estimate	Wastewater Rates	Wastewater Impact Fee	Street 1% Sales Tax	Street Impact
2A	$25.03M	$18.91M	$4.73M	$1.39M	$0
2B	$25.24M	$18.97M	$4.74M	$1.53M	$0
2C	$24.85M	$18.87M	$4.72M	$1.26M	$0
3B	$36.69M	$17.45M	$4.36M	$10.42M	$4.46M
5B	$35.55M	$17.2M	$4.29M	$9.84M	$4.22M

Project Cost by Service

- Wastewater Rates and Impacts Fees pay to put the road back
- Street 1% Sales Tax and Impact Fees pay for any improvements to roadway

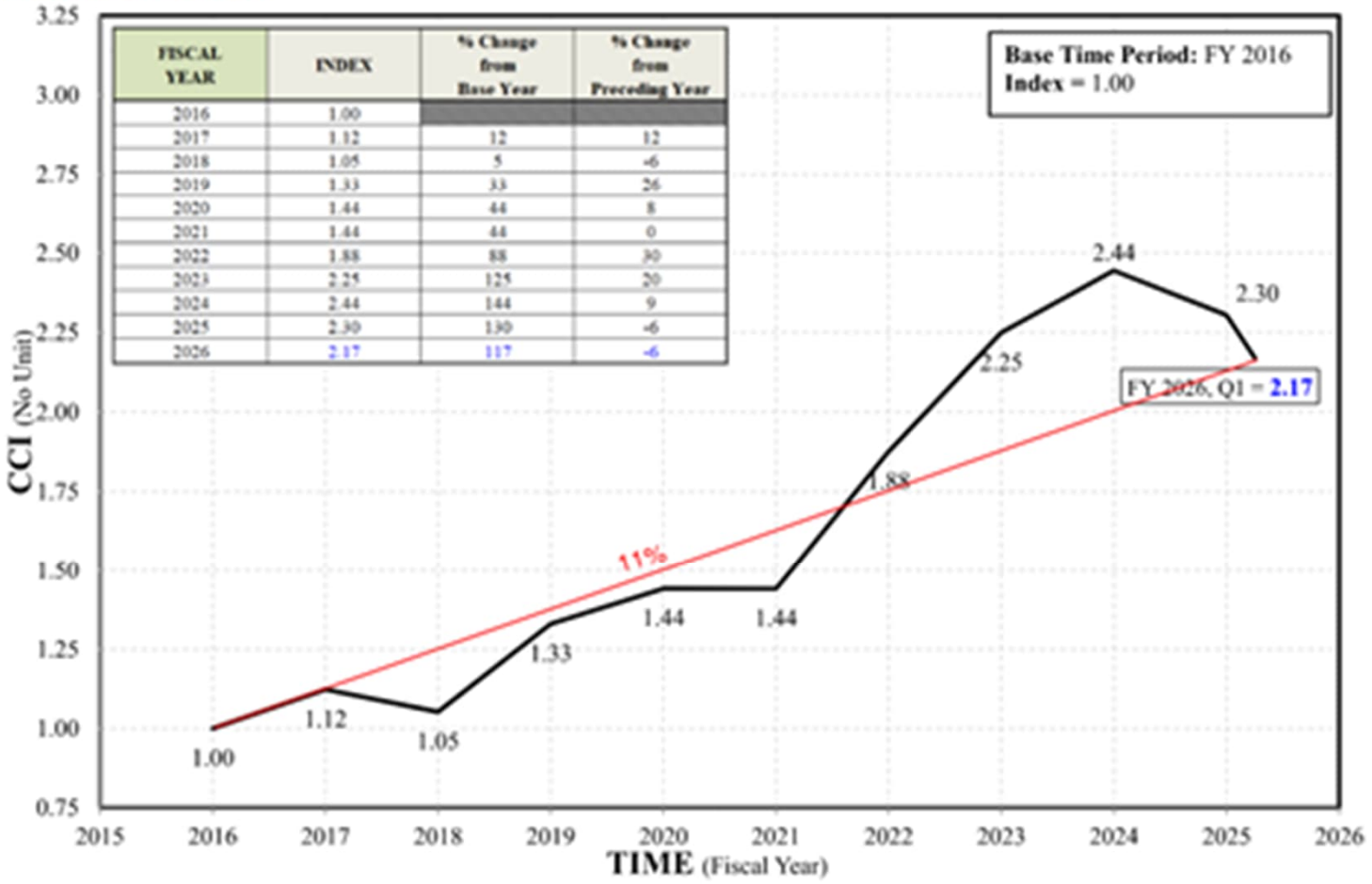
Alternative	Construction Estimate	Wastewater Cost	Roadway Cost
2A	$25.03M	$12.41M	$12.62M
2B	$25.24M	$12.41M	$12.83M
2C	$24.85M	$12.41M	$12.44M
3B	$36.69M	$11.74M	$24.95M
5B	$35.55M	$11.83M	$23.75M

ARIZONA DEPARTMENT OF TRANSPORTATION

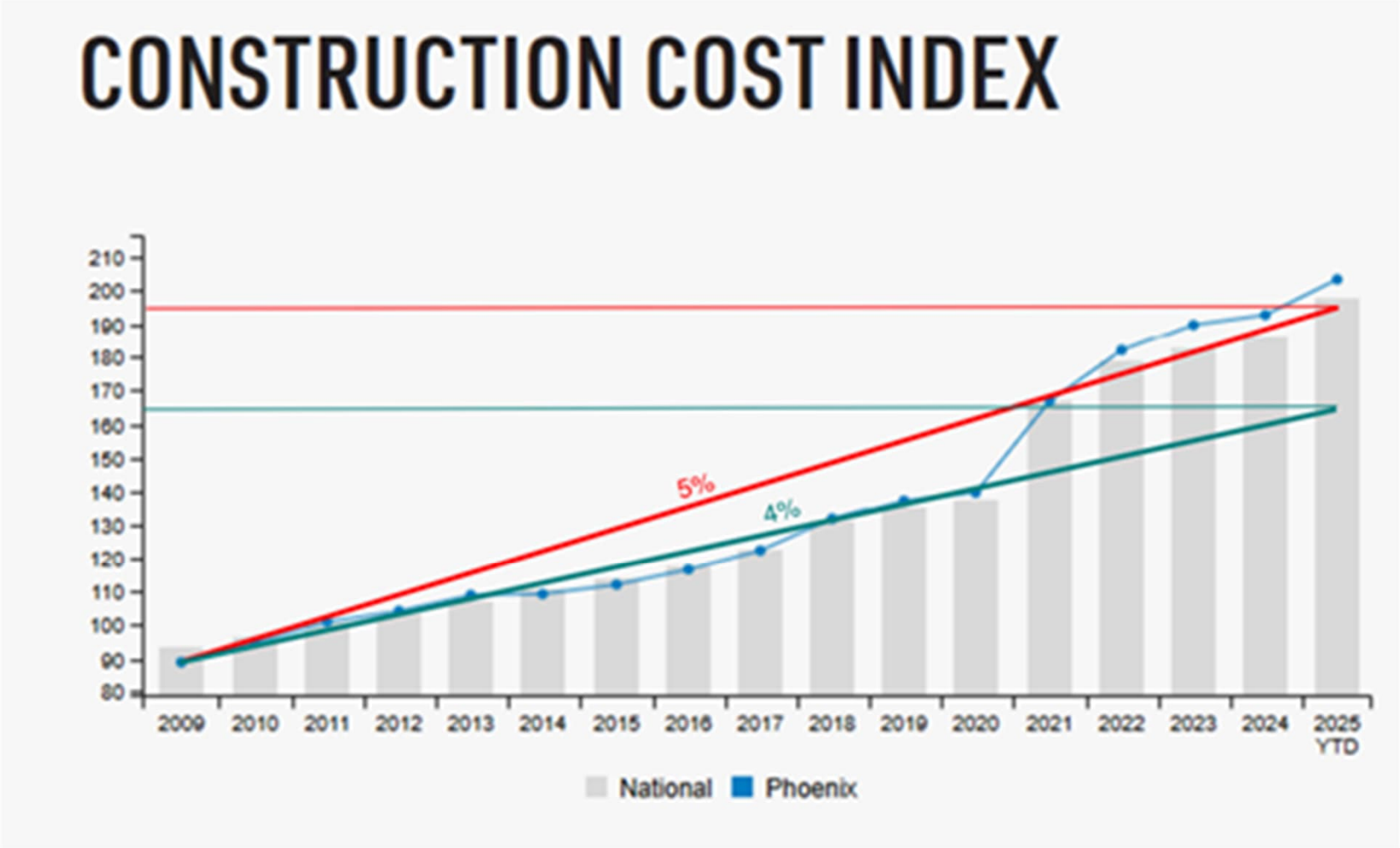
CONSTRUCTION COST INDEX

(Posting Date: 11/18/2025)

FISCAL YEAR	INDEX	% Change from Base Year	% Change from Preceding Year
2016	1.00		
2017	1.12	12	12
2018	1.05	5	-6
2019	1.33	33	26
2020	1.44	44	8
2021	1.44	44	0
2022	1.88	88	30
2023	2.25	125	20
2024	2.44	144	9
2025	2.30	130	-6
2026	2.17	117	-6



Mortenson Cost Index



Inflation Formula

Alternative 3B
- Alternative 2C
2026 Project Savings – Roadway Portion Only

2026 Project Savings – Roadway Portion Only
+ Replace existing asphalt lanes in Alt 2C
Cost to widen in 2026 **$17.16M**, without inflation

$17.16M* inflated at a rate of 4% annually will cost the City an **additional** $21.71M in 2034 and $27.47M in 2040

*See Exhibit C, 4% Inflation Table

2026: 3B Roadway Cost

Total Roadway Cost	**$24.95M**
Total Project Cost	**$36.69M**

2026: 2034 Roadway Cost

2026 - Two Lanes	$12.44
2034 - Additional Lanes	$21.71M
Total Roadway Cost	**$34.15M**
Total Project Costs	**$46.56M**

2026: 2040 Roadway Cost

2026 - Two Lanes	$12.44
2040 - Additional Lanes	$27.47M
Total Roadway Cost	**$39.91M**
Total Project Costs	**$52.32M**

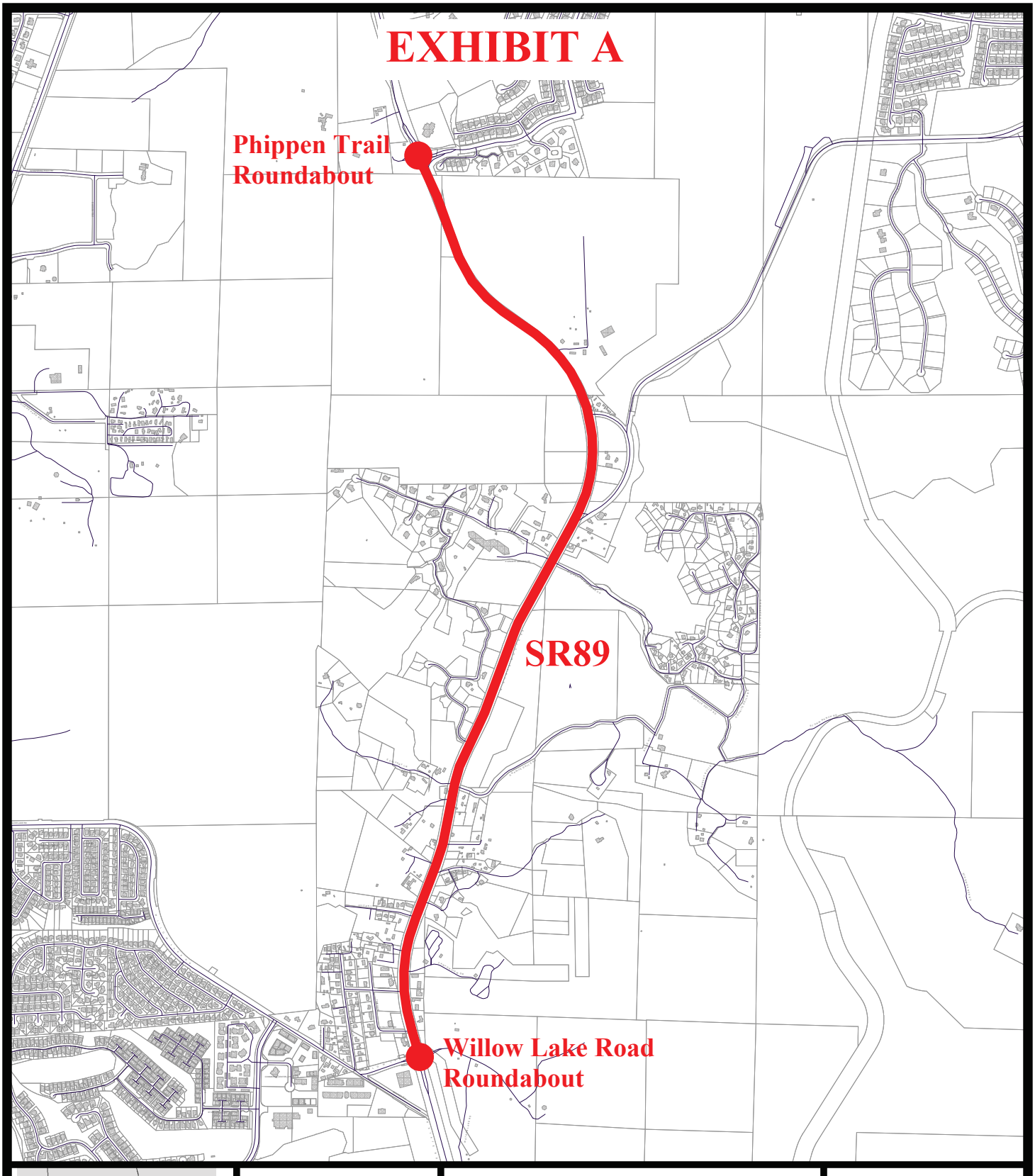
Design Contract Options

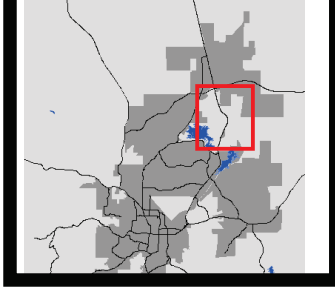
Alternative	Design Cost	Unique Features
2A	$2.07M	• No widening • One roundabout
2B	$2.11M	• No widening • Two roundabouts
2C	$2.03M	• No widening • “Michigan” left turn
3B	$2.47M	• Five lane widening throughout • Two roundabouts
5B	$2.46M	• Five - Four - Five lane widening • Two roundabouts

15% design contract - $997k

Questions?

EXHIBIT A





CITY OF PRESCOTT
ARIZONA

Effluent & Wastewater
Pipelines & SR89
Improvements

This map is a product of
The City of Prescott

0' 1" = 1662'

scott.balck, 2024-11-05 09:39:48
Start View

This document is a graphic representation only of best available sources.
The City of Prescott assumes no responsibility for any errors.

Engineer's Opinion of Probable Cost

Preliminary Design Services Effluent & Wastewater Pipelines and SR 89 Improvements - Alternative 2A					
Line No.	**Description**	**Qty**	**Unit**	**Unit Cost**	**Amount**
General Construction Items					
1	Construction Stakes, Lines and Grade	1	LS	$200,000.00	$200,000.00
2	Public Relations	1	ALL	$150,000.00	$150,000.00
3	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$200,000.00	$200,000.00
4	Mobilization/Demobilization	1	LS	$2,000,000.00	$2,000,000.00
5	Contract Allowance	1	ALL	$2,000,000.00	$2,000,000.00
6	Traffic Control Plan	1	LS	$50,000.00	$50,000.00
7	Temporary Construction Barrier	140	DAY	$1,500.00	$210,000.00
8	Barricades and Storage	1	LS	$400,000.00	$400,000.00
9	Message Boards (Each per Day)	1,200	EA	$150.00	$180,000.00
10	Incidental Traffic Related Items	1	LS	$300,000.00	$300,000.00
11	Flaggers	3,800	HR	$50.00	$190,000.00
12	Uniformed Off-Duty Law Enforcement Officers Allowance	1	ALL	$12,000.00	$12,000.00
			General Construction Items Subtotal		*$5,892,000.00*
Removal Items					
13	Roadway Excavation	770	CY	$ 45.00	$34,650.00
14	Rock Removal	1,000	CY	$ 300.00	$300,000.00
15	Unsuitable Material Remediation - (Provisionary Item May Not be Used)	100	CY	$ 150.00	$15,000.00
16	Remove and Dispose Asphalt Pavement	62,452	SY	$ 12.00	$749,424.00
17	Remove and Dispose Single Curb	295	LF	$ 25.00	$7,375.00
18	Remove and Dispose Curb and Gutter	500	LF	$ 12.00	$6,000.00
19	Remove and Dispose Concrete Pavement		SF	$ 6.00	$0.00
20	Remove and Dispose Median		SF	$ 15.00	$0.00
20	Remove and Dispose Storm Drain Pipe		LF	$ 70.00	$0.00
21	Remove and Dispose Sign, Pole, and Foundation		EA	$ 400.00	$0.00
22	Remove and Dispose Guardrail	240	LF	$ 25.00	$6,000.00
			Removal Items Subtotal	*$1,118,449.00*	
Roadway Improvement Items					
23	Embankment Material	820	CY	$ 100.00	$82,000.00
24	RipRap, D50=6"	40	CY	$ 300.00	$12,000.00
25	8" Subgrade Preparation	63,992	SY	$ 5.00	$319,960.00
26	Aggregate Base Course	26,621	CY	$ 95.00	$2,528,995.00
28	Asphalt Concrete (AC) Pavement	63,992	SY	$ 75.00	$4,799,400.00
29	AC Bituminous Tack Coat, Type SS-1h	63,992	SY	$ 1.20	$76,790.40
30	6" Concrete Driveway		SY	$ 150.00	$0.00
31	Vertical Curb and Gutter Type A, Quad City Std. Dtl. 220Q-1	1,682	LF	$ 45.00	$75,690.00
33	6" Single Curb Type A, MAG Std. Dtl. 222	787	LF	$ 40.00	$31,480.00
34	Curb Transition		EA	$ 600.00	$0.00
35	Curb Opening, MAG Std. Dtl. 226-1		EA	$ 600.00	$0.00

Preliminary Design Services Effluent & Wastewater Pipelines and SR 89 Improvements - Alternative 2A					
36	Valley Gutter, Quad City Std. Dtl. 240Q-1		SF	$ 60.00	$0.00
37	4" Solid Double Yellow Stripe (paint), Quad City Std. Dtl. 106P-1	800	LF	$ 0.50	$400.00
38	6" Solid White Stripe (paint), Quad City Std. Dtl. 106P-1	700	LF	$ 0.55	$385.00
39	6" Broken White Stripe (paint), Quad City Std. Dtl. 106P-1	150	LF	$ 0.55	$82.50
40	12" Solid White Stripe (paint), Quad City Std. Dtl. 106P-1	150	LF	$ 1.25	$187.50
41	18" Solid White Thermoplastic Stop Bar, Quad City Std. Dtl. 632Q and 106P-1	200	LF	$ 6.00	$1,200.00
42	Aluminum Sign Panel (Diamond Grade), Quad City Std. Dtl. 106-P and 131Q	50	SF	$ 25.00	$1,250.00
43	Sign Post, Quad City Std. Dtl. 131Q	15	EA	$ 200.00	$3,000.00
44	Sign Post Foundation, Quad City Std. Dtl. 131Q	15	EA	$ 350.00	$5,250.00
45	Sign Post Slip Base, Quad City Std. Dtl. 131Q	15	EA	$ 125.00	$1,875.00
46	Hydroseeding	1.0	AC	$ 4,500.00	$4,500.00
47	Retaining Wall	5,920	SF	$ 90.00	$532,800.00
48	12" HDPE Storm Pipe		LF	$ 160.00	$0.00
49	18" HDPE Storm Pipe		LF	$ 200.00	$0.00
50	Extend Box Culvert	0	LF	$ 2,000.00	$0.00
51	Guard Rail	772	LF	$ 70.00	$54,040.00
			Roadway Improvements Subtotal		*$8,561,525.40*
Sewer Improvement Items					
52	Closed Circuit Television Inspection	7,860	LF	$2.50	$19,650.00
53	Sanitary Force Main Air and Vacuum Release Valve	3	EA	$13,000.00	$39,000.00
54	12" HDPE Force Main	470	LF	$175.00	$82,250.00
55	24" HDPE Force Main	8,990	LF	$385.00	$3,461,150.00
56	24" Plug Valves	2	EA	$30,000.00	$60,000.00
57	8" DIP Sewer CL 350	140	LF	$175.00	$24,500.00
58	Hobas 24” CCFRPM, SN46 Sewer Main	7,720	LF	$600.00	$4,632,000.00
59	48" Sewer Manhole	2	EA	$10,000.00	$20,000.00
60	60” Polymer Manhole	20	EA	$56,000.00	$1,120,000.00
			Sewer Improvement Subtotal		*$9,458,550.00*
				Total Engineer's Estimate	**$25,030,524.40**
				Total (Rounded)	**$25,031,000.00**

Engineer's Opinion of Probable Cost

Preliminary Design Services Effluent & Wastewater Pipelines and SR 89 Improvements - Alternative 2B					
Line No.	**Description**	**Qty**	**Unit**	**Unit Cost**	**Amount**
General Construction Items					
1	Construction Stakes, Lines and Grade	1	LS	$200,000.00	$200,000.00
2	Public Relations	1	ALL	$150,000.00	$150,000.00
3	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$200,000.00	$200,000.00
4	Mobilization/Demobilization	1	LS	$2,000,000.00	$2,000,000.00
5	Contract Allowance	1	ALL	$2,000,000.00	$2,000,000.00
6	Traffic Control Plan	1	LS	$50,000.00	$50,000.00
7	Temporary Construction Barrier	150	DAY	$1,500.00	$225,000.00
8	Barricades and Storage	1	LS	$400,000.00	$400,000.00
9	Message Boards (Each per Day)	1,200	EA	$150.00	$180,000.00
10	Incidental Traffic Related Items	1	LS	$300,000.00	$300,000.00
11	Flaggers	4,000	HR	$50.00	$200,000.00
12	Uniformed Off-Duty Law Enforcement Officers Allowance	1	ALL	$12,000.00	$12,000.00
			General Construction Items Subtotal		*$5,917,000.00*
Removal Items					
13	Roadway Excavation	770	CY	$ 45.00	$34,650.00
14	Rock Removal	1,000	CY	$ 300.00	$300,000.00
15	Unsuitable Material Remediation - (Provisionary Item May Not be Used)	100	CY	$ 150.00	$15,000.00
16	Remove and Dispose Asphalt Pavement	62,452	SY	$ 12.00	$749,424.00
17	Remove and Dispose Single Curb	295	LF	$ 25.00	$7,375.00
18	Remove and Dispose Curb and Gutter	500	LF	$ 12.00	$6,000.00
19	Remove and Dispose Concrete Pavement		SF	$ 6.00	$0.00
20	Remove and Dispose Median		SF	$ 15.00	$0.00
20	Remove and Dispose Storm Drain Pipe		LF	$ 70.00	$0.00
21	Remove and Dispose Sign, Pole, and Foundation		EA	$ 400.00	$0.00
22	Remove and Dispose Guardrail	240	LF	$ 25.00	$6,000.00
			Removal Items Subtotal	*$1,118,449.00*	
Roadway Improvement Items					
23	Embankment Material	820	CY	$ 100.00	$82,000.00
24	RipRap, D50=6"	40	CY	$ 300.00	$12,000.00
25	8" Subgrade Preparation	65,532	SY	$ 5.00	$327,660.00
26	Aggregate Base Course	27,261	CY	$ 95.00	$2,589,795.00
28	Asphalt Concrete (AC) Pavement	65,532	SY	$ 75.00	$4,914,900.00
29	AC Bituminous Tack Coat, Type SS-1h	65,532	SY	$ 1.20	$78,638.40
30	6" Concrete Driveway		SY	$ 150.00	$0.00
31	Vertical Curb and Gutter Type A, Quad City Std. Dtl. 220Q-1	1,682	LF	$ 45.00	$75,690.00
33	6" Single Curb Type A, MAG Std. Dtl. 222	787	LF	$ 40.00	$31,480.00
34	Curb Transition		EA	$ 600.00	$0.00
35	Curb Opening, MAG Std. Dtl. 226-1		EA	$ 600.00	$0.00

Preliminary Design Services Effluent & Wastewater Pipelines and SR 89 Improvements - Alternative 2B					
36	Valley Gutter, Quad City Std. Dtl. 240Q-1		SF	$ 60.00	$0.00
37	4" Solid Double Yellow Stripe (paint), Quad City Std. Dtl. 106P-1	800	LF	$ 0.50	$400.00
38	6" Solid White Stripe (paint), Quad City Std. Dtl. 106P-1	700	LF	$ 0.55	$385.00
39	6" Broken White Stripe (paint), Quad City Std. Dtl. 106P-1	150	LF	$ 0.55	$82.50
40	12" Solid White Stripe (paint), Quad City Std. Dtl. 106P-1	150	LF	$ 1.25	$187.50
41	18" Solid White Thermoplastic Stop Bar, Quad City Std. Dtl. 632Q and 106P-1	200	LF	$ 6.00	$1,200.00
42	Aluminum Sign Panel (Diamond Grade), Quad City Std. Dtl. 106-P and 131Q	50	SF	$ 25.00	$1,250.00
43	Sign Post, Quad City Std. Dtl. 131Q	15	EA	$ 200.00	$3,000.00
44	Sign Post Foundation, Quad City Std. Dtl. 131Q	15	EA	$ 350.00	$5,250.00
45	Sign Post Slip Base, Quad City Std. Dtl. 131Q	15	EA	$ 125.00	$1,875.00
46	Hydroseeding	1.0	AC	$ 4,500.00	$4,500.00
47	Retaining Wall	5,920	SF	$ 90.00	$532,800.00
48	12" HDPE Storm Pipe		LF	$ 160.00	$0.00
49	18" HDPE Storm Pipe		LF	$ 200.00	$0.00
50	Extend Box Culvert		LF	$ 2,000.00	$0.00
51	Guard Rail	772	LF	$ 70.00	$54,040.00
			Roadway Improvements Subtotal		*$8,747,373.40*
Sewer Improvement Items					
52	Closed Circuit Television Inspection	7,860	LF	$2.50	$19,650.00
53	Sanitary Force Main Air and Vacuum Release Valve	3	EA	$13,000.00	$39,000.00
54	12" HDPE Force Main	470	LF	$175.00	$82,250.00
55	24" HDPE Force Main	8,990	LF	$385.00	$3,461,150.00
56	24" Plug Valves	2	EA	$30,000.00	$60,000.00
57	8" DIP Sewer CL 350	140	LF	$175.00	$24,500.00
58	Hobas 24” CCFRPM, SN46 Sewer Main	7,720	LF	$600.00	$4,632,000.00
59	48" Sewer Manhole	2	EA	$10,000.00	$20,000.00
60	60” Polymer Manhole	20	EA	$56,000.00	$1,120,000.00
			Sewer Improvement Subtotal		*$9,458,550.00*
				Total Engineer's Estimate	**$25,241,372.40**
				Total (Rounded)	**$25,242,000.00**

Engineer's Opinion of Probable Cost

Preliminary Design Services Effluent & Wastewater Pipelines and SR 89 Improvements - Alternative 2C					
Line No.	**Description**	**Qty**	**Unit**	**Unit Cost**	**Amount**
General Construction Items					
1	Construction Stakes, Lines and Grade	1	LS	$200,000.00	$200,000.00
2	Public Relations	1	ALL	$150,000.00	$150,000.00
3	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$200,000.00	$200,000.00
4	Mobilization/Demobilization	1	LS	$2,000,000.00	$2,000,000.00
5	Contract Allowance	1	ALL	$2,000,000.00	$2,000,000.00
6	Traffic Control Plan	1	LS	$50,000.00	$50,000.00
7	Temporary Construction Barrier	140	DAY	$1,500.00	$210,000.00
8	Barricades and Storage	1	LS	$400,000.00	$400,000.00
9	Message Boards (Each per Day)	1,200	EA	$150.00	$180,000.00
10	Incidental Traffic Related Items	1	LS	$300,000.00	$300,000.00
11	Flaggers	3,800	HR	$50.00	$190,000.00
12	Uniformed Off-Duty Law Enforcement Officers Allowance	1	ALL	$12,000.00	$12,000.00
			General Construction Items Subtotal		*$5,892,000.00*
Removal Items					
13	Roadway Excavation	770	CY	$ 45.00	$34,650.00
14	Rock Removal	1,000	CY	$ 300.00	$300,000.00
15	Unsuitable Material Remediation - (Provisionary Item May Not be Used)	100	CY	$ 150.00	$15,000.00
16	Remove and Dispose Asphalt Pavement	62,452	SY	$ 12.00	$749,424.00
17	Remove and Dispose Single Curb	295	LF	$ 25.00	$7,375.00
18	Remove and Dispose Curb and Gutter	500	LF	$ 12.00	$6,000.00
19	Remove and Dispose Concrete Pavement		SF	$ 6.00	$0.00
20	Remove and Dispose Median		SF	$ 15.00	$0.00
20	Remove and Dispose Storm Drain Pipe		LF	$ 70.00	$0.00
21	Remove and Dispose Sign, Pole, and Foundation		EA	$ 400.00	$0.00
22	Remove and Dispose Guardrail	240	LF	$ 25.00	$6,000.00
			Removal Items Subtotal	*$1,118,449.00*	
Roadway Improvement Items					
23	Embankment Material	820	CY	$ 100.00	$82,000.00
24	RipRap, D50=6"	40	CY	$ 300.00	$12,000.00
25	8" Subgrade Preparation	62,452	SY	$ 5.00	$312,260.00
26	Aggregate Base Course	26,021	CY	$ 95.00	$2,471,995.00
28	Asphalt Concrete (AC) Pavement	62,452	SY	$ 75.00	$4,683,900.00
29	AC Bituminous Tack Coat, Type SS-1h	62,452	SY	$ 1.20	$74,942.40
30	6" Concrete Driveway		SY	$ 150.00	$0.00
31	Vertical Curb and Gutter Type A, Quad City Std. Dtl. 220Q-1	1,682	LF	$ 45.00	$75,690.00
33	6" Single Curb Type A, MAG Std. Dtl. 222	787	LF	$ 40.00	$31,480.00
34	Curb Transition		EA	$ 600.00	$0.00
35	Curb Opening, MAG Std. Dtl. 226-1		EA	$ 600.00	$0.00

Preliminary Design Services Effluent & Wastewater Pipelines and SR 89 Improvements - Alternative 2C					
36	Valley Gutter, Quad City Std. Dtl. 240Q-1		SF	$ 60.00	$0.00
37	4" Solid Double Yellow Stripe (paint), Quad City Std. Dtl. 106P-1	800	LF	$ 0.50	$400.00
38	6" Solid White Stripe (paint), Quad City Std. Dtl. 106P-1	700	LF	$ 0.55	$385.00
39	6" Broken White Stripe (paint), Quad City Std. Dtl. 106P-1	150	LF	$ 0.55	$82.50
40	12" Solid White Stripe (paint), Quad City Std. Dtl. 106P-1	150	LF	$ 1.25	$187.50
41	18" Solid White Thermoplastic Stop Bar, Quad City Std. Dtl. 632Q and 106P-1	200	LF	$ 6.00	$1,200.00
42	Aluminum Sign Panel (Diamond Grade), Quad City Std. Dtl. 106-P and 131Q	50	SF	$ 25.00	$1,250.00
43	Sign Post, Quad City Std. Dtl. 131Q	15	EA	$ 200.00	$3,000.00
44	Sign Post Foundation, Quad City Std. Dtl. 131Q	15	EA	$ 350.00	$5,250.00
45	Sign Post Slip Base, Quad City Std. Dtl. 131Q	15	EA	$ 125.00	$1,875.00
46	Hydroseeding	1.0	AC	$ 4,500.00	$4,500.00
47	Retaining Wall	5,920	SF	$ 90.00	$532,800.00
48	12" HDPE Storm Pipe		LF	$ 160.00	$0.00
49	18" HDPE Storm Pipe		LF	$ 200.00	$0.00
50	Extend Box Culvert		LF	$ 2,000.00	$0.00
51	Guard Rail	772	LF	$ 70.00	$54,040.00
			Roadway Improvements Subtotal		*$8,379,477.40*
Sewer Improvement Items					
52	Closed Circuit Television Inspection	7,860	LF	$2.50	$19,650.00
53	Sanitary Force Main Air and Vacuum Release Valve	3	EA	$13,000.00	$39,000.00
54	12" HDPE Force Main	470	LF	$175.00	$82,250.00
55	24" HDPE Force Main	8,990	LF	$385.00	$3,461,150.00
56	24" Plug Valves	2	EA	$30,000.00	$60,000.00
57	8" DIP Sewer CL 350	140	LF	$175.00	$24,500.00
58	Hobas 24” CCFRPM, SN46 Sewer Main	7,720	LF	$600.00	$4,632,000.00
59	48" Sewer Manhole	2	EA	$10,000.00	$20,000.00
60	60” Polymer Manhole	20	EA	$56,000.00	$1,120,000.00
			Sewer Improvement Subtotal		*$9,458,550.00*
				Total Engineer's Estimate	**$24,848,476.40**
				Total (Rounded)	**$24,849,000.00**

Engineer's Opinion of Probable Cost

Preliminary Design Services Effluent & Wastewater Pipelines and SR 89 Improvements - Alternative 3B					
Line No.	**Description**	**Qty**	**Unit**	**Unit Cost**	**Amount**
General Construction Items					
1	Construction Stakes, Lines and Grade	1	LS	$200,000.00	$200,000.00
2	Public Relations	1	ALL	$200,000.00	$200,000.00
3	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$300,000.00	$300,000.00
4	Mobilization/Demobilization	1	LS	$3,500,000.00	$3,500,000.00
5	Contract Allowance	1	ALL	$3,000,000.00	$3,000,000.00
6	Traffic Control Plan	1	LS	$50,000.00	$50,000.00
7	Temporary Construction Barrier	250	DAY	$1,500.00	$375,000.00
8	Barricades and Storage	1	LS	$550,000.00	$550,000.00
9	Message Boards (Each per Day)	1,500	EA	$150.00	$225,000.00
10	Incidental Traffic Related Items	1	LS	$500,000.00	$500,000.00
11	Flaggers	8,000	HR	$50.00	$400,000.00
12	Uniformed Off-Duty Law Enforcement Officers Allowance	1	ALL	$30,000.00	$30,000.00
			General Construction Items Subtotal		*$9,330,000.00*
Removal Items					
13	Roadway Excavation	5,750	CY	$ 45.00	$258,750.00
14	Rock Removal	20,945	CY	$ 120.00	$2,513,400.00
15	Unsuitable Material Remediation - (Provisionary Item May Not be Used)	575	CY	$ 60.00	$34,500.00
16	Remove and Dispose Asphalt Pavement	62,452	SY	$ 10.00	$624,520.00
17	Remove and Dispose Single Curb	847	LF	$ 10.00	$8,470.00
18	Remove and Dispose Curb and Gutter	5,759	LF	$ 12.00	$69,108.00
19	Remove and Dispose Concrete Pavement	2,440	SF	$ 6.00	$14,640.00
20	Remove and Dispose Median	513	SF	$ 15.00	$7,695.00
20	Remove and Dispose Storm Drain Pipe	125	LF	$ 70.00	$8,750.00
21	Remove and Dispose Sign, Pole, and Foundation	15	EA	$ 400.00	$6,000.00
22	Remove and Dispose Guardrail	5,234	LF	$ 10.00	$52,340.00
			Removal Items Subtotal	*$3,598,173.00*	
Roadway Improvement Items					
23	Embankment Material	16,510	CY	$ 50.00	$825,500.00
24	RipRap, D50=6"	190	CY	$ 300.00	$57,000.00
25	8" Subgrade Preparation	96,298	SY	$ 5.00	$481,490.00
26	Aggregate Base Course	40,125	CY	$ 95.00	$3,811,875.00
27	6" Aggregate Surface Course	340	CY	$ 120.00	$40,800.00
28	Asphalt Concrete (AC) Pavement	96,298	SY	$ 75.00	$7,222,350.00
29	AC Bituminous Tack Coat, Type SS-1h	96,298	SY	$ 1.20	$115,557.60
30	6" Concrete Driveway	280	SY	$ 150.00	$42,000.00
31	Vertical Curb and Gutter Type A, Quad City Std. Dtl. 220Q-1	4,620	LF	$ 45.00	$207,900.00
32	Roll Curb	591	LF	$ 45.00	$26,595.00
33	6" Single Curb Type A, MAG Std. Dtl. 222	1,309	LF	$ 40.00	$52,360.00
34	Curb Transition	12	EA	$ 600.00	$7,200.00

Preliminary Design Services Effluent & Wastewater Pipelines and SR 89 Improvements - Alternative 3B					
35	Curb Opening, MAG Std. Dtl. 226-1	4	EA	$ 600.00	$2,400.00
36	Valley Gutter, Quad City Std. Dtl. 240Q-1	135	SF	$ 60.00	$8,100.00
37	4" Solid Double Yellow Stripe (paint), Quad City Std. Dtl. 106P-1	11,000	LF	$ 0.50	$5,500.00
38	6" Solid White Stripe (paint), Quad City Std. Dtl. 106P-1	20,664	LF	$ 0.55	$11,365.20
39	6" Broken White Stripe (paint), Quad City Std. Dtl. 106P-1	400	LF	$ 0.55	$220.00
40	12" Solid White Stripe (paint), Quad City Std. Dtl. 106P-1	600	LF	$ 1.25	$750.00
41	18" Solid White Thermoplastic Stop Bar, Quad City Std. Dtl. 632Q and 106P-1	540	LF	$ 6.00	$3,240.00
42	Aluminum Sign Panel (Diamond Grade), Quad City Std. Dtl. 106-P and 131Q	90	SF	$ 25.00	$2,250.00
43	Sign Post, Quad City Std. Dtl. 131Q	30	EA	$ 200.00	$6,000.00
44	Sign Post Foundation, Quad City Std. Dtl. 131Q	30	EA	$ 350.00	$10,500.00
45	Sign Post Slip Base, Quad City Std. Dtl. 131Q	30	EA	$ 125.00	$3,750.00
46	Hydroseeding	4.4	AC	$ 4,500.00	$19,800.00
47	Retaining Wall	16,000	SF	$ 90.00	$1,440,000.00
48	12" HDPE Storm Pipe	100	LF	$ 160.00	$16,000.00
49	18" HDPE Storm Pipe	200	LF	$ 200.00	$40,000.00
50	Extend Box Culvert	80	LF	$ 2,500.00	$200,000.00
51	Guard Rail	5,000	LF	$ 70.00	$350,000.00
	Roadway Improvements Subtotal				*$15,010,502.80*
Sewer Improvement Items					
52	Closed Circuit Television Inspection	7,860	LF	$2.50	$19,650.00
53	Sanitary Force Main Air and Vacuum Release Valve	3	EA	$13,000.00	$39,000.00
54	12" HDPE Force Main	470	LF	$175.00	$82,250.00
55	24" HDPE Force Main	8,990	LF	$350.00	$3,146,500.00
56	24" Plug Valves	2	EA	$30,000.00	$60,000.00
57	8" DIP Sewer CL 350	140	LF	$175.00	$24,500.00
58	Hobas 24” CCFRPM, SN46 Sewer Main	7,720	LF	$550.00	$4,246,000.00
59	48" Sewer Manhole	2	EA	$10,000.00	$20,000.00
60	60” Polymer Manhole	20	EA	$56,000.00	$1,120,000.00
	Sewer Improvement Subtotal				*$8,757,900.00*
	Total Engineer's Estimate				**$36,696,575.80**
	Total (Rounded)				**$36,697,000.00**

Engineer's Opinion of Probable Cost

Preliminary Design Services Effluent & Wastewater Pipelines and SR 89 Improvements - Alternative 5B					
Line No.	**Description**	**Qty**	**Unit**	**Unit Cost**	**Amount**
General Construction Items					
1	Construction Stakes, Lines and Grade	1	LS	$200,000.00	$200,000.00
2	Public Relations	1	ALL	$200,000.00	$200,000.00
3	Storm Water Pollution Prevention Plan (SWPPP)	1	LS	$300,000.00	$300,000.00
4	Mobilization/Demobilization	1	LS	$3,300,000.00	$3,300,000.00
5	Contract Allowance	1	ALL	$2,500,000.00	$2,500,000.00
6	Traffic Control Plan	1	LS	$50,000.00	$50,000.00
7	Temporary Construction Barrier	230	DAY	$1,500.00	$345,000.00
8	Barricades and Storage	1	LS	$500,000.00	$500,000.00
9	Message Boards (Each per Day)	1,400	EA	$150.00	$210,000.00
10	Incidental Traffic Related Items	1	LS	$500,000.00	$500,000.00
11	Flaggers	8,000	HR	$50.00	$400,000.00
12	Uniformed Off-Duty Law Enforcement Officers Allowance	1	ALL	$30,000.00	$30,000.00
			General Construction Items Subtotal		*$8,535,000.00*
Removal Items					
13	Roadway Excavation	5,300	CY	$ 45.00	$238,500.00
14	Rock Removal	17,275	CY	$ 120.00	$2,073,000.00
15	Unsuitable Material Remediation - (Provisionary Item May Not be Used)	530	CY	$ 60.00	$31,800.00
16	Remove and Dispose Asphalt Pavement	62,452	SY	$ 8.00	$499,616.00
17	Remove and Dispose Single Curb	847	LF	$ 10.00	$8,470.00
18	Remove and Dispose Curb and Gutter	5,759	LF	$ 12.00	$69,108.00
19	Remove and Dispose Concrete Pavement	2,440	SF	$ 6.00	$14,640.00
20	Remove and Dispose Median	513	SF	$ 15.00	$7,695.00
20	Remove and Dispose Storm Drain Pipe	125	LF	$ 70.00	$8,750.00
21	Remove and Dispose Sign, Pole, and Foundation	15	EA	$ 400.00	$6,000.00
22	Remove and Dispose Guardrail	4,942	LF	$ 10.00	$49,420.00
			Removal Items Subtotal	*$3,006,999.00*	
Roadway Improvement Items					
23	Embankment Material	17,010	CY	$ 50.00	$850,500.00
24	RipRap, D50=6"	190	CY	$ 300.00	$57,000.00
25	8" Subgrade Preparation	94,895	SY	$ 5.00	$474,475.00
26	Aggregate Base Course	39,540	CY	$ 95.00	$3,756,300.00
27	6" Aggregate Surface Course	340	CY	$ 120.00	$40,800.00
28	Asphalt Concrete (AC) Pavement	94,895	SY	$ 75.00	$7,117,125.00
29	AC Bituminous Tack Coat, Type SS-1h	94,895	SY	$ 1.20	$113,874.00
30	6" Concrete Driveway	280	SY	$ 150.00	$42,000.00
31	Vertical Curb and Gutter Type A, Quad City Std. Dtl. 220Q-1	4,620	LF	$ 45.00	$207,900.00
32	Roll Curb	591	LF	$ 45.00	$26,595.00
33	6" Single Curb Type A, MAG Std. Dtl. 222	1,309	LF	$ 40.00	$52,360.00
34	Curb Transition	10	EA	$ 600.00	$6,000.00

Preliminary Design Services Effluent & Wastewater Pipelines and SR 89 Improvements - Alternative 5B					
35	Curb Opening, MAG Std. Dtl. 226-1	4	EA	$ 600.00	$2,400.00
36	Valley Gutter, Quad City Std. Dtl. 240Q-1	135	SF	$ 60.00	$8,100.00
37	Barrier	2,000	LF	$ 200.00	$400,000.00
38	4" Solid Double Yellow Stripe (paint), Quad City Std. Dtl. 106P-1	10,434	LF	$ 0.50	$5,216.95
39	4" Dashed Yellow Stripe (paint)	4,070	LF		
40	4" Solid White Stripe (paint)	27,207	LF		
41	6" Solid White Stripe (paint), Quad City Std. Dtl. 106P-1	1,050	LF	$ 0.55	$577.50
42	6" Broken White Stripe (paint), Quad City Std. Dtl. 106P-1	400	LF	$ 0.55	$220.00
43	12" Solid White Stripe (paint), Quad City Std. Dtl. 106P-1	600	LF	$ 1.25	$750.00
44	18" Solid White Thermoplastic Stop Bar, Quad City Std. Dtl. 632Q and 106P-1	540	LF	$ 6.00	$3,240.00
45	Aluminum Sign Panel (Diamond Grade), Quad City Std. Dtl. 106-P and 131Q	90	SF	$ 25.00	$2,250.00
46	Sign Post, Quad City Std. Dtl. 131Q	30	EA	$ 200.00	$6,000.00
47	Sign Post Foundation, Quad City Std. Dtl. 131Q	30	EA	$ 350.00	$10,500.00
48	Sign Post Slip Base, Quad City Std. Dtl. 131Q	30	EA	$ 125.00	$3,750.00
49	Hydroseeding	4.4	AC	$ 4,500.00	$19,800.00
50	Retaining Wall	16,000	SF	$ 90.00	$1,440,000.00
51	12" HDPE Storm Pipe	100	LF	$ 160.00	$16,000.00
52	18" HDPE Storm Pipe	200	LF	$ 200.00	$40,000.00
53	Extend Box Culvert	80	LF	$ 2,500.00	$200,000.00
54	Guard Rail	5,000	LF	$ 70.00	$350,000.00
	Roadway Improvements Subtotal				*$15,253,733.45*
Sewer Improvement Items					
55	Closed Circuit Television Inspection	7,860	LF	$2.50	$19,650.00
56	Sanitary Force Main Air and Vacuum Release Valve	3	EA	$13,000.00	$39,000.00
57	12" HDPE Force Main	470	LF	$175.00	$82,250.00
58	24" HDPE Force Main	8,990	LF	$350.00	$3,146,500.00
59	24" Plug Valves	2	EA	$30,000.00	$60,000.00
60	8" DIP Sewer CL 350	140	LF	$175.00	$24,500.00
61	Hobas 24" CCFRPM, SN46 Sewer Main	7,720	LF	$550.00	$4,246,000.00
62	48" Sewer Manhole	2	EA	$10,000.00	$20,000.00
63	60" Polymer Manhole	20	EA	$56,000.00	$1,120,000.00
	Sewer Improvement Subtotal				*$8,757,900.00*
	Total Engineer's Estimate				**$35,553,632.45**
	Total (Rounded)				**$35,554,000.00**

2C Now/3B Future (4% Inflation)				
2027-2C	**$**	**24,849,000.00**		
3B Remaining	**$**	**11,848,000.00**		
2C Removals	**$**	**5,308,420.00**	Asphalt, Misc	
Total Construction	**$**	**17,156,420.00**		
2027	**$**	**17,156,420.00**	YoY	Cumulative
2028	$	17,842,676.80	4.00%	4.00%
2029	$	18,556,383.87	4.00%	8.16%
2030	$	19,298,639.23	4.00%	12.49%
2031	$	20,070,584.80	4.00%	16.99%
2032	$	20,873,408.19	4.00%	21.67%
2034	$	21,708,344.52	4.00%	26.53%
2035	$	22,576,678.30	4.00%	31.59%
2036	$	23,479,745.43	4.00%	36.86%
2037	$	24,418,935.24	4.00%	42.33%
2038	$	25,395,692.65	4.00%	48.02%
2039	$	26,411,520.36	4.00%	53.95%
2040	$	27,467,981.18	4.00%	60.10%
Total Project Cost 2034	**$**	**46,557,344.52**		
Total Project Cost 2040	**$**	**52,316,981.18**		

Kimley»Horn

February 2, 2026

Scott D. Balck
Capital Projects Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

Re: **Scope for Professional Consulting Services: CIP #2110-001- Effluent & Wastewater Pipelines & SR 89 Improvements Alternative 2A – Design Phase Services**

Dear Mr. Balck:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope to the City of Prescott (City) to provide preliminary/final design, and construction documents for the Effluent & Wastewater Pipeline & SR89 Alternative 2A improvements. This scope of services is presented by Kimley-Horn at the request of the City.

PROJECT UNDERSTANDING

State Route 89 is both a major corridor for traffic and wastewater centralization. The goal of this project is to complete a key section of the centralization project and identify, design and construct necessary roadway improvements to address safety and operations through the corridor.

Alternative 2A roadway components consist of reconstruction of the existing roadway with no widening along with the following safety improvements:

- Roundabout near Twisted Trail
- Taper extension southbound at Phippen Trail Roundabout
- Left-In-Left-Out (LILO) at Canyon View Drive
- Frontage road and access consolidation between Canyon View Drive and Willow Lake Road Roundabout
- Sight visibility improvements
- Right-in-right-out only conditions throughout the corridor
- Convert Old SR89A Loop Road to one way

Scope of Services

Following the Project Scoping Report dated March 1, 2024 along with supplemental items discussed with City staff our team offers the following services: Project Management, Final Design, Construction Documents, and subconsultant services including: Effluent and Wastewater Design/Modeling, Subsurface Utility Engineering, Geotechnical Engineering and Public Outreach.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Kimley Horn will provide Project Management and Coordination through the duration of the design phase of the project. This includes the following:

- Project Meetings. The following meetings are anticipated:
  - Project Kick Off Meeting
  - Stakeholder/Public Meetings (3)
  - Progress and Comment Resolution Meetings (4)
  - Bi-Monthly Project Meetings (24)
  - Internal Team Meetings (24)
  - Utility Coordination Assistance
  - Council Presentations (2)
- Project Site Visit and Site Walk
- Regular coordination with the project team.

Kimley-Horn will develop a detailed project schedule outlining major tasks and preliminary submittal dates with City review time, as part of this scope and regular project schedule update highlighting any changes to the approved project schedule.

QA/QC throughout duration of project.

Regular coordination with the project team.

Kimley Horn will assist the City during the GMP negotiations. This includes responses to questions, quantity reconciliation and GMP review.

Sections from City Scoping Report:

1 – Project Kick Off
2 – Design Schedule
9 – Utility Research and Coordination
16 – Pre-Final (90%) Design Meeting
17 – Final Concept Stakeholder/Public Meeting
21 – Monthly Progress Meetings

TASK 2: FINAL CONSTRUCTION DOCUMENTS

Kimley Horn will use the Maricopa Association of Governments (MAG) standard specifications and the City supplement to MAG specifications. Kimley-Horn will prepare special provisions for work that would be required outside of the city and MAG standard specifications. Design Plans shall be in accordance with the City General Engineering Standards (Dated 7/16).

Kimley Horn will produce Construction Documents that will include the followings sheets (by discipline):

2.1 - Roadway Design

Kimley-Horn will provide roadway design along SR89 from the Willow Lake Road Roundabout through the Phippen Trail Roundabout.

Kimley-Horn will establish a roadway construction centerline based on the existing right of way mapping and stationing.

Kimley-Horn will prepare roadway plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

Kimley Horn will produce Construction Documents that will include the followings sheets:

- Cover Sheet (1)
- Legend & Notes Sheet (4)
- Typical Section Sheets (2)
- Detail Sheets (8)
- Geometric Control Sheets (2)
- Demolition Sheets (16)
- Roadway Plan and Profile Sheets (62)
- Roundabout Sheets (3)
- Intersection Staking Sheets (4)
- Erosion Control Sheets (20)
- Cross Section Sheets (20)
- Driveway Crossroads/Grading (12)

Kimley-Horn will prepare a 3D proposed roadway surface in AutoCAD Civil 3D and develop cut and fill lines as well as earthwork quantities.

Kimley-Horn will prepare a Roundabout Design Report and Roadway Design Report with the 60% Design Plans.

2.2 - Drainage Design

Kimley-Horn will evaluate the existing drainage conditions and update recommended improvements to the system (flow, velocity and capacity). Kimley-Horn will evaluate the peak discharges reaching the drainage systems along SR89. Curb and roadside ditch capacity may require additional underground storm drain to meet City requirements. The post-project analysis will be compared to the pre-project condition. No offsite drainage analysis will be completed for outside the project limits.

Kimley-Horn will prepare storm drain plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Storm Drain Plan & Profile sheets (12)
- Lateral Profile sheets (2)

A Final Drainage Report will be submitted with the Final 90% deliverable.

2.3 - Signing/Pavement Marking & Lighting

Kimley-Horn will prepare signing and pavement marking plans along SR89 from the Willow Lake Road Roundabout through the Phippen Trail Roundabout. It is assumed the signing and pavement marking design will be in accordance with MUTCD and MAG standards.

Kimley-Horn will provide dark sky compliant lighting and photometric plans for the roundabouts.

Kimley-Horn will prepare signing and marking plans at a 40-scale. The following sheet list is anticipated for the final construction documents:

- Signing and Marking General Notes Sheet (1)
- Signing and Marking Plan Sheets (16)
- Lighting and Photometric Plans (12)

It is anticipated that this project would be constructed in several different phases.

2.4 - Structures Design

Kimley-Horn will prepare final plans and calculations for the SR89 roadway improvements retaining walls that are determined to be needed to accommodate the proposed grading. The plans will include typical sections and typical details necessary for the construction of the retaining walls as well as full plan and elevation details of each wall. It is assumed all the retaining walls will be either CMU or concrete cantilever wall on concrete footings. This scope includes up to 740 linear feet of wall with an average height of 8-feet and a maximum retaining wall height of 12-feet. Designs for the retaining walls will be based on AASHTO LRFD Bridge Design Specifications, 8th Edition (2017) with interims. The soil values will be based on the Geotechnical report for the project.

Kimley-Horn will prepare retaining wall plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Retaining Wall General Notes and Detail Sheet (1)
- Retaining Wall Plan and Elevation Sheets (3)

2.5 - Landscape and Landscape Irrigation Restoration

Kimley-Horn will visit the site to inventory and locate existing conditions including:

- Plant Material
- Site furnishings

Kimley-Horn will gather information at all tie in points where this project meets existing conditions. We will meet with City staff including maintenance department to understand current standards, goals, and desired equipment.

Kimley-Horn will prepare landscape plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Planting and site furnishings notes and details sheets (2)
- Planting Plans using City and ADWR approved plant list (6)

2.6 - Environmental Review

This task assumes that the environmental review area is the existing City right-of-way (ROW) on SR 89 from milepost (MP) 316.16 (Willow Lake Road) to 318.48 (Phippen Trail) with the exception of a proposed ~18 acre staging area at Willow Lake Road. The project does not include federal funding or federal lands and funding will be local. Kimley-Horn will prepare the following environmental studies.

Biological Evaluation

Kimley-Horn will prepare a Biological Evaluation (BE) for the project area. Kimley-Horn will obtain and review an Official Species List for the project area from the U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Consultation (IPaC) system to determine if threatened, endangered, proposed, and/or candidate species may occur in the project vicinity. The Arizona Game and Fish Department (AGFD) on-line environmental review tool (OERT)

report will be obtained to determine special status species are known to occur in the project vicinity. Kimley-Horn's biologists will conduct one site visit to document site characteristics with ground photography. An analysis of effects, determination of effects and USFWS/Agency consultation requirements will be documented in the BE. State sensitive species, noxious and invasive species, and the Migratory Bird Treaty Act, and any required mitigation measures will be discussed (as applicable). Kimley-Horn will assess potential impacts to listed species and make recommendations for future surveys/detailed assessments/mitigation measures (if applicable). Kimley-Horn will submit the draft BE to the Client for review and one (1) round of comments. Kimley-Horn will finalize the BE based on the Client's comments.

Clean Water Act (CWA) Memorandum

Based on the current definition of Waters of the U.S. (WOTUS), the aquatic features within the project limits would not qualify as (WOTUS) as they appear to be non-relatively permanent waters (non-RPWs). Kimley-Horn will identify boundaries of these aquatic features based on aerial interpretation, U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) - Strahler Stream Order, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) dataset, and U.S. Environmental Protection Agency (EPA) Waters GeoViewer. Aquatic features will be spot checked in the field to confirm the desktop review results. Representative ground photographs will be taken. Kimley-Horn will prepare supporting documentation addressing methodology and results of the evaluation and will include the following:

- CWA Memorandum
- Desktop Aquatic Features and Delineation Map
- USGS National Hydrography Dataset Strahler Stream Order Map, as applicable
- Antecedent Precipitation Tool
- Streamflow Duration Assessment Method (SDAM) (one SDAM for all aquatic features)
- Ground Photographs

Kimley-Horn will submit the draft CWA Memorandum to the Client for review and one (1) round of comments. Kimley-Horn will finalize the CWA Memorandum based on the Client's comments. If requested by the Client, this documentation will be submitted to the U.S. Army Corps of Engineers (Corps) for concurrence. We anticipate the Corps' response (if they respond) will be via email concurring that aquatic features onsite are non-RPWs and/or excluded features and therefore not WOTUS. The Corps will not prepare an Approved Jurisdictional Determination (AJD) and this submittal will not be sufficient for review as a request for an AJD.

Cultural Resources

Kimley-Horn will conduct a Class I records review and a Class III survey of the project area. Based upon a review of the Arizona State Museum's (ASM) online AZSITE database, the project area was last surveyed more than 15 years ago.

Kimley-Horn will examine records in the ADOT Historic Preservation Team (HPT) Portal and the ASM online AZSITE database and records housed at ASM's Archaeological Record's Office (ARO) to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within and adjacent to the project area. The National Register Information System database also will be checked for National Register of Historic Places (NRHP)-listed properties within or adjacent to the project area. Following completion of the literature review, Kimley-Horn will conduct a Class III cultural resource survey of the project area.

Kimley-Horn will prepare a report that includes the results of the literature review and fieldwork. Kimley-Horn will submit the draft Class III report to the Client for review and one (1) round of comments. Kimley-Horn will finalize the Class III report based on the Client's comments. This scope assumes that no more than 6 cultural resources will be identified during the survey. If additional sites are found a change order will be required.

2.7 - Project Estimate and Specifications

Kimley-Horn will provide Special Provisions and Opinion of Probable Cost at each milestone submittal.

Kimley Horn will prepare a 30%, 60%, 90% and 100% submittal. At each submittal, Kimley Horn will provide the following documents to the City electronically.

- Plan Set
- Engineer's Opinion of Probable Cost
- Special Provisions

Upon plan approval by the city, Kimley-Horn will provide the following 'bid-ready' documents:

- Sealed Plan Set
- Sealed Engineer's Opinion of Probable Cost
- Sealed Special Provisions with Geotechnical Report as an Appendix
- Sealed Design Report
- Electronic Versions of Files (Autocad, PDF, Word and Excel)

Design Deliverables of the Project Scoping Report

11 – Preparation of (30%) Design
12 – Preparation of (60%) Design
13 – Preparation of Draft-Final (90%) Plans, Specifications, and Estimate for Submittal to City and Utility Companies
15 – Preparation of Easement Legal Descriptions and Map/Drawings
18 – Preparation of Final (100%) Plans, Specifications, Design Reports, Bid Schedule and Engineers Estimate

TASK 3: SUBCONSULTANT TASKS
SUBCONSULTANT SERVICES

3.1 – EFFLUENT & WASTEWATER PIPELINE DESIGN (LYON)

Lyon Engineering and Surveying Inc. will provide preliminary and final design for the effluent and Wastewater mains through the SR89 corridor. This task also includes coordinating with the utility companies, coordinating the SUE investigation, and performing any supplemental topographic surveying. **See Full Scope of Services included in Appendix A.**

3.2 – UTILITY DESIGNATING (T2)

T2 Utility Engineers will provide utility designating throughout the project site. This task includes surveying the pothole locations and depths. Potholing is included as an allowance. **See Full Scope of Services included in Appendix A.**

3.3 – GEOTECHNICAL ENGINEERING (CNI)

Call and Nicholas, Inc. will provide subsurface and field support services. These services will continue to support the design efforts planning the excavation and rock removal necessary for the utility and roadway improvements through the corridor. **See Full Scope of Services included in Appendix A.**

3.4 – PUBLIC OUTREACH (BETA PR)

Beta PR will provide public outreach, public meeting services for the meetings to be advertised and held at the 30% and 60% design phases, and maintenance of the project website and email. **See Full Scope of Services included in Appendix A.**

3.5 – GEOTECHNICAL ENGINEERING (ETC)

Engineering & Testing Consultants, Inc will provide additional borings and laboratory tests on the subsurface soil. A final geotechnical report will be prepared based on the results of all borings and laboratory test results. **See Full Scope of Services included in Appendix A.**

TASK 4: ALLOWANCES

4.1 – GENERAL ALLOWANCES

Allowances are included for potential unknown tasks that may be required subsequent to commencement of the Final Design. Work will not start or be billed until authorized by the City Project Manager.

4.2 – POTHOLING ALLOWANCE

Allowance includes up to 100 potholes to be confirmed at the 30% Design Phase.

EXCLUSIONS

The following items/services are not included in this scope of work and fee proposal. If these items/services are determined to be required, a separate agreement by contract amendment or new contract shall be coordinated between the City of Prescott and Kimley-Horn.

- Construction Administration

LIMITATIONS ON COST ESTIMATING

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

SCHEDULE

The Milestone Dates listed below are preliminary and subject to change. Kimley-Horn will make every effort to meet the schedule agreed upon with the Client.

Milestone	Date
Project Notice to Proceed	February 2026
30% Design	May 2026
60% Design	September 2026
90% Design	December 2026
100% Plans, Specs, Estimates Complete	January 2027

See Appendix B for a detailed schedule.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 thru 3 for the total lump sum labor fee below. All permitting, application and similar project fees will be paid directly by the City.

Task 1 Project Management/Coordination	$251,530
Task 2 Final Construction Documents	$792,600
Task 3 Subconsultant Services	$721,011
Total Lump Sum Labor Fee	$1,765,141
Direct Expenses	$8,000
Total Lump Sum Fee	**$1,773,141**
Allowances	$300,000
Total Including Allowances	**$2,073,141**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Andrew Baird, PE
Project Manager

David Leistiko, P.E.
Senior Vice President

CIP #2110-001 - Effluent & Wastewater Pipeline
& SR 89 Improvements Design Phase - Alternative 2A

Kimley»Horn

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS		BILLING RATE/HOUR	TOTAL
Senior Project Manager	-	$	250.00	$ -
Project Manager	858	$	235.00	$ 201,630
Sr. Project Engr	896	$	215.00	$ 192,640
Project Engr	964	$	195.00	$ 187,980
Engr/Designer	1,194	$	170.00	$ 202,980
Technician/Drafter	1,726	$	150.00	$ 258,900
Administrative	-	$	125.00	$ -
	5,638	Hours		
			Subtotal Kimley-Horn Design Base Fee	$ 1,044,130

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm		Cost	Compensation Method
Lyon - Topo Survey	$	456,630	
T2 - SUE	$	94,120	
CNI - Geotechnical	$	69,041	
Beta PR - Public Outreach	$	72,320	
ETC - Geotechnical	$	28,900	
		Subtotal Estimated Outside Services	$ 721,011

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	$	1,500	
Agency Review Fees	$	6,500	
		Subtotal Estimated Expenses	$ 8,000

ALLOWANCES

General Allowances	$	200,000	
Additional Potholing	$	100,000	
		Subtotal Allowances	$ 300,000

TOTAL PROJECT COST **$ 2,073,141**

Consultant Firm Signature

2/2/26

Date

City of Prescott
CIP #2110-001 - Effluent Wastewater Pipeline
SR 89 Improvements Design Phase - Alternative 2A

Fee Proposal

			PM	Sr. Engr.	PE/Prof	Engr/Design	Tech	Admin	Totals
TASK DESCRIPTION	**Sheets**	**SUBTOTAL**	**$ 235.00**	**$ 215.00**	**$ 195.00**	**$ 170.00**	**$ 150.00**	**$ 125.00**	
1. Project Management/Coordination		**$ 251,530.00**	**464**	**296**	**202**	**128**	**118**	**-**	**1,208**
Project Kick off Meeting		$ 1,800.00	4	4					8
Stakeholder/Public Meetings (3 Mtgs)		$ 19,500.00	30	30			40		100
Project Schedule		$ 2,660.00	8		4				12
QA/QC		$ 29,700.00	20	80	40				140
Subconsultant Plan Review/Coordination		$ 12,900.00	30		30				60
Project Site Walk		$ 3,170.00	8	6					14
Comment Resolution Meetings (3 Mtgs)		$ 5,520.00	10	10		6			26
Develop Pothole List & Coordination		$ 2,750.00	2		4		10		16
Bi Monthliy Project Meetings		$ 20,640.00	48		48				96
Internal Team Meetings (24 Total)		$ 36,960.00	48	48		48	48		192
General Coordination		$ 35,040.00	96		64				160
CMAR Coordination		$ 22,700.00	60	40					100
Utiliyt Coordination Assistance		$ 5,560.00		4		10	20		34
Council Presentations (Assume 2)		$ 9,670.00	12	2	12	24			50
Design Team Coordination		$ 15,850.00	40	30					70
CMAR Coordination		$ 9,510.00	24	18					42
Attend the Pre-Construction Meeting		$ 1,800.00	4	4					8
Review GMP		$ 15,800.00	20	20		40			80
2. Final Construction Documents (30%, 60%, 90%, 100%)	**235**	**$ 792,600.00**	**394**	**600**	**762**	**1,066**	**1,608**	**-**	**4,430**
2.1 Roadway Design	**164**	**$ 469,120.00**	**200**	**256**	**440**	**744**	**1,032**	**-**	**2,672**
Cover Sheet	1	$ 2,310.00		2		4	8		14
Legend & Notes Sheet	4	$ 3,030.00		2		10	6		18
Typical Sections Sheets	2	$ 5,450.00		4	10	12	4		30
Miscelleneous Details Sheets	8	$ 6,870.00		2	12	10	16		40
Geometric Control Sheet	2	$ 7,950.00	4	6		16	20		46
Paving Plan & Profile Sheets	62	$ 271,600.00	100	120	260	480	600		1560
Roundabout Sheets	3	$ 30,050.00	10	30	30	20	80		170
Demolition Sheets	16	$ 10,430.00	2	8		22	30		62
Intersection Sheets	4	$ 12,460.00	8	12	20	10	16		66
Driveway / Crossroad Grading	12	$ 16,920.00	24			24	48		96
Erosion Control Sheets	30	$ 30,540.00	12	24		48	96		180
Cross Sections	20	$ 31,200.00	24		48		108		180
3D Model & Earthwork		$ 22,760.00	4	20	48	48			120
Roundabout Design Report		$ 5,430.00	4	10	12				26
Roadway Design Report		$ 12,120.00	8	16		40			64
2.2 Drainage Design	**6**	**$ 57,900.00**	**26**	**44**	**66**	**78**	**108**	**-**	**322**
Hydrology & Hydraulics		$ 13,790.00	4	10	20	40			74
Drainage Report		$ 15,990.00	8	14	20		48		90
Storm Drain Plan and Profile	2	$ 13,460.00	6	10	12	18	30		76
Box Culvert Plans	2	$ -							0
Lateral Profile Sheets	2	$ 14,660.00	8	10	14	20	30		82
CLOMR/No Rise Analysis		$ -							0
2.3 Signing/Pavement Marking	**46**	**$ 83,460.00**	**48**	**72**	**72**	**108**	**162**	**-**	**462**
Legend & Notes Sheet	2	$ 4,200.00	6	6			10		22
Signing and Marking Sheets	30	$ 45,300.00	24	36	48	48	96		252
Signing and Marking Details	2	$ 5,940.00	6	6		12	8		32
Lighting and Photometric Plans	12	$ 28,020.00	12	24	24	48	48		

City of Prescott
CIP #2110-001 - Effluent Wastewater Pipeline
SR 89 Improvements Design Phase - Alternative 2A

Fee Proposal

TASK DESCRIPTION	Sheets	SUBTOTAL	PM $ 235.00	Sr. Engr. $ 215.00	PE/Prof $ 195.00	Engr/Design $ 170.00	Tech $ 150.00	Admin $ 125.00	Totals
2.4 Structures Design	**3**	**$ 57,920.00**	**38**	**98**	**64**	**52**	**44**	**-**	**296**
Wall Design/Calculations/Reports		$ 22,580.00	12	24	40	40			116
Coordination with Geotechnical Engineer		$ 5,440.00	14	10					24
Wall Plans and Details	3	$ 18,300.00	12	24	24	12	24		96
Geotechnical Coordination		$ 11,600.00		40			20		
2.5 Landscaping/Irrigation	**16**	**$ 31,370.00**	**24**	**20**	**30**	**44**	**54**	**-**	**172**
Legend & Notes Sheet		$ 2,530.00	2	4			8		14
Landscaping Sheets	12	$ 25,250.00	20	12	30	36	40		138
Landscaping Details	4	$ 3,590.00	2	4		8	6		20
2.6 Environmetal Review		**$ 49,360.00**	**28**	**42**	**50**	**-**	**160**	**-**	**280**
Biological Evaluation		$ 11,360.00	10	14			40		64
Clean Water Act Memorandum		$ 14,190.00	12	18			50		80
Cultural Class III		$ 23,810.00	6	10	50		70		136
2.7 Project Estimate and Specifications		**$ 43,470.00**	**30**	**68**	**40**	**40**	**48**	**-**	**226**
Quantities/Estimate		$ 19,710.00	6	20		40	48		114
Specifications		$ 23,760.00	24	48	40				112
SUBTOTAL DIRECT LABOR		**$ 1,044,130.00**	**858**	**896**	**964**	**1,194**	**1,726**	**-**	**5,638**
3. SUBCONSULTANTS SERVICES									
3.1 Effluent & Wastewater Pipeline Design (Lyon)		**$ 456,630.00**							
Utility Plans		$ 387,850.00							
Supplemental Survey/ROW Exhibits		$ 67,780.00							
Expenses		$ 1,000.00							
3.2 Utility Designating (T2)		**$ 94,120.00**							
SUE		$ 94,120.00							
3.3 Geotechnical Engineering (CNI)		**$ 69,041.00**							
Supplemental Geotechnical Services		$ 69,041.00							
3.4 Public Outreach (Beta PR)		**$ 72,320.00**							
Public Outreach Services		$ 72,320.00							
3.5 Geotechnical Engineering (ETC)		**$ 28,900.00**							
Borings/Final Geotechnical Report		$ 28,900.00							
SUBTOTAL SUBCONSULTANT TASKS		**$ 721,011.00**							
4. ALLOWANCES									
General Allowances		**200,000.00**							
Additional Potholing		**100,000.00**							
SUBTOTAL ALLOWANCE TASKS		**$ 300,000.00**							

EXPENSES									
Miscellaneous Expenses		$ 1,500.00							
CLOMR Review Fee		$ 6,500.00							
EXPENSES SUBTOTAL		**$ 8,000.00**							

CONTRACT TOTAL		**$ 2,073,141.00**							

Appendix A
Subconsultant Proposals

Effluent and Wastewater Pipelines and SR89 Improvements City Project No.CIP 2110-001 Scope of Work

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Appendix A – Consultant Fees

Overview

Design services for the City of Prescott (City) Effluent and Wastewater Pipelines and SR89 Improvements (Project) will be performed by a consultant team led by Lyon Engineering and Surveying, Inc. (Engineer) and (Surveyor).

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

- Basic Services
  - Task Series 1000, Project Management
  - Task Series 2000, Pre-Design
  - Task Series 3000, Effluent and Wastewater Pipelines
- Special Services
  - Task Series 4000, Special Services
- Other Direct Costs

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

- Land Surveying
  - Land Surveying through the proposed project corridor for supplemental topography, to develop a base CAD file and update project control as needed

- Final Design for Effluent and Wastewater
  - 7,400 LF 24” Gravity Sewer Main
  - 2,500 LF 26” Sewer Force Main
  - 9,200 LF 24” Effluent Main

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

Firm	Services/Disciplines
Lyon Engineering and Surveying, Inc.	Prime Engineer, Project Management, Site Design, Civil Design, Land Surveying, Permitting, Construction Administration
Water Works Engineers	Effluent and Sewer Modeling and Design Report

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.

- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing water, sewer, and roadways. The Engineer shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required support surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding City's utilities (existing and/or proposed) near the project site.
- Furnish copy of previous soils report (as available).
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.
- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Title reports for private and City properties per a list of parcels submitted by the Engineer.

Basic Services

Task Series 1000 Project Management

Task 1100 General

Under this task the Engineer shall perform general project management and administration tasks. The Engineer will monitor and track the project budget, schedule and quality to ensure that all deadlines are met, that that the project remains within budget and that the City receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to address items such as project schedule, project budget and current issues of concern.

Task 1200 Project Meetings & Coordination

The Engineer will prepare and distribute a written summary and results of these meetings to the City and Project subconsultants. Action items and decisions shall be clearly identified in the minutes and summarized in logs that are updated monthly. The Engineering will coordinate as needed with utility companies and the CMAR contractor.

Subtask 1210 Kickoff Meeting

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

- Review the Project Scope of Work
- Review the Project Schedule to include project milestones
- Establish communication protocol and project procedures

- Develop a project meeting schedule

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

Subtask 1220 Design Phase Coordination and Workshop Meetings

The Engineer will conduct coordination and workshop meetings with the City to address technical, coordination and administrative issues related to the project. These meetings will also be used to conduct technical workshops, design submittal meetings, design review meetings, and project management meetings. The meetings are scheduled to take place over a period of 9 months, totaling a maximum of three (3) meetings.

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

Subtask 1230 Submittal Review Meetings

In addition to the project workshop meetings, the Engineer will conduct a review meeting after the submittal of the Preliminary Design Concept Report. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous workshop comments to ensure that the City comments are being addressed. The review meeting will occur after the City has reviewed the Preliminary Design Concept Report and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

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

Subtask 1240 Coordination with Utility Companies

The Engineer will contact Utility Companies to determine what utilities may be impacted by the Project.

➢ **Deliverables:** Summary of Utility Company correspondence and copies of maps, plans, etc. provided by the companies.

Subtask 1250 Coordination with CMAR

The Engineer will attend coordination meetings and provide correspondence as need with the City's Construction Manager at Risk (CMAR) contractor.

Task Series 2000 Pre-Design

Task 2100 Pothole Coordination

The Engineer will produce maps for review and approval by the City of the proposed pothole locations based on the approved 30% design plans. These maps will be provided to the pothole subconsultants for their reference.

The Engineer will coordinate with the Pothole Subconsultant and Surveyor to ensure timely potholing and field survey of the pothole locations. After the pothole contractor has called in the blue stake for the determined potholes, the Engineer will mark each pothole location in the field per Subtask 4170.

Task 2200 Field Walk of Blue Stake

The Engineer will conduct a field walk of blue staked utilities accompanied by the Surveyor and the City Project Manager to determine potential conflicts with proposed effluent and sewer improvements.

Task Series 3000 Effluent and Wastewater Pipelines

Task 3100 Design Development

Subtask 3110 Base CAD File Production

This task will focus on the development of the base CAD file for use in the 30%, 60%, 90% and Final design for the effluent and sewer mains.

Subtask 3120 30% Preliminary Design

The Engineer will submit to the City a Preliminary 30% Design plan set for the project that includes the following items:

a) Existing conditions including:
   1. Right-of-way and easements including parcel and owner information
   2. Topography
   3. Benchmarks
   4. Adjacent property lines
   5. Large trees (4” diameter or greater at chest height)
   6. Landscaping
   7. Roadway limits
   8. FEMA Floodplain and Floodway limits
   9. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
   10. 2025 Drone Aerial Imagery in background of plan view

b) Proposed preliminary improvements including:
   1. Gravity Sewer Main Plan and Profile

2. Branch Main Plan and Profile
3. Force Main Sewer Plan and Profile
4. Effluent Main Plan and Profile
5. Potential utility conflicts based on plan view location of utilities
6. Conceptual erosion control
7. Proposed easements including parcel and owner information

- **Deliverables:**
  - Digital .pdf submittal 30% Design Plan Set at 20-Scale
  - Two (2) hard copies of the 30% Preliminary Design

Task 3200 Detailed Design

Subtask 3210 Preliminary Sewer and Effluent Report

The Engineer will provide an analysis of the sewer system and provide the following:

- Review the existing City sewer model and provide feedback
- Run the existing sanitary sewer model and confirm the flows and pipe size(s) necessary for the project. This will allow the design team and City staff the opportunity to modify piping, flows, etc. in the area to validate the piping system and flows are modeled correctly.
- Add the new gravity sewer main to the City model, once flows and piping are confirmed, the Engineer will model the proposed piping system utilizing our proprietary hydraulics model as an alternate method to confirm flow capacities, depth, velocities, etc.
- Alternative alignment analysis of the sewer main alignment

The Engineer will provide an analysis of the effluent system and provide the following:

- Create a model of the existing City effluent system to analyze the flows, pressures and storage requirements of the existing system, and the future system after centralization is completed. The model will be compatible with current modeling platform being used by the City.
- Alternative alignment analysis of the effluent main bypass
- Existing effluent demands and storage system
- Future effluent main sizes and materials alternatives
- Future reservoir sizing and alternative locations
- Provide locations for future Smart Ball insertion points

Findings from the analysis will be presented in the form of spreadsheets and a presentation to City staff in the Public Works conference room.

Subtask 3211 Sewer and Effluent Report

A Final Sewer Report will be prepared that contains the results of the wastewater hydraulic modeling and sewer main sizing completed under Subtask 3210. This report will detail the sewer mains sizes for each reach between sewer main manholes and sewer branches. This task includes the subsequent submittals as needed to address City comments.

This report will accompany the submittal to Yavapai County Environmental Services for Arizona Department of Environmental Quality (ADEQ) approval.

Subtask 3220 60% Design Plans

Subtask 3221 90% Design Plans

Subtask 3222 100% Design Plans

The Engineer will submit to the City a design plan set at 20-scale at the 60%, 90% and 100% Design stages including the following items:

a) Existing conditions including
- Right-of-way and easements with book and page numbers
- City Topography with supplement field survey data
- City Benchmarks
- Adjacent property lines and parcel owner information
- Large trees (4” diameter or greater at chest height)
- Landscaping
- Roadway limits
- FEMA Floodplain and Floodway limits
- All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
- Pothole locations in the plan and profile and a table of pothole elevations to top of utilities
- 2025 Drone Aerial Imagery in background of plan view

b) Proposed improvements including:
- Gravity Sewer Main Plan and Profile
- Branch Main Plan and Profile
- Force Main Sewer Plan and Profile
- Effluent Main Plan and Profile
- Existing water, sewer, storm drain and dry utility conflicts and relocations
- Proposed sawcut and pavement, curb and gutter, and guard rail replacement limits
- Horizontal and vertical control with benchmark locations and City benchmark data

- Detail sheets
- Construction notes
- List of Standard Details

c) Estimated Design Plan Drawings:
- General Drawings: 5 sheets
- Project Geometrics and Survey Control: 4 Sheets
- Removals/Demolition: 6
- Effluent Main and Wastewater Sewer Main Design: 25
- Details: 3

Subtask 3230 60% Special Provisions

Subtask 3231 90% Special Provisions

Subtask 3232 100% Special Provisions

The Engineer will provide Special Provisions at the 60%, 90% and 100% stage as a supplement to the City's supplement to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction. Items included in the project but not covered by the City supplement will be in the special provisions produced by the Engineer.

Subtask 3240 60% Engineers Cost Estimate

Subtask 3241 90% Engineers Cost Estimate

Subtask 3242 100% Engineers Cost Estimate

The Engineer will provide an Engineers Estimate of Construction Cost at the 60%, 90% and 100% stage in a bid tab format.

➢ **Deliverables:**
- Digital .pdf submittal of the Preliminary and Final Sewer Report at the 60% and 90% design stage
- Digital .pdf submittal of the Final Approved Sewer Report
- Digital .pdf submittal of the Design Plan Set at the 60%, 90% and 100% stage
- Digital .pdf submittal of the Special Provisions at the 60%, 90% and 100% design stage
- Digital .pdf submittal of the Engineers Estimate of Construction Cost at the 60%, 90% and 100% design stage
- Two (2) hard copies of the 60%, 90% and 100% Design Plans

Subtask 3250 Final P.S. and E.

Task Detail 3251 Final Civil Plans

The Engineer will submit to the City Final Stamped and Signed Civil Plans of the Improvements for approval and City signature. Once signed by the City, the Engineer will provide digital copy of the signed plans in .pdf format.

Task Detail 3252 Special Provisions

The Engineer will submit to the City Final Stamped and Signed Special Provisions for the Improvements in .pdf format.

Task Detail 3253 Engineers Estimate of Construction Cost

The Engineer will submit to the City Final Stamped and Signed Engineers Estimate of Construction Cost for the Improvements in .pdf format.

Task Detail 3254 Bid Schedule

The Engineer will submit to the City a bid schedule in Microsoft Excel format for use in the bidding process

Task Detail 3255 Approved Permits

The Engineer will submit the approved permits obtained from the required environmental agencies.

- **Deliverables:**
  - Bid Ready Design Drawings, Special Provisions and Engineers Estimate of Construction Cost in .pdf format
  - Bid Schedule in Microsoft Excel format
  - CAD files of approved design drawings

Subtask 3260 Permitting

The Engineer will contact the regulatory agencies and develop the required applications and support documents for the following permits:

1) Yavapai County – The Engineer will contact Yavapai County Environmental Services (YCES) and obtain the required Approval to Construct (ATC).

Task Series 4000 Special Services

Task 4100 Land Surveying

Subtask 4110 Survey Control Network Update

The Surveyor will verify the condition and integrity of the 26 control points established during the Design Concept Report (DCR) phase of the project. Each point will be inspected to ensure it remains undisturbed and suitable for continued use. Any missing or compromised control points will be replaced as necessary to maintain the integrity of the control network.

In addition, up to five (5) new control points will be established at locations determined in coordination with the City and the selected Construction Manager at Risk (CMAR) contractor, to support future construction staking and quality control efforts.

Subtask 4120 Survey of Blue Staked Utilities

The Surveyor will record field coordinates of all existing utility identifiers placed in the field by utility companies as a result of the City's blue stake requests.

Subtask 4130 Field Topography Survey

The Surveyor will perform supplemental field topographic surveys on an as-needed basis to locate existing utilities, roadway elements, and drainage features that were not captured during the DCR phase. These surveys will be coordinated with the City and project design team to ensure all critical surface and subsurface features are accurately identified for final design and construction planning.

Subtask 4140 Staking of Alignments for Utilities, Easements or Right-of-Way

The Surveyor will field locate with paint or lathe and flagging the proposed new utility alignments and if necessary, easements or Right-of-Way to be acquired for the project. This will provide a visual reference for use during field walks by the Engineer, City, and Stakeholders for proposed property impacts and acquisition limits, and for impacts within existing City right-of-way. This task assumes approximately 1,000 linear feet of alignment staking at 50 foot intervals.

Subtask 4150 Right-of-Way and Easement Acquisition Maps

The Engineer will provide the City with right-of-way and easement acquisition maps showing the limits and area of proposed property acquisitions for the project. These maps will be updated at the 30%, 60%, 90% and Final Design stages on an as needed basis.

Subtask 4160 Legal Descriptions

The Surveyor will provide easement legal descriptions and accompanying maps as directed by the City after City approval of the 90% design plans. These items will be provided to the City by the Surveyor for use in acquiring the easements for recordation by the City. Legal descriptions and exhibits shall conform to the City's Legal Description and Exhibit checklist.

Based on the DCR phase it is anticipated that up to 4 legal descriptions will be necessary for this project including descriptions for permanent easements or right-of-way acquisitions

- **Deliverables:**
  - Up to four (4) legal descriptions and accompanying maps on 8.5" x 11" in .pdf format

Subtask 4170 Potholed Utility Location Survey

Under this subtask the Surveyor will provide lathe, flagging and/or paint marks for pothole locations for the pothole subconsultant based on the locations determined by the City approved pothole maps and the blue staked utility locations.

Other Direct Costs

Copying

The Engineer has added this item to cover various printing costs of maps, exhibits and reports, specifications and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Appendix A

City of Prescott
Effluent & Wastewater Pipelines & SR89 Improvements

City Project No. CIP2110-001

Task No.	Task Description	Lyon Engineering									WaterWorks Engineers													
		SVY	RLS	SRLS	ENG	PE	INSP	DRONE	Total	Lyon Total	Princ	PM	E&S	SPE	PE	DES	Tech	S EE	EE	E DES	CLER	Total	WaterWorks Total	Combined Total
		$ 200	$ 170	$ 190	$ 175	$ 225	$ 95	$ 200			$ 220	$ 185	$ 175	$ 150	$ 145	$ 125	$ 100	$ 165	$ 145	$ 125	$ 75			
Task Series 1000	**Project Management**																							
Task 1100	General					40			40	$ 9,000												0	$ -	$ 9,000
Task 1200	Project Meetings & Coordination																							
Subtask 1210	Kickoff Meeting					2			2	$ 450												0	$ -	$ 450
Subtask 1220	Design Phase Coordination and Workshop Meetings					40			40	$ 9,000												0	$ -	$ 9,000
Subtask 1230	Submittal Review Meetings					16			16	$ 3,600												0	$ -	$ 3,600
Subtask 1240	Coordination with Utility Companies					16			16	$ 3,600												0	$ -	$ 3,600
Subtask 1250	Coordination with CMAR					60			60	$ 13,500												0	$ -	$ 13,500
Task Series 1000 Subtotal		0	0	0	0	174	0	0	174	$ 39,150	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 39,150
Task Series 2000	**Pre-Design**																							
Task 2100	Pothole Coordination					16			16	$ 3,600												0	$ -	$ 3,600
Task 2200	Field Walk of Blue Stake					8			8	$ 1,800												0	$ -	$ 1,800
Task Series 2000 Subtotal		0	0	0	0	24	0	0	24	$ 5,400	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 5,400
Task Series 3000	**Effluent & Wastewater Pipelines**																							
Task 3100	Design Development																							
Subtask 3110	Base CAD File Production				120	30			150	$ 27,750	4				16							20	$ 3,200	$ 30,950
Subtask 3120	30% Preliminary Design				240	60			300	$ 55,500	24				4							28	$ 5,860	$ 61,360
Task 3200	Detailed Design																							
Subtask 3210	Preliminary Sewer & Effluent Report					24			24	$ 5,400	16				80							96	$ 15,120	$ 20,520
Subtask 3211	Sewer & Effluent Report					12			12	$ 2,700	8				88							96	$ 14,520	$ 17,220
Subtask 3220	60% Design Plans				320	80			400	$ 74,000	28				60							88	$ 14,860	$ 88,860
Subtask 3221	90% Design Plans				160	40			200	$ 37,000	16				36							52	$ 8,740	$ 45,740
Subtask 3222	100% Design Plans				80	20			100	$ 18,500	8				20							28	$ 4,660	$ 23,160
Subtask 3230	60% Special Provisions				80	20			100	$ 18,500	4				8							12	$ 2,040	$ 20,540
Subtask 3231	90% Special Provisions				40	10			50	$ 9,250	4				8							12	$ 2,040	$ 11,290
Subtask 3232	100% Special Provisions				16	4			20	$ 3,700	4				8							12	$ 2,040	$ 5,740
Subtask 3240	60% Engineers Cost Estimate				16	4			20	$ 3,700												0	$ -	$ 3,700
Subtask 3241	90% Engineers Cost Estimate				8	2			10	$ 1,850												0	$ -	$ 1,850
Subtask 3242	100% Engineers Cost Estimate				4	2			6	$ 1,150												0	$ -	$ 1,150
Subtask 3250	Final P.S. & E.				24	4			28	$ 5,100	2				4							6	$ 1,020	$ 6,120
Subtask 3260	Permitting				24	4			28	$ 5,100												0	$ -	$ 5,100
Task Series 3000 Subtotal		0	0	0	1132	316	0	0	1448	$ 269,200	118	0	0	0	332	0	0	0	0	0	0	450	$ 74,100	$ 343,300
Task Series 4000	**Special Services**																							
Task 4100	Land Surveying																							
Subtask 4110	Survey Control Network Update	24		4					28	$ 5,560												0	$ -	$ 5,560
Subtask 4120	Survey of Blue Staked Utilities	24		4					28	$ 5,560												0	$ -	$ 5,560
Subtask 4130	Field Topography Survey	120		4					124	$ 24,760												0	$ -	$ 24,760
Subtask 4140	Staking of Alignments for Utilities, Easements or Right-of-Way	40		4	16	8			68	$ 13,360												0	$ -	$ 13,360
Subtask 4150	Right-of-Way and Easement Acquisition Maps				24	4			28	$ 5,100												0	$ -	$ 5,100
Subtask 4160	Legal Descriptions		40	4					44	$ 7,560												0	$ -	$ 7,560
Subtask 4170	Pothole Utility Location Survey	16		2	8	4			30	$ 5,880												0	$ -	$ 5,880
Task Series 4000 Subtotal		224	40	22	48	16	0	0	350	$ 67,780	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 67,780
Task Series 1000 through 4000 Subtotal		224	40	22	1180	530	0	0	1996	$ 381,530	118	0	0	0	332	0	0	0	0	0	0	450	$ 74,100	$ 455,630
Other Direct Costs																								
	Copying									$ 1,000													$ -	$ 1,000
																							$ -	$ -
																							$ -	$ -
Other Direct Costs Subtotal										$ 1,000													$ -	$ 1,000
																							CONTRACT TOTAL =	**$ 456,630**

Labor Codes Legend:

Lyon Eng: **SVY -** Survey Crew, **RLS -** Registered Land Surveyor, **SRLS** - Senior Registered Land Surveyor, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **DRONE** - Aerial Drone

Water Works: **Princ -** Principal**, PM -** Project Manager**, E&S** - Electrical & Structural Senior Project Engineer, **SPE -** Senior Project Engineer, **PE** - Project Engineer, **DES** - Design Engineer, **S EE** - Senior Electrical Engineer, **EE** - Electrical Engineer, **E DES** - Electrical Designer, **CLER** - Clerical

T2 UES, Inc. dba
T2 Utility Engineers
19621 N. 23rd Drive
Suite 150
Phoenix, AZ 85027
602-977-8000 (phone)
www.t2ue.com

August 4, 2025

Lyon Engineering & Surveying, Inc.
Attn: Rich Poynor, PE
Email: rgpoynor@gmail.com
Phone: (928) 776-1750

RE: SR89 DCR
Subsurface Utility Engineering (SUE)
Scope of Services T2UE Proposal No. 16104-25-0006

Rich,

Thank you for the opportunity to propose on this project. Our experience providing subsurface utility engineering for State DOTs, counties, municipalities, and utility providers will enable us to successfully complete this utility investigation and meet the program and project goals. The combination of our resources and experience will provide you with the confidence that T2UE is the right choice to complete the project on time and on budget. For more information, please visit www.T2UE.com

Our Scope of Services is further detailed in the project understanding section of this proposal. This proposal has been prepared for the SR89 project from Willow Lake Road to Phippen Trail. We have provided you with a Unit Rate Fee to complete the specific items described within the Scope of Services. We respectfully request any comments or questions you may have. Thank you again for this opportunity.

PROJECT UNDERSTANDING

T2 UES, Inc. dba T2 Utility Engineers (herein referred to as T2UE) will complete a subsurface utility engineering (SUE) investigation for this project. This will involve attempting to locate only the 24" effluent line withing the corridor between Willow Lake Road and Phippen Trail. In addition, this project would include a full ASCE 38 Quality Level D, C, B, & A SUE utility investigation in accordance with the CI/ASCE Standard 38: *Standard Guideline for the Collection and Depiction of Existing Subsurface Utilities* within the project area as defined below.

ASCE 38 QUALITY LEVEL DEFINTIONS

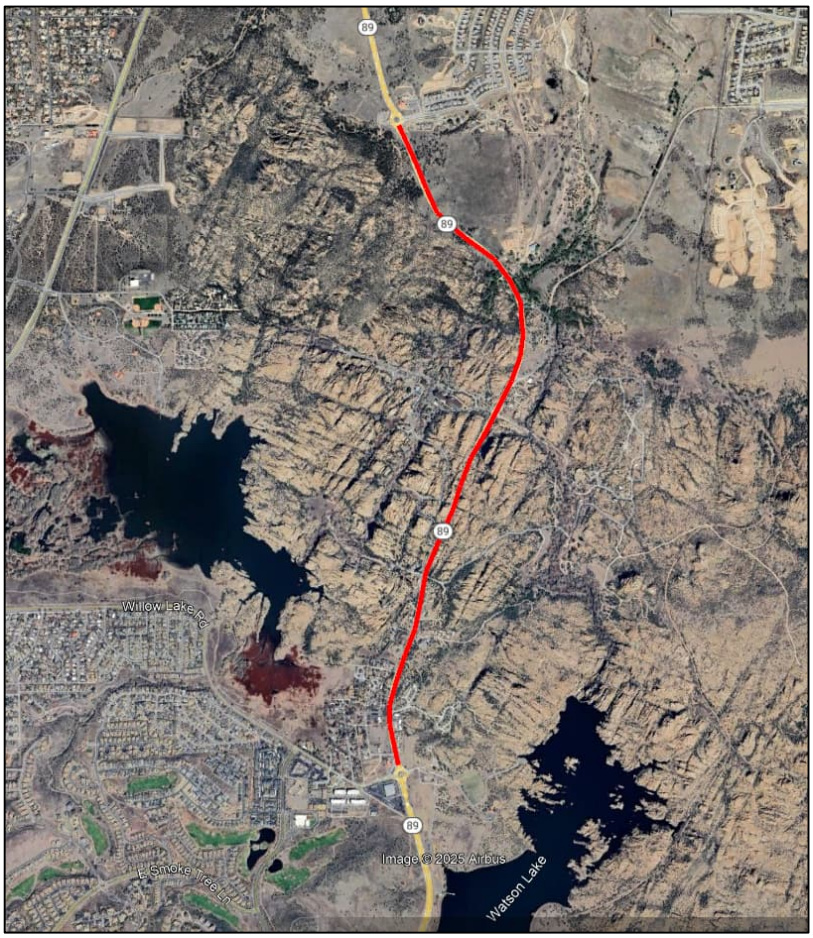
ASCE 38 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. The quality level provides a professional opinion of the quality and reliability of the utility information. The four quality levels defined by the ASCE Standard are as follows:

- Quality Level D (QLD): Record research of existing subsurface utilities within the project limits by contacting each utility owner and obtaining their available facility records. This process includes the investigation of untraceable (nonmetallic buried without trace wire) utilities that do not meet Quality Level C or B specifications. QLD information is based on information obtained from record drawings and includes utility type, ownership, size and material composition.
- Quality Level C (QLC): Inclusive of a QLD effort, the project team will provide QLC depiction of existing untraceable subsurface utilities by correlating surveyed surface evidence to the QLD utility records to obtain the utility location. QLC information includes utility type, ownership, size and material composition based on available record information.
- Quality Level B (QLB): Inclusive of the QLC and QLD effort of utility investigation further incorporates the use of surface geophysical techniques under the direction of a Professional Engineer licensed in the State of Arizona to determine the existence and horizontal position of underground utilities. This activity is called "designating." The information obtained in this manner is surveyed to project control. Two-dimensional (2D) utility information is obtained. QLB deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona

- Quality Level A (QLA): Inclusive of the QLB, QLC and QLD levels of utility investigation, incorporates the use of minimally intrusive Air-Vacuum Excavation methods at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. The excavation and data documentation activity is called Locating "excavation of test holes". It is the highest level of utility certainty presently available. When surveyed and depicted, precise plan and profile information is available for making final design decisions at the test hole locations. QLA deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona. Note: QLA test holes are not included within this scope and fee.

LIMITS OF INVESTIGATION

The overall project and SUE investigation will be conducted withing the ROW of SR89 from Willow Lake Road to Phippen Trail as shown in the image below:



SCOPE OF WORK

T2UE will utilize their full suite of geophysical equipment in an attempt to identify the horizontal position of only the 24" effluent line within the project area (shown in the as-built files provided by the Client on 01/10/2025 titled, "AB1987-013 - Sundog Effluent Line Plans 1987" and "AB1988-011 Effluent Diversion Phase 2"). If T2UE is successful in designating the line, the verified location will be marked using appropriate pink paint and flagging which is the standard industry color for temporary markings. This field information is then surveyed and depicted into a digitized CAD file compatible with the project design files.

A Professional Engineer licensed in the State of Arizona shall oversee, a full Subsurface Utility Engineering (SUE) investigation of the project area, excluding gravity sewer mains, to determine existing utility conditions within the project limits. As part of the SUE investigation for this project T2UE will complete the following tasks:

- QLD Utility Records Research

  The T2UE team shall perform the following activities as part of their research effort on this project:

  - Conduct a full reconnaissance and utility records research to aid in the identification of Utility Owners that may have facilities on, or be affected by the project.
  - Collect all applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
  - Compile a list of all utility companies contacted for information. Note information received with contact information for each response and note non-response if applicable.
  - Attempt to identify all known and unknown utilities, except as noted below, within the project area at QLB and depict those utilities at the actual achieved utility Quality Level.

- Perform QLC & QLB Investigation

  - T2UE will survey existing visible surface utility appurtenances and correlate the information provided to the QLD utility records to obtain the utility location. This effort will update the utility information to QLC, and all data will be incorporated into the CAD file and final PDF deliverable.
  - Utilize geophysical utility locating techniques to determine the true horizontal position of conductive utilities within the project area. The project team will provide a QLB investigation of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities utilizing a variety of geophysical locating equipment to detect, verify and designate the location of subsurface utilities from above ground. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary markings. This field information is then surveyed and depicted into a digitized CAD file compatible with the project design files.
  - T2UE will utilize a full suite of geophysical equipment appropriate to existing site conditions for locating the type of utility being investigated. Utilities detected that were not identified by the records research will be termed “undocumented” and depicted on the plans as “unknown” utilities.
  - T2UE will use a complimentary suite of geophysical tools in an attempt to determine the location of undocumented utilities but cannot guarantee finding all undocumented utilities. Electromagnetic depths will not be recorded during this investigation.
  - As an additional step, T2UE will use inductive scanning techniques in critical areas to attempt to designate the presence of conductive undocumented utilities. QLA Test Holes may be necessary to confirm the existence of undocumented utilities in areas of potential conflicts.
  - GPR NOTE: T2UE will investigate the project site using Ground Penetrating Radar (GPR) equipment in an effort to detect larger non-metallic utilities. However, the degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically non-conductive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. Electrically conductive soils, such as clay, moist silt or saline soils typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site resistive site calibration of the GPR equipment. Subsequently, due to the unknown receptiveness of site specific soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.
  - QLB depiction will be attempted on all mainline utilities included within T2UE’s geophysical investigation. However, storm drain and possibly non-metallic water will most likely be depicted at QLC or QLD dependent upon existing physical appurtenances associated with these lines; utilities that cannot be designated at QLB, but have existing physical appurtenances in the field will be depicted at QLC; utilities which cannot be designated at QLB and for which there are no visible physical appurtenances will be depicted at QLD per record.
  - Invert information and, where possible, pipe size/material will be collected at Storm Manholes as well as Storm Drain Catch Basins and Drop inlets, where accessible from the surface. The alignment of the storm pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed MH’s/CB’s and professional judgment. If confined space entry is required to obtain information of offset or excessively deep pipes, extra costs will be incurred and will be discussed with the client in advance.
  - T2UE will document top of nut elevations on water valves throughout the project limits.
  - Overhead Utilities, Gravity Sewer Mains, Sanitary Sewer Service Laterals, Underground storage tanks, septic fields, traffic loop systems and landscape irrigation are excluded from this investigation.

DELIVERABLES

- T2UE will deliver CAD drawings depicting the horizontal location of the utilities within the project area. The drawing will depict utilities within the investigation area at the achieved ASCE 38 Quality Level, tied to the project datum via survey.

ASSUMPTIONS

- Lyon Engineering and Surveying will provide the following:
  - Project survey control and existing topographic survey if available.
  - This Scope of Services has been detailed to ensure we are providing the services desired and agreed to by the client and T2UE. Services not specifically listed are assumed to be excluded from T2UE's scope.

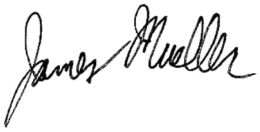
SCHEDULE

T2UE will work closely with the project team to provide deliverables in a timeframe consistent with the overall project schedule.

PROJECT ESTIMATE

For the services described, T2UE proposes compensation as outlined in the fee schedules attached. T2UE will not exceed the estimated fees without prior authorization from Client. Monthly invoices will be prepared upon conclusion for the actual work completed up to the estimated budget amount. We appreciate this opportunity to provide professional SUE and Surveying services for this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,



James Mueller, PE
Project Manager
Phone: 602-977-8076
Email: james.mueller@t2ue.com

SR89 DCR
Subsurface Utility Engineering
T2 Proposal 16104-25-0006

PROJECT ESTIMATE			
SUE Quality Level "D, C & B" Designating/Mapping			
*Utility Designating Crew	55,000 LF @	$1.41 per LF	$77,550.00
		Subtotal	**$77,550.00**
Professional Services			
*Project Manager	8 hours @	$180.00 per hour	$1,440.00
*Registered Land Surveyor	6 hours @	$175.00 per hour	$1,050.00
*SUE Supervisor	16 hours @	$125.00 per hour	$2,000.00
*CAD Technician	32 hours @	$115.00 per hour	$3,680.00
*Administrative	4 hours @	$100.00 per hour	$400.00
		Subtotal	**$8,570.00**
Misc., Permits & Maintenance of Traffic			
*Permits (assumed zero cost)	If Required (Billed Cost + 10%)		$0.00
*Traffic Control	If Required (Billed Cost + 10%)		$0.00
*Mobilization, Lodging, Per Deim	Lump Sum		$8,000.00
		Subtotal	**$8,000.00**
		TOTAL	**$94,120.00**

*** Proposal estimate only, the cost may vary due to unknown field conditions, municipality requirements and unknown number of utilities within the investigation area**

CALL & NICHOLAS, INC.

2475 N. Coyote Drive
Tucson, Arizona 85745 U.S.A.

Tel: 520.670.9774
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E-Mail: cni@cnitucson.com

Principals
T. M. Ryan
R. W. Pratt
L. R. Standridge
N. A. Asbury
S. D. Cylwik

PROPOSAL

To: Andrew Baird, P.E., Project Manager / Kimley-Horn & Associates, Inc.

From: Robert Cummings, P.E., Senior Project Manager / Call & Nicholas, Inc.
Michael Conley, P.E., Geological Engineer / Call & Nicholas, Inc.

Date: 14 August, 2025

Subject: Geotechnical Support for the Effluent Pipeline and SR89 Roadway Final Design
Granite Dells, City of Prescott, AZ

1.0 INTRODUCTION

Kimley-Horn & Associates, Inc (KHA) has completed a Design Concept Study (DCR) for the City of Prescott along State Route 89 (SR 89) from Phippen Trail to Willow Lake Road through the Granite Dells. The DCR identifies preferred alignments for the new effluent force main and re-use of the old effluent main and also presents two alternatives for roadway remediation: minimal widening to address sight distance issues and full widening to upgrade the facility to meet projected capacity demands. Call & Nicholas, Inc. (CNI), as geological rock engineering consultant, supported the DCR process with geological engineering that included the following:

- reconnaissance-scale field mapping to identify discontinuities preferred as rock backslope alternatives;
- ground penetrating radar (GPR) across the existing roadway to identify existing backfilled utility trenches, bedrock highs, and occurrences of rocky fill;
- seismic refraction geophysics at selected locations at roadway grade and atop the existing cuts to evaluate rock mass excavation issues;
- Concept-level geotechnical engineering reports presenting the observations, data obtained and generalized recommendations for the effluent main and roadway cuts.

KHA engaged Engineering & Testing Consultants, Inc. (ETC), a Prescott-based geotechnical engineering firm, to conduct test pits and hollow-stem auger (HSA) geotechnical borings along the roadway, and to deliver a geotechnical engineering report detailing those findings and covering such features as roadway pavement requirements and drainage features.

The next step in project delivery will be for the engineering team to work with the City and its selected Construction Manager At Risk (CMAR) contractor to develop detailed designs and a cost estimate for the preferred design options.

Because there are two roadway design alternatives presently under consideration – minimal widening with safety improvements and full widening for capacity as well as safety improvements – CNI has prepared two versions of the scope and fee attached to this proposal.

This proposal outlines the tasks CNI is to perform and their associated costs for design development, as follows:

1. Refined geological engineering and excavation recommendations to support the design and excavation planning for the new effluent force main and the re-use of the existing effluent transmission main, considering the proximity of the HOBAS sewer which must remain in service, and other factors such as traffic and access. Rock strength and abrasiveness testing were not performed for the DCR phase but are recommended for the design phase to support estimates of mechanical excavation productivity and costs. KHA has indicated that ETC will be tasked to obtain rock samples for CNI to test and analyze. CNI will depict the subsurface geotechnical conditions from CNI's and ETC's subsurface data. Close collaboration with the CMAR contractor will be essential to evaluate methods of excavation and backfilling, and mitigation of associated impacts to traffic and the surroundings.
2. Further geological engineering recommendations to support the roadway improvements other than full widening, which would address rock handling, vibration impacts, and constraints to the excavation required.
3. Field investigations to support full roadway widening should that alternative be selected. Activities will include detailed assessment of the specific fracture surfaces to be engaged as excavation back slopes, rock slope stability analyses, and defining the detailed rock excavation methodologies and possible rock reinforcement schemes that will attain the recommended cut slopes with respect to the adjacent land uses. Again, detailed and ongoing coordination with the CMAR contractor will be required.
4. Construction phase geotechnical support will be proposed in the future and would include review of contractor rock excavation processes and documents such as pre-blast surveys, blasting plans, blasting reports, and monitoring data; support for public meetings, and field reviews of revealed excavation conditions.

2.0 SCOPE OF WORK

The Scope of Work is described as work for the roadway and effluent main, however, there are certain activities that will pertain to both, which are identified in the task descriptions. Costs are shown in Tables 1 and 2.

2.1 Effluent Force Main Geotech Support and Minimal Widening

2.1.1 Task 1 Project Management and Coordination

This Task is set up to cover CNI's administrative coordination with KHA, its soil geotechnical subconsultant ETC, the City, and the CMAR contractor. Technical meetings and site visits are mostly captured under the technical Tasks. This Task will also cover activities such as routine project management, progress reporting, travel planning, and general communications not associated with other Tasks. Meetings under this Task are assumed to be virtual (no travel).

2.1.2 Task 2 Scheduled Meetings

This Task covers what are expected to be scheduled design reviews and meetings involving KHA, the CMAR contractor, the City, and other stakeholders and consultants. Most of these are presumed to be virtual, involving an hour or two each, biweekly or monthly. However, some issues are expected to be intensive enough to warrant personal attendance, so one meeting is proposed to involve travel for CNI senior project staff. A second meeting for similar purposes, or in-person support at a public meeting, is proposed. Messrs. Conley and Cummings will represent CNI.

2.1.3 Task 3 Site and Data Review

It is expected that a field meeting with the CMAR contractor and other stakeholders will be advisable to discuss geotechnical and related issues and observe field conditions. CNI expects to send two senior staff personnel. It will also be necessary for CNI personnel attending this or a different trip to Prescott to also transport rock core expected to be obtained by ETC, so time is allotted for sample handling by a lab technician.

CNI will assess the subsurface data including the geophysics, borings, and new test results and provide a compilation of interpreted subsurface geotechnical conditions along the

pipeline alignments, including graphical profile interpretations where supportable by the data. A memorandum will be distributed to the project team.

2.1.4 Task 4 Submittal Reviews

This task includes time for review and commentary on submittals related to rock excavation, trenching, and other rock geotechnical matters generated by the CMAR contractor. The reviews will be performed by senior CNI geotechnical staff. Work product will consist of emails or redlined pdfs.

2.1.5 Task 5 Special Provisions

It is assumed that special provisions will be produced by KHA and its other subconsultants, but CNI will provide support, including writing and commentary, for matters related to rock excavation and related impacts. For the full widening CNI will prepare a comprehensive blasting and rock reinforcement specification.

CNI has included laboratory rock mechanics testing in this Task because that testing will require a standalone memo to report the data and evaluate the results.

2.1.6 Task 6 Review Drawings

This task includes time for CNI to review construction drawings prepared by others. Like Task 5, the work will be performed by senior CNI geotechnical staff and include similar work products.

2.1.7 Tasks 7 and 8 Review Cost Estimates and Constructibility

These tasks include time for CNI to review construction cost estimates prepared by the CMAR contractor and work with the CMAR contractor to develop constructible approaches, for elements related to rock excavation and, for the full widening alternative, rock blasting. Like Tasks 5 and 6, the work will be performed by senior CNI geotechnical staff and include similar work products. Part of this work will be to refine the subsurface geotechnical interpretation.

2.2 SR 89 Full Roadway Widening Improvements

CNI's effort on the roadway widening study has focused on the roughly 5,700 linear feet

of roadway where the existing 3-lane sections (two through lanes and center turn lane) and 2-lane section pass through existing rock cuts. In this stretch the widening presents certain challenges that CNI has proposed to address by limiting the excavation and roadway footprint, exploiting the natural discontinuities and rock mass competence. The DCR identified widening to a 4-lane section as most consistent with capacity improvements that are warranted under future traffic projections. If the widening alternative is selected, it will be implemented after the effluent line improvements are complete.

If full roadway widening is chosen, CNI's Tasks 1-8 will be pursued in much the same way as described above for the minimal widening alternative, except that the level of effort for each Task is higher because of the increased work scope and project duration. Notably, the determination of the specific cut slope excavation approaches, methods and controls on blasting and drilling, public interaction, traffic control, and so on will occur through close coordination with the KHA team and the CMR contractor. CNI has budgeted to support a public meeting. For these reasons the time allocated for Scheduled Meetings, Task 2, is substantially higher than it is for the minimal widening alternative. There are also differences in the level of effort for reviewing construction documents and preparing specifications, and for the constructibility review which entails horizontal drilling and blasting for the full widening alternative.

The cost estimate for CNI's services proposed for full widening, attached as Table 2, adds three Tasks as described below. CNI's effort will add core drilling of the slopes and additional excavation characterization and support analysis, and a design geotechnical report covering that additional work, that will address approaches to excavation that balance cost efficiency with minimizing impacts to local residents, businesses, and the natural environment/corridor aesthetics.

2.2.1 Task 9 Field Exploration

In the DCR, KHA identified the location and extent of road widening at the conceptual level, based on CNI's reconnaissance-level characterization of discontinuities. CNI will identify what slopes require more detailed characterization for final design. The specific discontinuities to be exploited in cut slope excavation will be studied in the field and any changes will be recommended. CNI expects to carry out 2 to 3 diamond core drill holes on the cut slopes, and to test retrieved rock samples to support slope stability studies and give information for blasting

design. Core drilling will require lift equipment and traffic control to position the drill, personnel, and supporting equipment and supplies to carry out this work. It is expected that the work will take about a week altogether.

A placeholder cost has been inserted in Table 2 for the core drilling and associated traffic control. The drilling service provider for the full roadway widening alternative has not been chosen. CNI works with numerous specialty drilling contractors and will source that work if it is approved by KHA and the City. The placeholder cost is based on experience and judgment for similar work.

2.2.2 Task 10 Rock Excavation and Stability Analysis

CNI will assemble the geophysical and new rock core data to carry out rock slope stability analyses. All kinematic modes of slope movement will be considered, but from the geostructural pattern toppling is expected to be the mechanism of most concern for the steep slopes expected. From the geotechnical investigation CNI will identify if rock reinforcement is necessary to preclude toppling. (For example, toppling mechanisms near Pinto Creek along US 60 were arrested with rock bolts at the tops of cuts; the bolts were treated to make them visually non-intrusive.)

This Task will also include blasting calculations to determine what constraints and methods should be developed in conjunction with the CMAR contractor that are most consistent with protection of the surroundings. The horizontal blast method proposed will need to be optimized with respect to surrounding land uses. CNI would encourage an off-site test blasting demonstration before test blasting is accomplished within the site limits. If this can be arranged it will be proposed as an addition to the budget.

2.2.3 Task 11 Geotechnical Design Report

The DCR geotechnical roadway report was performed only to a conceptual level to support the DCR. It should be revised to support final design, to include the additional mapping, the core drilling, the laboratory testing, slope recommendations, and blasting precautions.

2.3 Construction Geotechnical Support *(Separate Contract, for Reference Only)*

CNI is available to support the post-design (construction phase) which would include

verifying cut slope stability, checking conformance with design provisions, reviewing blasting plans, reports, and monitoring data; providing technical support in the event of public complaints, reviewing implementation of cut slope and rock excavation plans, and re-evaluating constructibility assessments, methodologies, and procedures based on field results. CNI will evaluate the excavation processes in rock, review blasting and excavation plans, recommend local rock stabilization measures, evaluate excavation methodologies, respond to RFIs in connection with rock excavation and stabilization, and review miscellaneous submittals. These activities will be added to the Scope when appropriate.

3.0 PERSONNEL

The project will be managed by Robert Cummings, P.E., who will provide overall technical guidance and oversight, and will attend the public meetings if required. Michael Conley, P.E., will be the lead technical investigator. Field work will be performed by CNI field engineering geologists acting under Mr. Conley's direction. Other support will be provided by CNI senior technicians, draftspersons, laboratory personnel, and CNI's Technical Editor.

4.0 COST ESTIMATE

The cost estimates are presented in Tables 1 and 2 for the minimal widening and full widening alternatives, respectively. CNI works on a time-and-materials basis and reserves the right to transfer time and money among tasks as the project develops and work requirements become apparent. Estimated costs will not be exceeded without prior approval from KHA. The cost estimate does not include any foreign taxes; all foreign taxes are to be paid by KHA. Invoiced amounts will be totals payable to CNI.

5.0 PROJECT CONTROLS

Controls will be implemented to keep project delivery within budget and on schedule. While project cost and schedule updates can be provided to the client at any point during the project timeline, at a minimum CNI will provide updates on work performed at the following milestones:

- nominal 50% of the budgeted total
- nominal 90% of the budgeted total

Should CNI anticipate that the project is going to exceed the budgeted estimate, the client will be notified beforehand. Additional work beyond the budgeted amount will not be conducted unless approved by the client.

Other project controls may be necessary based on the size and scope of the project and can include the following:

- Kickoff meetings
- Gantt-chart updates
- Project forecasting
- Accrual estimates
- Hold-point meetings
- Change management systems
- Change order systems
- Regular feedback and reporting

6.0 ACCEPTANCE OF PROPOSAL

The acceptance of this proposal and services provided as outlined herein also constitutes an acceptance of CNI's insurance coverage and the limitation of our liability to that coverage, as follows:

Commercial General Liability

- Each Occurrence: $2,000,000
- General Aggregate: $4,000,000

Commercial Automobile Liability

- Combined Single Limit: $1,000,000

Excess Liability

- Each Occurrence: $3,000,000
- General Aggregate: $3,000,000

Workers' Compensation and Employer's Liability

- Each Accident: $1,000,000

Professional Liability

- Each Occurrence: $2,000,000
- General Aggregate: $2,000,000

.

CALL & NICHOLAS

Table 1. Cost Estimate - Effluent & Wastewater Pipelines & SR89 Improvements
Geotechnical Rock Engineering Final Design (PS&E) Phase: Minimum Roadway Widening

Professional Fees	Hourly Rate	Task 1 Project Management and Coordination		Task 2 Scheduled Meetings		Task 3 Site and Data Review		Task 4 Submittal Reviews		Task 5 Special Provisons		Task 6 Review Drawings		Task 7 Review Cost Estimates		Task 8 Constructibility Review		TOTAL	
		Days	Dollars	Days	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars
D. E. Nicholas, P.E.	$ 336																		
T. M. Ryan, P.E.	$ 320																		
R. C. Barkley, P.E.	$ 273																		
R. W. Pratt, P.E.	$ 270																		
L. R. Standridge, P.E.	$ 270																		
N. A. Asbury, P.E.	$ 265																		
S. D. Cylwik, P.E.	$ 264																		
Senior Engineer/Hydro	$ 262	1.5	$3,144	3	$6,288	3	$7,860	1.5	$3,144	0.5	$1,048	0.5	$1,048	0.5	$1,048	1	$2,096	11.5	$25,676
Engineer V	$ 227																		
Engineer IV	$ 208	1	$1,664	4	$6,656	5	$10,400	1	$1,664	0.5	$832	1	$1,664	1	$1,664	1	$1,664	14.5	$26,208
Engineer III	$ 190																		
Engineer II	$ 169					2	$3,380											2	$3,380
Engineer I	$ 139																		
Engineer/Geologist	$ 112																		
Senior Technician	$ 132																		
Piezo Technician	$ 112																		
Lab Technician	$ 112					1	$1,120											1	$1,120
Drafting	$ 110																		
Technical Editor	$ 90									1	$720							1	$720
Clerical	$ 84																		
Administrative Fees (3%)	3%		$144		$388		$683		$144		$78		$81		$81		$113		$1,712
Subtotal Fees			**$4,952**		**$13,332**		**$23,443**		**$4,952**		**$2,678**		**$2,793**		**$2,793**		**$3,873**		**$58,816**
Expenses																			
Laboratory Testing							$7,192												$7,192
Expenses					$1,817		$1,216												$3,033
Traffic Control																			
Bird Seismic																			
Subtotal Expenses					**$1,817**		**$8,408**												**$10,225**
TOTALS			**$4,952**		**$15,149**		**$31,851**		**$4,952**		**$2,678**		**$2,793**		**$2,793**		**$3,873**		**$69,041**

CALL & NICHOLAS

PS&E Laboratory Testing - SR 89 Granite Dells -- Minimal Widening

Test Type	Standard	Lab Fee	QTY	Total
Classification and Index Testing				
Moisture Content	ASTM D2216	$27		
Atterberg (Liquid & Plastic) Limits	ASTM 4318 Method A, wet prep (Default)	$253		
	ASTM 4318 Method B, dry prep	$235		
Particle Size Analysis	ASTM D6913/D7928 Wet Sieve (includes Hydrometer)	$403		
	Modified ASTM - Coarse or fine fraction only	$168		
	Bulk Sieve > 5000 grams add	$108		
Specific Gravity	ASTM D854 (- #4 fraction)	$164		
	ASTM C127 (+ #4 fraction)	$140		
	ASTM C128 (- #4 fraction)	$134		
Measured G_s for Hydrometer	ASTM D854, modified for - #10 fraction	$164		
Organic Content (OUTSIDE LAB)	ASTM D2974	$162		
Slake Durability	ASTM D4644	$289		
Standard Proctor Compaction	ASTM D698, Method A or B, 4" mold	$327		
	ASTM D698, Method C, 6" mold	$433		
Modified Proctor Compaction (w/ assumed G_s)	ASTM D1557, Method A, 4" mold	$358		
for measured Gs for Rock Correction add $110	ASTM D1557, Method B, 6" mold	$459		
Bulk Density by suspended weight		$34	6	$204
Bulk Density, modified for rock	ASTM D7263 - Method A (wax method)	$89		
Bulk Density, modified for rock	ASTM D7263 - Method B (core method)	$72		
Minimum Index Density	ASTM D4254 (0.1 cf mold)	$177		
Consolidation	ASTM D2435	$368		
- Sands and low plasticity silts	Time to consolidate per normal less than 2.5 hrs			
- High plasticity silts and clays	Time to consolidate per normal more than 2.5 hrs	$516		
Permeability				
Constant Head - granular soils - sand	ASTM D2434 - 3 inch or 4.5 inch dia permeameter	$459		
Constant Head - granular soils - gravel	ASTM D2434 - 6 inch or 9 inch dia permeameter	$845		
Constant Head - granular soils - with loading profile	Modified ASTM D2434	Quote		
Fine grained soils (>10% clay)	ASTM D5856 - 15	Quote		
Strength Testing				
Small Scale Direct Shear				
Natural Fracture or Saw Cut:	ASTM D5607, 2 points (normal traces) or less	$536		
Strain rate of 0.008 in/min	ASTM D5607, 3 or 4 points (normal traces)	$810	0	
	Additional 5th point (normal trace)	$150		
Low Plasticity Remolds & Intacts:	ASTM D3080*, 2 points (normal traces) or less	$526		
Strain rate of 0.0026 in/min to 0.008 in/min	ASTM D3080*, 3 or 4 points (normal traces)	$866		
Medium Plasticity Remolds:	Modified ASTM D3080 (ASTM withdrawn)	$1,054		
Strain rate of 0.0006 in/min to 0.0025 in/min	3-4 point strength envelope			
High Plasticity Remolds [(1)]**:**	Modified ASTM D3080	$1,793		
Strain rate of 0.0002 to 0.0005 in/min	3-4 point strength envelope			
Large Scale Direct Shear	ASTM D3080*/D5607, 2 points or less	$977		
	ASTM D3080*/D5607, 3 or 4 points (normal traces)	$1,681		
Uniaxial Compression	ASTM D2166/D7012 Method C, peak load only	$228		
	ASTM D2166/D7012 Method D, axial deformation	$256	0	
	ASTM D2166/D7012 Method D, with elastic modulii through Strain Measurement	$504	4	$2,014
	ASTM D2845 WK18764 Pulse Velocities (Unstressed)	$182	4	$728
	For PQ size core, add per sample	$109		
Brazilian Disk Tension	ASTM D3967	$126	4	$504
Point Load (standard)	ASTM D5731	$74	10	$741
Point Load (w/ controlled load rate)	ASTM D5732	$86		
Triaxial Compression	ASTM D7012 Method A, peak only	$361		
(Unconsolidated/Undrained for rock)	Residuals, per point (first point included)	$81		
	For PQ size core, add per sample	$127		
Additional Testing				
Surface Roughness Profile	--	$59		
Sulfate Soundness	ASTM D5240	Quote		
Brittleness, Abrasivity	--	Quote		$3,000
Preparation Fees		**Quote**		
Additional lab photos	per photo	$30		
Core drilling (per 6")	BQ / NQ Core	$119		
	HQ Core	$119		
Additional sample prep	per hour	$142		
			TOTAL:	$7,192

CALL & NICHOLAS

Table 2. Cost Estimate - Effluent & Wastewater Pipelines & SR89 Roadway Improvements
Geotechnical Rock Engineering Final Design (PS&E) Phase with Full Roadway Widening

Professional Fees	Hourly Rate	Task 1 Project Management and Coordination		Task 2 Scheduled Meetings		Task 3 Site and Data Reviews		Task 4 Submittal Reviews		Task 5 Special Provisons		Task 6 Review Drawings		Task 7 Review Cost Estimates		Task 8 Constructibility Review		Task 9 Field Exploration		Task 10 Rock Ex and Stability Analysis		Task 11 Geotechnical Design Report		TOTAL	
		Days	Dollars	Days	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days*	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars
D. E. Nicholas, P.E.	$ 336																								
T. M. Ryan, P.E.	$ 330																								
R. C. Barkley, P.E.	$ 271																								
R. W. Pratt, P.E.	$ 330																								
L. R. Standridge, P.E.	$ 330																								
N. A. Asbury, P.E.	$ 275																								
S. D. Cylwik, P.E.	$ 275																								
Senior Engineer/Hydro	$ 271	2.5	$5,420	7.5	$16,260	3	$8,130	2.5	$5,420	1.5	$3,252	1.5	$3,252	1	$2,168	2	$4,336	2	$5,420	1	$2,710	2	$4,336	26.5	$60,704
Engineer V	$ 235																								
Engineer IV	$ 215	1.5	$2,580	5	$8,600	5	$10,750	3.5	$6,020	0.25	$430	2.5	$4,300	1.5	$2,580	2.5	$4,300	5	$10,750	4	$8,600	4	$6,880	34.75	$65,790
Engineer III	$ 196																								
Engineer II	$ 175																	7	$12,250	3	$5,250	4	$5,600	14	$23,100
Engineer I	$ 144																								
Engineer/Geologist	$ 126																								
Senior Technician	$ 136																								
Lab Technician	$ 118					1	$1,180											1	$1,180					2	$2,360
Drafting	$ 114																								
Technical Editor	$ 94									1	$752											2	$1,504	3	$2,256
Clerical	$ 86																	0.5	$430					0.5	$430
Administrative Fees (3%)	3%		$240		$746		$602		$343		$133		$227		$142		$259		$901		$497		$550		$4,640
Subtotal Fees			**$8,240**		**$25,606**		**$20,662**		**$11,783**		**$4,567**		**$7,779**		**$4,890**		**$8,895**		**$30,931**		**$17,057**		**$18,870**		**$159,280**
Expenses																									
Laboratory Testing																			$11,586						$11,586
Expenses					$2,836		$1,236												$3,791						$7,862
Traffic Control																			$10,000						$10,000
Core Drilling (3 holes)																			$45,000						$45,000
Subtotal Expenses					**$2,836**		**$1,236**												**$70,377**						**$74,448**
TOTALS			**$8,240**		**$28,442**		**$21,898**		**$11,783**		**$4,567**		**$7,779**		**$4,890**		**$8,895**		**$101,308**		**$17,057**		**$18,870**		**$233,728**

CALL & NICHOLAS

PS&E Laboratory Testing - SR 89 Granite Dells -- Full Widening

Test Type	Standard	Lab Fee	QTY	Total
Classification and Index Testing				
Moisture Content	ASTM D2216	$27		
Atterberg (Liquid & Plastic) Limits	ASTM 4318 Method A, wet prep (Default)	$253		
	ASTM 4318 Method B, dry prep	$235		
Particle Size Analysis	ASTM D6913/D7928 Wet Sieve (includes Hydrometer)	$403		
	Modified ASTM - Coarse or fine fraction only	$168		
	Bulk Sieve > 5000 grams add	$108		
Specific Gravity	ASTM D854 (- #4 fraction)	$164		
	ASTM C127 (+ #4 fraction)	$140		
	ASTM C128 (- #4 fraction)	$134		
Measured G_s for Hydrometer	ASTM D854, modified for - #10 fraction	$164		
Organic Content (OUTSIDE LAB)	ASTM D2974	$162		
Slake Durability	ASTM D4644	$289		
Standard Proctor Compaction	ASTM D698, Method A or B, 4" mold	$327		
	ASTM D698, Method C, 6" mold	$433		
Modified Proctor Compaction (w/ assumed G_s)	ASTM D1557, Method A, 4" mold	$358		
for measured Gs for Rock Correction add $110	ASTM D1557, Method B, 6" mold	$459		
Bulk Density by suspended weight		$34		
Bulk Density, modified for rock	ASTM D7263 - Method A (wax method)	$89		
Bulk Density, modified for rock	ASTM D7263 - Method B (core method)	$72	6	$432
Minimum Index Density	ASTM D4254 (0.1 cf mold)	$177		
Consolidation	ASTM D2435	$368		
- Sands and low plasticity silts	Time to consolidate per normal less than 2.5 hrs			
- High plasticity silts and clays	Time to consolidate per normal more than 2.5 hrs	$516		
Permeability				
Constant Head - granular soils - sand	ASTM D2434 - 3 inch or 4.5 inch dia permeameter	$459		
Constant Head - granular soils - gravel	ASTM D2434 - 6 inch or 9 inch dia permeameter	$845		
Constant Head - granular soils - with loading profile	Modified ASTM D2434	Quote		
Fine grained soils (>10% clay)	ASTM D5856 - 15	Quote		
Strength Testing				
Small Scale Direct Shear				
Natural Fracture or Saw Cut:	ASTM D5607, 2 points (normal traces) or less	$536		
Strain rate of 0.008 in/min	ASTM D5607, 3 or 4 points (normal traces)	$810	3	$2,429
	Additional 5th point (normal trace)	$150		
Low Plasticity Remolds & Intacts:	ASTM D3080*, 2 points (normal traces) or less	$526		
Strain rate of 0.0026 in/min to 0.008 in/min	ASTM D3080*, 3 or 4 points (normal traces)	$866		
Medium Plasticity Remolds:	Modified ASTM D3080 (ASTM withdrawn)	$1,054		
Strain rate of 0.0006 in/min to 0.0025 in/min	3-4 point strength envelope			
High Plasticity Remolds [(1)]**:**	Modified ASTM D3080	$1,793		
Strain rate of 0.0002 to 0.0005 in/min	3-4 point strength envelope			
Large Scale Direct Shear	ASTM D3080*/D5607, 2 points or less	$977		
	ASTM D3080*/D5607, 3 or 4 points (normal traces)	$1,681		
Uniaxial Compression	ASTM D2166/D7012 Method C, peak load only	$228	6	$1,367
	ASTM D2166/D7012 Method D, axial deformation	$256		
	ASTM D2166/D7012 Method D, with elastic modulii through Strain Measurement	$504	4	$2,014
	ASTM D2845 WK18764 Pulse Velocities (Unstressed)	$182	4	$728
	For PQ size core, add per sample	$109		
Brazilian Disk Tension	ASTM D3967	$126	4	$504
Point Load (standard)	ASTM D5731	$74	15	$1,112
Point Load (w/ controlled load rate)	ASTM D5732	$86		
Triaxial Compression	ASTM D7012 Method A, peak only	$361		
(Unconsolidated/Undrained for rock)	Residuals, per point (first point included)	$81		
	For PQ size core, add per sample	$127		
Additional Testing				
Surface Roughness Profile	--	$59		
Sulfate Soundness	ASTM D5240	Quote		
Brittleness, Abrasivity	--	Quote		$3,000
Preparation Fees		**Quote**		
Additional lab photos	per photo	$30		
Core drilling (per 6")	BQ / NQ Core	$119		
	HQ Core	$119		
Additional sample prep	per hour	$142		
			TOTAL:	$11,586

July 31, 2025

Mr. Andrew Baird, P.E.
Kimley-Horn
101 West Goodwin Street, Suite 303
Prescott, Arizona 86303

Re: Effluent & Wastewater Pipelines & SR89 Improvements: Final Design Phase – Scope of Work and Cost Estimate for Public Involvement Services

Mr. Baird:

Beta Public Relations (BetaPr) respectfully submits this scope of work and cost estimate for Public Involvement Services for the City of Prescott's Effluent & Wastewater Pipelines & SR89 Improvements: Final Design Phase. The project consists of public outreach and involvement efforts to educate, involve, notify and obtain feedback from local stakeholders and the Prescott Community related to the final design of this project.

Due to the high-profile nature of this project, public involvement is critical for gathering data, managing perception and shaping the final design of the project. We have developed a comprehensive approach to public outreach for the Prescott Community. Outlined below are the tasks associated with the project. If necessary, we can adjust any task you see below. Note that only tasks or direct expenses undertaken will be billed.

Project Task	Estimated Cost
Task 1 – Project Notification Flier Design and Production BetaPr will design and produce up to four (4) project notification fliers for distribution. The fliers will be designed to provide updates on the project, invite stakeholders to the neighborhood and public meetings, and highlight avenues to obtain additional project information and stay informed throughout final design.	$3,200.00
Task 2 – Project Notification Flier Mailing and Distribution The fliers can be mailed to stakeholders who live directly along the project corridor, or bulk mailed to saturate further areas. In addition to this distribution, the fliers can be available at City Hall, Public Works office and the Prescott Library for stakeholders around the City to obtain.	$800.00
Task 3 – Newspaper Advertisement Design and Publication To reach a broader audience, BetaPr will design and publish four (4) newspaper advertisements in each of the *Daily Courier, Prescott Valley Tribune and Chino Valley Review,* totaling 12 newspaper advertisements in total. The newspaper advertisements will be designed to mirror the project notification fliers.	$1,600.00
Task 4 – Press Releases and Social Media Support BetaPr will develop press releases and social media campaigns throughout the design phase to provide information about the status of the project, invite stakeholders to meetings and provide milestone updates. BetaPr will coordinate with the City Manager's Office to disseminate all media releases through internal City social media and communications channels, and will leverage their media contacts for mass coverage.	$1,500.00

Task 5 – Virtual Meeting Room Maintenance BetaPr will maintain the existing Virtual Meeting Room. The meeting room can be populated with project information, displays, maps, videos, educational elements and other project-specific materials. The meeting room allows stakeholders to obtain pertinent project information, interact with project displays, view videos, provide feedback, share contact information for future communication and learn more about the project as long as they have access to a computer or mobile device with internet access.	$12,000.00
Task 6 – Project Email Address Maintenance BetaPr will maintain the existing project email address throughout the final design phase. Emails will be documented and answered during the course of the design phase with all issues/questions directed immediately to the project team for resolution if necessary.	$4,000.00
Task 7 – Public Comments Log A Public Comments Log documenting all project emails received and the resolution of those inquiries will be provided to the project team as part of the Public Relations Updates highlighted in Task 8.	$1,300.00
Task 8 – Public Relations Updates and Project Team Meetings BetaPr will attend project team meetings and produce Public Relations Updates as needed throughout the design phase. Public Relations Updates will provide analytics from the Virtual Meeting Room and project website, highlight any public outreach tasks planned or completed, and highlight public comments and media updates. Project team meetings can be attended in-person or virtually, depending on what is feasible.	$4,000.00
Task 9 – eNews Releases and Database Development The main vehicle for disseminating project information will be the eNewsletter, or eNews. eNews will be distributed electronically to interested parties, businesses, stakeholders and the media on an as-needed basis to alert the community of survey operations, provide project updates, highlight engagement opportunities and invite stakeholders to attend the public meetings. The existing project database generated from the pre-design and DCR phases (465 current contacts) will continue to be updated to include any new interested party contacts for future eNews communications.	$7,000.00
Task 10 – Project Website Maintenance The pre-existing project website *(www.sr89improvements.com)* will continue to be maintained and populated with project-specific information, a link to the Virtual Meeting Room, digital engagement opportunities, an eNews sign-up form, and additional resources to help stakeholders understand the project.	$5,000.00

Task 11 – Facilitate Public and Neighborhood Meetings BetaPr will facilitate two public meetings and one neighborhood specific meeting to present the project design to stakeholders. One meeting will be designed specifically for residents who live directly within the project corridor, with two meetings geared towards the entire Prescott community. The meetings will include sign-in sheets, comment forms and project displays to help stakeholders visualize the improvements. Facilitation includes acquiring a venue, producing meeting materials/displays, assisting with presentations, and meeting set-up and take-down. A comprehensive public meeting summary will be created and provided to the team compiling all comments and input received at each meeting.	$7,500.00
Task 12 – Education Campaign BetaPr will undertake a series of educational campaigns as part of the design phase. Educational campaigns will inform stakeholders on various project elements and how they are designed to allow a greater understanding of the project. The campaigns can educate the community on topics such as: rock removal techniques, how a traffic study is performed, effluent and wastewater infrastructure and more. These campaigns will be a combination of digital assets (FAQ's, press releases, etc.) and video creations featuring project team members explaining/performing the work. These campaigns are designed to educate the community, so they understand the tasks the Project Team is undertaking. Additionally, they will help to visualize and humanize our project and team.	$3,000.00
Task 13 – Miscellaneous Graphic Design Services BetaPr will provide graphic design services to create any project maps, displays, stakeholder meetings materials, FAQs, graphics or educational materials needed for this project.	$2,000.00
Total Estimated Labor Expenses	**$52,900.00**

Direct Expenses	Estimated Cost
Notification Flier Printing – 10,000 pieces* x $0.50 per piece (2,500 per notification flier) ** Includes mailings and copies to be displayed in City facilities.*	$5,000.00
Postage – 8,000 pieces* x $0.73 per piece (2,000 per notification flier) ** Includes direct and bulk mail postage as directed by the project team.*	$5,840.00
Newspaper advertising fee – 12 publication runs in the *Daily Courier, Prescott Valley Tribune and Chino Valley Review*	$6,000.00
Public Meeting Display Printing – Ten 24" x 36" Displays Printed	$1,500.00
Digital Marketing Suite* – $90.00 per month x 12 months ** Digital Marketing Suite includes website, email address and eNewsletter service.*	$1,080.00
Total Estimated Direct Expenses	**$19,420.00**

Total Estimated Project Cost **$72,320.00**

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with Kimley-Horn to provide effective public involvement support throughout the final design phase of the Effluent & Wastewater Pipelines & SR89 Improvements.

Sincerely,

Conner Cassens
Vice President/Sr. Project Manager
BetaPr

ENGINEERING & TESTING CONSULTANTS, INC.
❖417 N. Arizona Street ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: *8/13/2025*

Client: ***Kimley-Horn***

Client Address: ***101 W. Goodwin Street, STE 303***
Prescott, AZ 86303

Phone: ***c: (602) 620-3785***

Email: ***Andrew.Baird@Kimley-Horn.com***

Authorized Representative or Person to Contact: ***Andrew Baird, P.E.***

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:

EFFLUENT & WASTEWATER PIPELINES & SR89 IMPROVEMENTS - PRESCOTT: ETC will perform thirty (30) additional borings at locations provided to us to a depth of 9.5 feet, or to auger refusal.

We anticipate attending at least two meetings before and/or after completion of the fieldwork. ETC will coordinate utility location services for all borings. We understand all borings are to be performed at night, so rates for nights and weekends has been included.

A revised final report will be prepared with the results of all forty (40) borings, laboratory test results, discussion of subsurface conditions encountered, and will provide recommendations for site grading/earthwork, utility backfill, and pavement structural sections.

The Geotechnical Engineering report will be provided for a lump sum fee as shown below. Any other requested 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: $ *28,900.00*

SCHEDULE: Start Date: Upon receipt of signed contract Completion Date: Approx. 5-6 weeks after field work

Any schedule stated herein is specifically subject to the conditions and agreements set forth on the following pages hereof.

Client _____

By _____

Date _____

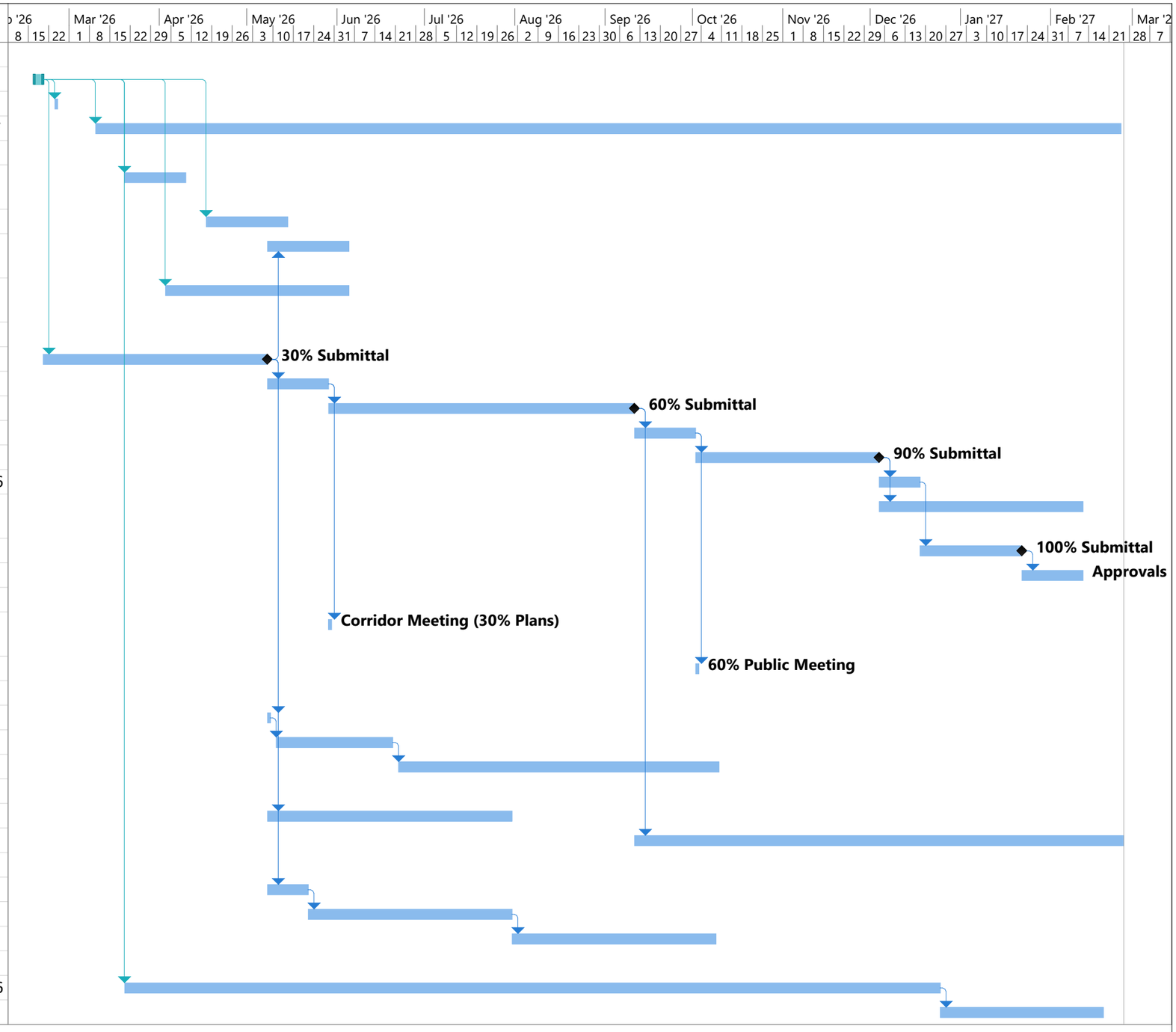
ENGINEERING & TESTING CONSULTANTS

By _____
Authorized Representative

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona St., Prescott, AZ 86301

Appendix B
Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Management**			
2		Council Award/NTP	3 days	Tue 2/17/26	Thu 2/19/26
3		Kick Off Meeting	1 day	Tue 2/24/26	Tue 2/24/26
4		Project Management	252 days	Tue 3/10/26	Wed 2/24/27
5		**Field/Data Collection**			
6		Supplemental Data Collection	15 days	Fri 3/20/26	Thu 4/9/26
7		Supplemental Survey	20 days	Fri 4/17/26	Thu 5/14/26
8		Utility Designating/Potholing	20 days	Fri 5/8/26	Thu 6/4/26
9		Geotechnical Investigation/Report	45 days	Fri 4/3/26	Thu 6/4/26
10		**Design**			
11		30% Submittal	55 days	Fri 2/20/26	Thu 5/7/26
12		Agency Review	15 days	Fri 5/8/26	Thu 5/28/26
13		60% Submittal	75 days	Fri 5/29/26	Thu 9/10/26
14		Agency Review	15 days	Fri 9/11/26	Thu 10/1/26
15		90% Submittal	45 days	Fri 10/2/26	Thu 12/3/26
16		Agency Review	10 days	Fri 12/4/26	Thu 12/17/26
17		ADEQ Review (Effluent / WW Line)	50 days	Fri 12/4/26	Thu 2/11/27
18		100% Submittal	25 days	Fri 12/18/26	Thu 1/21/27
19		Approvals	15 days	Fri 1/22/27	Thu 2/11/27
20		**Outreach**			
21		Corridor Meeting (30% Plans)	1 day	Fri 5/29/26	Fri 5/29/26
22		60% Public Meeting	1 day	Fri 10/2/26	Fri 10/2/26
23		**Land / Right of Way**			
24		TCE / ROW Needs	1 day	Fri 5/8/26	Fri 5/8/26
25		Legals/Exhibits	30 days	Mon 5/11/26	Fri 6/19/26
26		Acquisition	80 days	Mon 6/22/26	Fri 10/9/26
27		**Drainage/Environmental**			
28		Biological/Cultural	60 days	Fri 5/8/26	Thu 7/30/26
29		No-Rise/CLOMR	120 days	Fri 9/11/26	Thu 2/25/27
30		**Utility Coordination**			
31		Conflict Identification	10 days	Fri 5/8/26	Thu 5/21/26
32		Utility Relocation Design	50 days	Fri 5/22/26	Thu 7/30/26
33		Utility Relocation	50 days	Fri 7/31/26	Thu 10/8/26
34		**CMAR**			
35		Pre Construction	200 days	Fri 3/20/26	Thu 12/24/26
36		GMP	40 days	Fri 12/25/26	Thu 2/18/27



Project: Glassford Schedule
Date: Mon 2/2/26

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

Kimley»Horn

February 2, 2026

Scott D. Balck
Capital Projects Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

Re: **Scope for Professional Consulting Services: CIP #2110-001- Effluent & Wastewater Pipelines & SR 89 Improvements Alternative 2B – Design Phase Services**

Dear Mr. Balck:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope to the City of Prescott (City) to provide preliminary/final design, and construction documents for the Effluent & Wastewater Pipeline & SR89 Alternative 2B improvements. This scope of services is presented by Kimley-Horn at the request of the City.

PROJECT UNDERSTANDING

State Route 89 is both a major corridor for traffic and wastewater centralization. The goal of this project is to complete a key section of the centralization project and identify, design and construct necessary roadway improvements to address safety and operations through the corridor.

Alternative 2B roadway components consist of reconstruction of the existing roadway with no widening along with the following safety improvements:

- Roundabout near Old SR89A Loop Road South
- Roundabout near Twisted Trail
- Taper extension southbound at Phippen Trail Roundabout
- Left-In-Left-Out (LILO) at Canyon View Drive
- Frontage road and access consolidation between Canyon View Drive and Willow Lake Road Roundabout
- Sight visibility improvements
- Right-in-right-out only conditions throughout the corridor
- Convert Old SR89A Loop Road to one way

Scope of Services

Following the Project Scoping Report dated March 1, 2024 along with supplemental items discussed with City staff our team offers the following services: Project Management, Final Design, Construction Documents, and subconsultant services including: Effluent and Wastewater Design/Modeling, Subsurface Utility Engineering, Geotechnical Engineering and Public Outreach.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Kimley Horn will provide Project Management and Coordination through the duration of the design phase of the project. This includes the following:

- Project Meetings. The following meetings are anticipated:
  - Project Kick Off Meeting
  - Stakeholder/Public Meetings (3)
  - Progress and Comment Resolution Meetings (4)
  - Bi-Monthly Project Meetings (24)
  - Internal Team Meetings (24)
  - Utility Coordination Assistance
  - Council Presentations (2)
- Project Site Visit and Site Walk
- Regular coordination with the project team.

Kimley-Horn will develop a detailed project schedule outlining major tasks and preliminary submittal dates with City review time, as part of this scope and regular project schedule update highlighting any changes to the approved project schedule.

QA/QC throughout duration of project.

Regular coordination with the project team.

Kimley Horn will assist the City during the GMP negotiations. This includes responses to questions, quantity reconciliation and GMP review.

Sections from City Scoping Report:

1 – Project Kick Off
2 – Design Schedule
9 – Utility Research and Coordination
16 – Pre-Final (90%) Design Meeting
17 – Final Concept Stakeholder/Public Meeting
21 – Monthly Progress Meetings

TASK 2: FINAL CONSTRUCTION DOCUMENTS

Kimley Horn will use the Maricopa Association of Governments (MAG) standard specifications and the City supplement to MAG specifications. Kimley-Horn will prepare special provisions for work that would be required outside of the city and MAG standard specifications. Design Plans shall be in accordance with the City General Engineering Standards (Dated 7/16).

Kimley Horn will produce Construction Documents that will include the followings sheets (by discipline):

2.1 - Roadway Design

Kimley-Horn will provide roadway design along SR89 from the Willow Lake Road Roundabout through the Phippen Trail Roundabout.

Kimley-Horn will establish a roadway construction centerline based on the existing right of way mapping and stationing.

Kimley-Horn will prepare roadway plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

Kimley Horn will produce Construction Documents that will include the followings sheets:

- Cover Sheet (1)
- Legend & Notes Sheet (4)
- Typical Section Sheets (2)
- Detail Sheets (8)
- Geometric Control Sheets (2)
- Demolition Sheets (16)
- Roadway Plan and Profile Sheets (62)
- Roundabout Sheets (6)
- Intersection Staking Sheets (4)
- Erosion Control Sheets (20)
- Cross Section Sheets (20)
- Driveway Crossroads/Grading (12)

Kimley-Horn will prepare a 3D proposed roadway surface in AutoCAD Civil 3D and develop cut and fill lines as well as earthwork quantities.

Kimley-Horn will prepare a Roundabout Design Report and Roadway Design Report with the 60% Design Plans.

2.2 - Drainage Design

Kimley-Horn will evaluate the existing drainage conditions and update recommended improvements to the system (flow, velocity and capacity). Kimley-Horn will evaluate the peak discharges reaching the drainage systems along SR89. Curb and roadside ditch capacity may require additional underground storm drain to meet City requirements. The post-project analysis will be compared to the pre-project condition. No offsite drainage analysis will be completed for outside the project limits.

Kimley-Horn will prepare storm drain plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Storm Drain Plan & Profile sheets (12)
- Lateral Profile sheets (2)

A Final Drainage Report will be submitted with the Final 90% deliverable.

2.3 - Signing/Pavement Marking & Lighting

Kimley-Horn will prepare signing and pavement marking plans along SR89 from the Willow Lake Road Roundabout through the Phippen Trail Roundabout. It is assumed the signing and pavement marking design will be in accordance with MUTCD and MAG standards.

Kimley-Horn will provide dark sky compliant lighting and photometric plans for the roundabouts.

Kimley-Horn will prepare signing and marking plans at a 40-scale. The following sheet list is anticipated for the final construction documents:

- Signing and Marking General Notes Sheet (1)
- Signing and Marking Plan Sheets (16)
- Lighting and Photometric Plans (12)

It is anticipated that this project would be constructed in several different phases.

2.4 - Structures Design

Kimley-Horn will prepare final plans and calculations for the SR89 roadway improvements retaining walls that are determined to be needed to accommodate the proposed grading. The plans will include typical sections and typical details necessary for the construction of the retaining walls as well as full plan and elevation details of each wall. It is assumed all the retaining walls will be either CMU or concrete cantilever wall on concrete footings. This scope includes up to 740 linear feet of wall with an average height of 8-feet and a maximum retaining wall height of 12-feet. Designs for the retaining walls will be based on AASHTO LRFD Bridge Design Specifications, 8th Edition (2017) with interims. The soil values will be based on the Geotechnical report for the project.

Kimley-Horn will prepare retaining wall plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Retaining Wall General Notes and Detail Sheet (1)
- Retaining Wall Plan and Elevation Sheets (3)

2.5 - Landscape and Landscape Irrigation Restoration

Kimley-Horn will visit the site to inventory and locate existing conditions including:

- Plant Material
- Site furnishings

Kimley-Horn will gather information at all tie in points where this project meets existing conditions. We will meet with City staff including maintenance department to understand current standards, goals, and desired equipment.

Kimley-Horn will prepare landscape plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Planting and site furnishings notes and details sheets (2)
- Planting Plans using City and ADWR approved plant list (6)

2.6 - Environmental Review

This task assumes that the environmental review area is the existing City right-of-way (ROW) on SR 89 from milepost (MP) 316.16 (Willow Lake Road) to 318.48 (Phippen Trail) with the exception of a proposed ~18 acre staging area at Willow Lake Road. The project does not include federal funding or federal lands and funding will be local. Kimley-Horn will prepare the following environmental studies.

Biological Evaluation

Kimley-Horn will prepare a Biological Evaluation (BE) for the project area. Kimley-Horn will obtain and review an Official Species List for the project area from the U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Consultation (IPaC) system to determine if threatened, endangered, proposed, and/or candidate species may occur in the project vicinity. The Arizona Game and Fish Department (AGFD) on-line environmental review tool (OERT)

report will be obtained to determine special status species are known to occur in the project vicinity. Kimley-Horn's biologists will conduct one site visit to document site characteristics with ground photography. An analysis of effects, determination of effects and USFWS/Agency consultation requirements will be documented in the BE. State sensitive species, noxious and invasive species, and the Migratory Bird Treaty Act, and any required mitigation measures will be discussed (as applicable). Kimley-Horn will assess potential impacts to listed species and make recommendations for future surveys/detailed assessments/mitigation measures (if applicable). Kimley-Horn will submit the draft BE to the Client for review and one (1) round of comments. Kimley-Horn will finalize the BE based on the Client's comments.

Clean Water Act (CWA) Memorandum

Based on the current definition of Waters of the U.S. (WOTUS), the aquatic features within the project limits would not qualify as (WOTUS) as they appear to be non-relatively permanent waters (non-RPWs). Kimley-Horn will identify boundaries of these aquatic features based on aerial interpretation, U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) - Strahler Stream Order, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) dataset, and U.S. Environmental Protection Agency (EPA) Waters GeoViewer. Aquatic features will be spot checked in the field to confirm the desktop review results. Representative ground photographs will be taken. Kimley-Horn will prepare supporting documentation addressing methodology and results of the evaluation and will include the following:

- CWA Memorandum
- Desktop Aquatic Features and Delineation Map
- USGS National Hydrography Dataset Strahler Stream Order Map, as applicable
- Antecedent Precipitation Tool
- Streamflow Duration Assessment Method (SDAM) (one SDAM for all aquatic features)
- Ground Photographs

Kimley-Horn will submit the draft CWA Memorandum to the Client for review and one (1) round of comments. Kimley-Horn will finalize the CWA Memorandum based on the Client's comments. If requested by the Client, this documentation will be submitted to the U.S. Army Corps of Engineers (Corps) for concurrence. We anticipate the Corps' response (if they respond) will be via email concurring that aquatic features onsite are non-RPWs and/or excluded features and therefore not WOTUS. The Corps will not prepare an Approved Jurisdictional Determination (AJD) and this submittal will not be sufficient for review as a request for an AJD.

Cultural Resources

Kimley-Horn will conduct a Class I records review and a Class III survey of the project area. Based upon a review of the Arizona State Museum's (ASM) online AZSITE database, the project area was last surveyed more than 15 years ago.

Kimley-Horn will examine records in the ADOT Historic Preservation Team (HPT) Portal and the ASM online AZSITE database and records housed at ASM's Archaeological Record's Office (ARO) to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within and adjacent to the project area. The National Register Information System database also will be checked for National Register of Historic Places (NRHP)-listed properties within or adjacent to the project area. Following completion of the literature review, Kimley-Horn will conduct a Class III cultural resource survey of the project area.

Kimley-Horn will prepare a report that includes the results of the literature review and fieldwork. Kimley-Horn will submit the draft Class III report to the Client for review and one (1) round of comments. Kimley-Horn will finalize the Class III report based on the Client's comments. This scope assumes that no more than 6 cultural resources will be identified during the survey. If additional sites are found a change order will be required.

2.7 - Project Estimate and Specifications

Kimley-Horn will provide Special Provisions and Opinion of Probable Cost at each milestone submittal.

Kimley Horn will prepare a 30%, 60%, 90% and 100% submittal. At each submittal, Kimley Horn will provide the following documents to the City electronically.

- Plan Set
- Engineer's Opinion of Probable Cost
- Special Provisions

Upon plan approval by the city, Kimley-Horn will provide the following 'bid-ready' documents:

- Sealed Plan Set
- Sealed Engineer's Opinion of Probable Cost
- Sealed Special Provisions with Geotechnical Report as an Appendix
- Sealed Design Report
- Electronic Versions of Files (Autocad, PDF, Word and Excel)

Design Deliverables of the Project Scoping Report

11 – Preparation of (30%) Design
12 – Preparation of (60%) Design
13 – Preparation of Draft-Final (90%) Plans, Specifications, and Estimate for Submittal to City and Utility Companies
15 – Preparation of Easement Legal Descriptions and Map/Drawings
18 – Preparation of Final (100%) Plans, Specifications, Design Reports, Bid Schedule and Engineers Estimate

TASK 3: SUBCONSULTANT TASKS
SUBCONSULTANT SERVICES

3.1 – EFFLUENT & WASTEWATER PIPELINE DESIGN (LYON)

Lyon Engineering and Surveying Inc. will provide preliminary and final design for the effluent and Wastewater mains through the SR89 corridor. This task also includes coordinating with the utility companies, coordinating the SUE investigation, and performing any supplemental topographic surveying. **See Full Scope of Services included in Appendix A.**

3.2 – UTILITY DESIGNATING (T2)

T2 Utility Engineers will provide utility designating throughout the project site. This task includes surveying the pothole locations and depths. Potholing is included as an allowance. **See Full Scope of Services included in Appendix A.**

3.3 – GEOTECHNICAL ENGINEERING (CNI)

Call and Nicholas, Inc. will provide subsurface and field support services. These services will continue to support the design efforts planning the excavation and rock removal necessary for the utility and roadway improvements through the corridor. **See Full Scope of Services included in Appendix A.**

3.4 – PUBLIC OUTREACH (BETA PR)

Beta PR will provide public outreach, public meeting services for the meetings to be advertised and held at the 30% and 60% design phases, and maintenance of the project website and email. **See Full Scope of Services included in Appendix A.**

3.5 – GEOTECHNICAL ENGINEERING (ETC)

Engineering & Testing Consultants, Inc will provide additional borings and laboratory tests on the subsurface soil. A final geotechnical report will be prepared based on the results of all borings and laboratory test results. **See Full Scope of Services included in Appendix A.**

TASK 4: ALLOWANCES

4.1 – GENERAL ALLOWANCES

Allowances are included for potential unknown tasks that may be required subsequent to commencement of the Final Design. Work will not start or be billed until authorized by the City Project Manager.

4.2 – POTHOLING ALLOWANCE

Allowance includes up to 100 potholes to be confirmed at the 30% Design Phase.

EXCLUSIONS

The following items/services are not included in this scope of work and fee proposal. If these items/services are determined to be required, a separate agreement by contract amendment or new contract shall be coordinated between the City of Prescott and Kimley-Horn.

- Construction Administration

LIMITATIONS ON COST ESTIMATING

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

SCHEDULE

The Milestone Dates listed below are preliminary and subject to change. Kimley-Horn will make every effort to meet the schedule agreed upon with the Client.

Milestone	Date
Project Notice to Proceed	February 2026
30% Design	May 2026
60% Design	September 2026
90% Design	December 2026
100% Plans, Specs, Estimates Complete	January 2027

See Appendix B for a detailed schedule.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 thru 3 for the total lump sum labor fee below. All permitting, application and similar project fees will be paid directly by the City.

Task 1 Project Management/Coordination	$251,530
Task 2 Final Construction Documents	$832,070
Task 3 Subconsultant Services	$721,011
Total Lump Sum Labor Fee	$1,804,611
Direct Expenses	$8,000
Total Lump Sum Labor Fee	**$1,812,611**
Allowances	$300,000
Total Including Allowances	**$2,112,611**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Andrew Baird, PE
Project Manager

David Leistiko, P.E.
Senior Vice President

CIP #2110-001 - Effluent & Wastewater Pipeline
& SR 89 Improvements Design Phase - Alternative 2B

Kimley»Horn

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS		BILLING RATE/HOUR	TOTAL
Senior Project Manager	-	$	250.00	$ -
Project Manager	876	$	235.00	$ 205,860
Sr. Project Engr	940	$	215.00	$ 202,100
Project Engr	1,016	$	195.00	$ 198,120
Engr/Designer	1,226	$	170.00	$ 208,420
Technician/Drafter	1,794	$	150.00	$ 269,100
Administrative	-	$	125.00	$ -
	5,852	Hours		
			Subtotal Kimley-Horn Design Base Fee	$ 1,083,600

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm		Cost	Compensation Method
Lyon - Topo Survey	$	456,630	
T2 - SUE	$	94,120	
CNI - Geotechnical	$	69,041	
Beta PR - Public Outreach	$	72,320	
ETC - Geotechnical	$	28,900	
		Subtotal Estimated Outside Services	$ 721,011

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	$	1,500	
Agency Review Fees	$	6,500	
		Subtotal Estimated Expenses	$ 8,000

ALLOWANCES

General Allowances	$	200,000	
Additional Potholing	$	100,000	
		Subtotal Allowances	$ 300,000

TOTAL PROJECT COST **$ 2,112,611**

Consultant Firm Signature

2/2/26

Date

City of Prescott
CIP #2110-001 - Effluent Wastewater Pipeline
SR 89 Improvements Design Phase - Alternative 2B

Fee Proposal

			PM	Sr. Engr.	PE/Prof	Engr/Design	Tech	Admin	Totals
TASK DESCRIPTION	**Sheets**	**SUBTOTAL**	**$ 235.00**	**$ 215.00**	**$ 195.00**	**$ 170.00**	**$ 150.00**	**$ 125.00**	
1. Project Management/Coordination		**$ 251,530.00**	**464**	**296**	**202**	**128**	**118**	**-**	**1,208**
Project Kick off Meeting		$ 1,800.00	4	4					8
Stakeholder/Public Meetings (3 Mtgs)		$ 19,500.00	30	30			40		100
Project Schedule		$ 2,660.00	8		4				12
QA/QC		$ 29,700.00	20	80	40				140
Subconsultant Plan Review/Coordination		$ 12,900.00	30		30				60
Project Site Walk		$ 3,170.00	8	6					14
Comment Resolution Meetings (3 Mtgs)		$ 5,520.00	10	10		6			26
Develop Pothole List & Coordination		$ 2,750.00	2		4		10		16
Bi Monthliy Project Meetings		$ 20,640.00	48		48				96
Internal Team Meetings (24 Total)		$ 36,960.00	48	48		48	48		192
General Coordination		$ 35,040.00	96		64				160
CMAR Coordination		$ 22,700.00	60	40					100
Utiliyt Coordination Assistance		$ 5,560.00		4		10	20		34
Council Presentations (Assume 2)		$ 9,670.00	12	2	12	24			50
Design Team Coordination		$ 15,850.00	40	30					70
CMAR Coordination		$ 9,510.00	24	18					42
Attend the Pre-Construction Meeting		$ 1,800.00	4	4					8
Review GMP		$ 15,800.00	20	20		40			80
2. Final Construction Documents (30%, 60%, 90%, 100%)	**238**	**$ 832,070.00**	**412**	**644**	**814**	**1,098**	**1,676**	**-**	**4,644**
2.1 Roadway Design	**167**	**$ 500,840.00**	**214**	**300**	**486**	**764**	**1,076**	**-**	**2,840**
Cover Sheet	1	$ 2,310.00		2		4	8		14
Legend & Notes Sheet	4	$ 3,030.00		2		10	6		18
Typical Sections Sheets	2	$ 5,450.00		4	10	12	4		30
Miscelleneous Details Sheets	8	$ 6,870.00		2	12	10	16		40
Geometric Control Sheet	2	$ 7,950.00	4	6		16	20		46
Paving Plan & Profile Sheets	62	$ 271,600.00	100	120	260	480	600		1560
Roundabout Sheets	6	$ 53,630.00	18	60	60	40	120		298
Demolition Sheets	16	$ 10,430.00	2	8		22	30		62
Intersection Sheets	4	$ 15,170.00	10	16	24	10	20		80
Driveway / Crossroad Grading	12	$ 16,920.00	24			24	48		96
Erosion Control Sheets	30	$ 30,540.00	12	24		48	96		180
Cross Sections	20	$ 31,200.00	24		48		108		180
3D Model & Earthwork		$ 22,760.00	4	20	48	48			120
Roundabout Design Report		$ 10,860.00	8	20	24				52
Roadway Design Report		$ 12,120.00	8	16		40			64
2.2 Drainage Design	**6**	**$ 57,900.00**	**26**	**44**	**66**	**78**	**108**	**-**	**322**
Hydrology & Hydraulics		$ 13,790.00	4	10	20	40			74
Drainage Report		$ 15,990.00	8	14	20		48		90
Storm Drain Plan and Profile	2	$ 13,460.00	6	10	12	18	30		76
Box Culvert Plans	2	$ -							0
Lateral Profile Sheets	2	$ 14,660.00	8	10	14	20	30		82
CLOMR/No Rise Analysis		$ -							0
2.3 Signing/Pavement Marking	**46**	**$ 83,460.00**	**48**	**72**	**72**	**108**	**162**	**-**	**462**
Legend & Notes Sheet	2	$ 4,200.00	6	6			10		22
Signing and Marking Sheets	30	$ 45,300.00	24	36	48	48	96		252
Signing and Marking Details	2	$ 5,940.00	6	6		12	8		32
Lighting and Photometric Plans	12	$ 28,020.00	12	24	24	48	48		

City of Prescott
CIP #2110-001 - Effluent Wastewater Pipeline
SR 89 Improvements Design Phase - Alternative 2B

Fee Proposal

TASK DESCRIPTION	Sheets	SUBTOTAL	PM $ 235.00	Sr. Engr. $ 215.00	PE/Prof $ 195.00	Engr/Design $ 170.00	Tech $ 150.00	Admin $ 125.00	Totals
2.4 Structures Design	**3**	**$ 57,920.00**	**38**	**98**	**64**	**52**	**44**	**-**	**296**
Wall Design/Calculations/Reports		$ 22,580.00	12	24	40	40			116
Coordination with Geotechnical Engineer		$ 5,440.00	14	10					24
Wall Plans and Details	3	$ 18,300.00	12	24	24	12	24		96
Geotechnical Coordination		$ 11,600.00		40			20		
2.5 Landscaping/Irrigation	**16**	**$ 39,120.00**	**28**	**20**	**36**	**56**	**78**	**-**	**218**
Legend & Notes Sheet		$ 2,530.00	2	4			8		14
Landscaping Sheets	12	$ 33,000.00	24	12	36	48	64		184
Landscaping Details	4	$ 3,590.00	2	4		8	6		20
2.6 Environmetal Review		**$ 49,360.00**	**28**	**42**	**50**	**-**	**160**	**-**	**280**
Biological Evaluation		$ 11,360.00	10	14			40		64
Clean Water Act Memorandum		$ 14,190.00	12	18			50		80
Cultural Class III		$ 23,810.00	6	10	50		70		136
2.7 Project Estimate and Specifications		**$ 43,470.00**	**30**	**68**	**40**	**40**	**48**	**-**	**226**
Quantities/Estimate		$ 19,710.00	6	20		40	48		114
Specifications		$ 23,760.00	24	48	40				112
SUBTOTAL DIRECT LABOR		**$ 1,083,600.00**	**876**	**940**	**1,016**	**1,226**	**1,794**	**-**	**5,852**
3. SUBCONSULTANTS SERVICES									
3.1 Effluent & Wastewater Pipeline Design (Lyon)		**$ 456,630.00**							
Utility Plans		$ 387,850.00							
Supplemental Survey/ROW Exhibits		$ 67,780.00							
Expenses		$ 1,000.00							
3.2 Utility Designating (T2)		**$ 94,120.00**							
SUE		$ 94,120.00							
3.3 Geotechnical Engineering (CNI)		**$ 69,041.00**							
Supplemental Geotechnical Services		$ 69,041.00							
3.4 Public Outreach (Beta PR)		**$ 72,320.00**							
Public Outreach Services		$ 72,320.00							
3.5 Geotechnical Engineering (ETC)		**$ 28,900.00**							
Borings/Final Geotechnical Report		$ 28,900.00							
SUBTOTAL SUBCONSULTANT TASKS		**$ 721,011.00**							
4. ALLOWANCES									
General Allowances		**200,000.00**							
Additional Potholing		**100,000.00**							
SUBTOTAL ALLOWANCE TASKS		**$ 300,000.00**							
EXPENSES									
Miscellaneous Expenses		$ 1,500.00							
CLOMR Review Fee		$ 6,500.00							
EXPENSES SUBTOTAL		**$ 8,000.00**							
CONTRACT TOTAL		**$ 2,112,611.00**							

Appendix A
Subconsultant Proposals

Effluent and Wastewater Pipelines and SR89 Improvements City Project No.CIP 2110-001 Scope of Work

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Task Series 3000 Effluent and Wastewater Pipelines 4
Task 3100 Design Development 4
Subtask 3110 Base CAD File Production 4
Subtask 3120 30% Preliminary Design 4
Task 3200 Detailed Design 5
Subtask 3210 Preliminary Sewer and Effluent Report 5
Subtask 3211 Sewer and Effluent Report 6
Subtask 3220 60% Design Plans 6
Subtask 3221 90% Design Plans 6
Subtask 3222 100% Design Plans 6
Subtask 3230 60% Special Provisions 7
Subtask 3231 90% Special Provisions 7
Subtask 3232 100% Special Provisions 7
Subtask 3240 60% Engineers Cost Estimate 7

Subtask 3241 90% Engineers Cost Estimate 7
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Subtask 4110 Survey Control Network Update 9
Subtask 4120 Survey of Blue Staked Utilities 9
Subtask 4130 Field Topography Survey 9
Subtask 4140 Staking of Alignments for Utilities, Easements or Right-of-Way 9
Subtask 4150 Right-of-Way and Easement Acquisition Maps 9
Subtask 4160 Legal Descriptions 10
Subtask 4170 Potholed Utility Location Survey 10
Other Direct Costs 10
Copying 10

Appendices

Appendix A – Consultant Fees

Overview

Design services for the City of Prescott (City) Effluent and Wastewater Pipelines and SR89 Improvements (Project) will be performed by a consultant team led by Lyon Engineering and Surveying, Inc. (Engineer) and (Surveyor).

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

- Basic Services
  - Task Series 1000, Project Management
  - Task Series 2000, Pre-Design
  - Task Series 3000, Effluent and Wastewater Pipelines
- Special Services
  - Task Series 4000, Special Services
- Other Direct Costs

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

- Land Surveying
  - Land Surveying through the proposed project corridor for supplemental topography, to develop a base CAD file and update project control as needed

- Final Design for Effluent and Wastewater
  - 7,400 LF 24” Gravity Sewer Main
  - 2,500 LF 26” Sewer Force Main
  - 9,200 LF 24” Effluent Main

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

Firm	Services/Disciplines
Lyon Engineering and Surveying, Inc.	Prime Engineer, Project Management, Site Design, Civil Design, Land Surveying, Permitting, Construction Administration
Water Works Engineers	Effluent and Sewer Modeling and Design Report

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.

- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing water, sewer, and roadways. The Engineer shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required support surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding City's utilities (existing and/or proposed) near the project site.
- Furnish copy of previous soils report (as available).
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.
- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Title reports for private and City properties per a list of parcels submitted by the Engineer.

Basic Services

Task Series 1000 Project Management

Task 1100 General

Under this task the Engineer shall perform general project management and administration tasks. The Engineer will monitor and track the project budget, schedule and quality to ensure that all deadlines are met, that that the project remains within budget and that the City receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to address items such as project schedule, project budget and current issues of concern.

Task 1200 Project Meetings & Coordination

The Engineer will prepare and distribute a written summary and results of these meetings to the City and Project subconsultants. Action items and decisions shall be clearly identified in the minutes and summarized in logs that are updated monthly. The Engineering will coordinate as needed with utility companies and the CMAR contractor.

Subtask 1210 Kickoff Meeting

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

- Review the Project Scope of Work
- Review the Project Schedule to include project milestones
- Establish communication protocol and project procedures

- Develop a project meeting schedule

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

Subtask 1220 Design Phase Coordination and Workshop Meetings

The Engineer will conduct coordination and workshop meetings with the City to address technical, coordination and administrative issues related to the project. These meetings will also be used to conduct technical workshops, design submittal meetings, design review meetings, and project management meetings. The meetings are scheduled to take place over a period of 9 months, totaling a maximum of three (3) meetings.

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

Subtask 1230 Submittal Review Meetings

In addition to the project workshop meetings, the Engineer will conduct a review meeting after the submittal of the Preliminary Design Concept Report. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous workshop comments to ensure that the City comments are being addressed. The review meeting will occur after the City has reviewed the Preliminary Design Concept Report and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

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

Subtask 1240 Coordination with Utility Companies

The Engineer will contact Utility Companies to determine what utilities may be impacted by the Project.

➢ **Deliverables:** Summary of Utility Company correspondence and copies of maps, plans, etc. provided by the companies.

Subtask 1250 Coordination with CMAR

The Engineer will attend coordination meetings and provide correspondence as need with the City's Construction Manager at Risk (CMAR) contractor.

Task Series 2000 Pre-Design

Task 2100 Pothole Coordination

The Engineer will produce maps for review and approval by the City of the proposed pothole locations based on the approved 30% design plans. These maps will be provided to the pothole subconsultants for their reference.

The Engineer will coordinate with the Pothole Subconsultant and Surveyor to ensure timely potholing and field survey of the pothole locations. After the pothole contractor has called in the blue stake for the determined potholes, the Engineer will mark each pothole location in the field per Subtask 4170.

Task 2200 Field Walk of Blue Stake

The Engineer will conduct a field walk of blue staked utilities accompanied by the Surveyor and the City Project Manager to determine potential conflicts with proposed effluent and sewer improvements.

Task Series 3000 Effluent and Wastewater Pipelines

Task 3100 Design Development

Subtask 3110 Base CAD File Production

This task will focus on the development of the base CAD file for use in the 30%, 60%, 90% and Final design for the effluent and sewer mains.

Subtask 3120 30% Preliminary Design

The Engineer will submit to the City a Preliminary 30% Design plan set for the project that includes the following items:

a) Existing conditions including:
   1. Right-of-way and easements including parcel and owner information
   2. Topography
   3. Benchmarks
   4. Adjacent property lines
   5. Large trees (4” diameter or greater at chest height)
   6. Landscaping
   7. Roadway limits
   8. FEMA Floodplain and Floodway limits
   9. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
   10. 2025 Drone Aerial Imagery in background of plan view

b) Proposed preliminary improvements including:
   1. Gravity Sewer Main Plan and Profile

2. Branch Main Plan and Profile
3. Force Main Sewer Plan and Profile
4. Effluent Main Plan and Profile
5. Potential utility conflicts based on plan view location of utilities
6. Conceptual erosion control
7. Proposed easements including parcel and owner information

- **Deliverables:**
  - Digital .pdf submittal 30% Design Plan Set at 20-Scale
  - Two (2) hard copies of the 30% Preliminary Design

Task 3200 Detailed Design

Subtask 3210 Preliminary Sewer and Effluent Report

The Engineer will provide an analysis of the sewer system and provide the following:

- Review the existing City sewer model and provide feedback
- Run the existing sanitary sewer model and confirm the flows and pipe size(s) necessary for the project. This will allow the design team and City staff the opportunity to modify piping, flows, etc. in the area to validate the piping system and flows are modeled correctly.
- Add the new gravity sewer main to the City model, once flows and piping are confirmed, the Engineer will model the proposed piping system utilizing our proprietary hydraulics model as an alternate method to confirm flow capacities, depth, velocities, etc.
- Alternative alignment analysis of the sewer main alignment

The Engineer will provide an analysis of the effluent system and provide the following:

- Create a model of the existing City effluent system to analyze the flows, pressures and storage requirements of the existing system, and the future system after centralization is completed. The model will be compatible with current modeling platform being used by the City.
- Alternative alignment analysis of the effluent main bypass
- Existing effluent demands and storage system
- Future effluent main sizes and materials alternatives
- Future reservoir sizing and alternative locations
- Provide locations for future Smart Ball insertion points

Findings from the analysis will be presented in the form of spreadsheets and a presentation to City staff in the Public Works conference room.

Subtask 3211 Sewer and Effluent Report

A Final Sewer Report will be prepared that contains the results of the wastewater hydraulic modeling and sewer main sizing completed under Subtask 3210. This report will detail the sewer mains sizes for each reach between sewer main manholes and sewer branches. This task includes the subsequent submittals as needed to address City comments.

This report will accompany the submittal to Yavapai County Environmental Services for Arizona Department of Environmental Quality (ADEQ) approval.

Subtask 3220 60% Design Plans

Subtask 3221 90% Design Plans

Subtask 3222 100% Design Plans

The Engineer will submit to the City a design plan set at 20-scale at the 60%, 90% and 100% Design stages including the following items:

a) Existing conditions including
- Right-of-way and easements with book and page numbers
- City Topography with supplement field survey data
- City Benchmarks
- Adjacent property lines and parcel owner information
- Large trees (4” diameter or greater at chest height)
- Landscaping
- Roadway limits
- FEMA Floodplain and Floodway limits
- All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
- Pothole locations in the plan and profile and a table of pothole elevations to top of utilities
- 2025 Drone Aerial Imagery in background of plan view

b) Proposed improvements including:
- Gravity Sewer Main Plan and Profile
- Branch Main Plan and Profile
- Force Main Sewer Plan and Profile
- Effluent Main Plan and Profile
- Existing water, sewer, storm drain and dry utility conflicts and relocations
- Proposed sawcut and pavement, curb and gutter, and guard rail replacement limits
- Horizontal and vertical control with benchmark locations and City benchmark data

- Detail sheets
- Construction notes
- List of Standard Details

c) Estimated Design Plan Drawings:
- General Drawings: 5 sheets
- Project Geometrics and Survey Control: 4 Sheets
- Removals/Demolition: 6
- Effluent Main and Wastewater Sewer Main Design: 25
- Details: 3

Subtask 3230 60% Special Provisions

Subtask 3231 90% Special Provisions

Subtask 3232 100% Special Provisions

The Engineer will provide Special Provisions at the 60%, 90% and 100% stage as a supplement to the City's supplement to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction. Items included in the project but not covered by the City supplement will be in the special provisions produced by the Engineer.

Subtask 3240 60% Engineers Cost Estimate

Subtask 3241 90% Engineers Cost Estimate

Subtask 3242 100% Engineers Cost Estimate

The Engineer will provide an Engineers Estimate of Construction Cost at the 60%, 90% and 100% stage in a bid tab format.

➢ **Deliverables:**
- Digital .pdf submittal of the Preliminary and Final Sewer Report at the 60% and 90% design stage
- Digital .pdf submittal of the Final Approved Sewer Report
- Digital .pdf submittal of the Design Plan Set at the 60%, 90% and 100% stage
- Digital .pdf submittal of the Special Provisions at the 60%, 90% and 100% design stage
- Digital .pdf submittal of the Engineers Estimate of Construction Cost at the 60%, 90% and 100% design stage
- Two (2) hard copies of the 60%, 90% and 100% Design Plans

Subtask 3250 Final P.S. and E.

Task Detail 3251 Final Civil Plans

The Engineer will submit to the City Final Stamped and Signed Civil Plans of the Improvements for approval and City signature. Once signed by the City, the Engineer will provide digital copy of the signed plans in .pdf format.

Task Detail 3252 Special Provisions

The Engineer will submit to the City Final Stamped and Signed Special Provisions for the Improvements in .pdf format.

Task Detail 3253 Engineers Estimate of Construction Cost

The Engineer will submit to the City Final Stamped and Signed Engineers Estimate of Construction Cost for the Improvements in .pdf format.

Task Detail 3254 Bid Schedule

The Engineer will submit to the City a bid schedule in Microsoft Excel format for use in the bidding process

Task Detail 3255 Approved Permits

The Engineer will submit the approved permits obtained from the required environmental agencies.

- **Deliverables:**
  - Bid Ready Design Drawings, Special Provisions and Engineers Estimate of Construction Cost in .pdf format
  - Bid Schedule in Microsoft Excel format
  - CAD files of approved design drawings

Subtask 3260 Permitting

The Engineer will contact the regulatory agencies and develop the required applications and support documents for the following permits:

1) Yavapai County – The Engineer will contact Yavapai County Environmental Services (YCES) and obtain the required Approval to Construct (ATC).

Task Series 4000 Special Services

Task 4100 Land Surveying

Subtask 4110 Survey Control Network Update

The Surveyor will verify the condition and integrity of the 26 control points established during the Design Concept Report (DCR) phase of the project. Each point will be inspected to ensure it remains undisturbed and suitable for continued use. Any missing or compromised control points will be replaced as necessary to maintain the integrity of the control network.

In addition, up to five (5) new control points will be established at locations determined in coordination with the City and the selected Construction Manager at Risk (CMAR) contractor, to support future construction staking and quality control efforts.

Subtask 4120 Survey of Blue Staked Utilities

The Surveyor will record field coordinates of all existing utility identifiers placed in the field by utility companies as a result of the City's blue stake requests.

Subtask 4130 Field Topography Survey

The Surveyor will perform supplemental field topographic surveys on an as-needed basis to locate existing utilities, roadway elements, and drainage features that were not captured during the DCR phase. These surveys will be coordinated with the City and project design team to ensure all critical surface and subsurface features are accurately identified for final design and construction planning.

Subtask 4140 Staking of Alignments for Utilities, Easements or Right-of-Way

The Surveyor will field locate with paint or lathe and flagging the proposed new utility alignments and if necessary, easements or Right-of-Way to be acquired for the project. This will provide a visual reference for use during field walks by the Engineer, City, and Stakeholders for proposed property impacts and acquisition limits, and for impacts within existing City right-of-way. This task assumes approximately 1,000 linear feet of alignment staking at 50 foot intervals.

Subtask 4150 Right-of-Way and Easement Acquisition Maps

The Engineer will provide the City with right-of-way and easement acquisition maps showing the limits and area of proposed property acquisitions for the project. These maps will be updated at the 30%, 60%, 90% and Final Design stages on an as needed basis.

Subtask 4160 Legal Descriptions

The Surveyor will provide easement legal descriptions and accompanying maps as directed by the City after City approval of the 90% design plans. These items will be provided to the City by the Surveyor for use in acquiring the easements for recordation by the City. Legal descriptions and exhibits shall conform to the City's Legal Description and Exhibit checklist.

Based on the DCR phase it is anticipated that up to 4 legal descriptions will be necessary for this project including descriptions for permanent easements or right-of-way acquisitions

- **Deliverables:**
  - Up to four (4) legal descriptions and accompanying maps on 8.5" x 11" in .pdf format

Subtask 4170 Potholed Utility Location Survey

Under this subtask the Surveyor will provide lathe, flagging and/or paint marks for pothole locations for the pothole subconsultant based on the locations determined by the City approved pothole maps and the blue staked utility locations.

Other Direct Costs

Copying

The Engineer has added this item to cover various printing costs of maps, exhibits and reports, specifications and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Appendix A

City of Prescott
Effluent & Wastewater Pipelines & SR89 Improvements

City Project No. CIP2110-001

Task No.	Task Description	Lyon Engineering									WaterWorks Engineers													
		SVY	RLS	SRLS	ENG	PE	INSP	DRONE	Total	Lyon Total	Princ	PM	E&S	SPE	PE	DES	Tech	S EE	EE	E DES	CLER	Total	WaterWorks Total	Combined Total
		$ 200	$ 170	$ 190	$ 175	$ 225	$ 95	$ 200			$ 220	$ 185	$ 175	$ 150	$ 145	$ 125	$ 100	$ 165	$ 145	$ 125	$ 75			
Task Series 1000	**Project Management**																							
Task 1100	General					40			40	$ 9,000												0	$ -	$ 9,000
Task 1200	Project Meetings & Coordination																							
Subtask 1210	Kickoff Meeting					2			2	$ 450												0	$ -	$ 450
Subtask 1220	Design Phase Coordination and Workshop Meetings					40			40	$ 9,000												0	$ -	$ 9,000
Subtask 1230	Submittal Review Meetings					16			16	$ 3,600												0	$ -	$ 3,600
Subtask 1240	Coordination with Utility Companies					16			16	$ 3,600												0	$ -	$ 3,600
Subtask 1250	Coordination with CMAR					60			60	$ 13,500												0	$ -	$ 13,500
Task Series 1000 Subtotal		0	0	0	0	174	0	0	174	$ 39,150	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 39,150
Task Series 2000	**Pre-Design**																							
Task 2100	Pothole Coordination					16			16	$ 3,600												0	$ -	$ 3,600
Task 2200	Field Walk of Blue Stake					8			8	$ 1,800												0	$ -	$ 1,800
Task Series 2000 Subtotal		0	0	0	0	24	0	0	24	$ 5,400	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 5,400
Task Series 3000	**Effluent & Wastewater Pipelines**																							
Task 3100	Design Development																							
Subtask 3110	Base CAD File Production				120	30			150	$ 27,750	4				16							20	$ 3,200	$ 30,950
Subtask 3120	30% Preliminary Design				240	60			300	$ 55,500	24				4							28	$ 5,860	$ 61,360
Task 3200	Detailed Design																							
Subtask 3210	Preliminary Sewer & Effluent Report					24			24	$ 5,400	16				80							96	$ 15,120	$ 20,520
Subtask 3211	Sewer & Effluent Report					12			12	$ 2,700	8				88							96	$ 14,520	$ 17,220
Subtask 3220	60% Design Plans				320	80			400	$ 74,000	28				60							88	$ 14,860	$ 88,860
Subtask 3221	90% Design Plans				160	40			200	$ 37,000	16				36							52	$ 8,740	$ 45,740
Subtask 3222	100% Design Plans				80	20			100	$ 18,500	8				20							28	$ 4,660	$ 23,160
Subtask 3230	60% Special Provisions				80	20			100	$ 18,500	4				8							12	$ 2,040	$ 20,540
Subtask 3231	90% Special Provisions				40	10			50	$ 9,250	4				8							12	$ 2,040	$ 11,290
Subtask 3232	100% Special Provisions				16	4			20	$ 3,700	4				8							12	$ 2,040	$ 5,740
Subtask 3240	60% Engineers Cost Estimate				16	4			20	$ 3,700												0	$ -	$ 3,700
Subtask 3241	90% Engineers Cost Estimate				8	2			10	$ 1,850												0	$ -	$ 1,850
Subtask 3242	100% Engineers Cost Estimate				4	2			6	$ 1,150												0	$ -	$ 1,150
Subtask 3250	Final P.S. & E.				24	4			28	$ 5,100	2				4							6	$ 1,020	$ 6,120
Subtask 3260	Permitting				24	4			28	$ 5,100												0	$ -	$ 5,100
Task Series 3000 Subtotal		0	0	0	1132	316	0	0	1448	$ 269,200	118	0	0	0	332	0	0	0	0	0	0	450	$ 74,100	$ 343,300
Task Series 4000	**Special Services**																							
Task 4100	Land Surveying																							
Subtask 4110	Survey Control Network Update	24		4					28	$ 5,560												0	$ -	$ 5,560
Subtask 4120	Survey of Blue Staked Utilities	24		4					28	$ 5,560												0	$ -	$ 5,560
Subtask 4130	Field Topography Survey	120		4					124	$ 24,760												0	$ -	$ 24,760
Subtask 4140	Staking of Alignments for Utilities, Easements or Right-of-Way	40		4	16	8			68	$ 13,360												0	$ -	$ 13,360
Subtask 4150	Right-of-Way and Easement Acquisition Maps				24	4			28	$ 5,100												0	$ -	$ 5,100
Subtask 4160	Legal Descriptions		40	4					44	$ 7,560												0	$ -	$ 7,560
Subtask 4170	Pothole Utility Location Survey	16		2	8	4			30	$ 5,880												0	$ -	$ 5,880
Task Series 4000 Subtotal		224	40	22	48	16	0	0	350	$ 67,780	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 67,780
Task Series 1000 through 4000 Subtotal		224	40	22	1180	530	0	0	1996	$ 381,530	118	0	0	0	332	0	0	0	0	0	0	450	$ 74,100	$ 455,630
Other Direct Costs																								
	Copying									$ 1,000													$ -	$ 1,000
																							$ -	$ -
																							$ -	$ -
Other Direct Costs Subtotal										$ 1,000													$ -	$ 1,000
																							CONTRACT TOTAL =	**$ 456,630**

Labor Codes Legend:

Lyon Eng: SVY - Survey Crew, **RLS -** Registered Land Surveyor, **SRLS** - Senior Registered Land Surveyor, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **DRONE** - Aerial Drone

Water Works: Princ - Principal**, PM -** Project Manager**, E&S** - Electrical & Structural Senior Project Engineer, **SPE -** Senior Project Engineer, **PE** - Project Engineer, **DES** - Design Engineer, **S EE** - Senior Electrical Engineer, **EE** - Electrical Engineer, **E DES** - Electrical Designer, **CLER** - Clerical

T2 UES, Inc. dba
T2 Utility Engineers
19621 N. 23rd Drive
Suite 150
Phoenix, AZ 85027
602-977-8000 (phone)
www.t2ue.com

August 4, 2025

Lyon Engineering & Surveying, Inc.
Attn: Rich Poynor, PE
Email: rgpoynor@gmail.com
Phone: (928) 776-1750

RE: SR89 DCR
Subsurface Utility Engineering (SUE)
Scope of Services T2UE Proposal No. 16104-25-0006

Rich,

Thank you for the opportunity to propose on this project. Our experience providing subsurface utility engineering for State DOTs, counties, municipalities, and utility providers will enable us to successfully complete this utility investigation and meet the program and project goals. The combination of our resources and experience will provide you with the confidence that T2UE is the right choice to complete the project on time and on budget. For more information, please visit www.T2UE.com

Our Scope of Services is further detailed in the project understanding section of this proposal. This proposal has been prepared for the SR89 project from Willow Lake Road to Phippen Trail. We have provided you with a Unit Rate Fee to complete the specific items described within the Scope of Services. We respectfully request any comments or questions you may have. Thank you again for this opportunity.

PROJECT UNDERSTANDING

T2 UES, Inc. dba T2 Utility Engineers (herein referred to as T2UE) will complete a subsurface utility engineering (SUE) investigation for this project. This will involve attempting to locate only the 24" effluent line withing the corridor between Willow Lake Road and Phippen Trail. In addition, this project would include a full ASCE 38 Quality Level D, C, B, & A SUE utility investigation in accordance with the CI/ASCE Standard 38: *Standard Guideline for the Collection and Depiction of Existing Subsurface Utilities* within the project area as defined below.

ASCE 38 QUALITY LEVEL DEFINTIONS

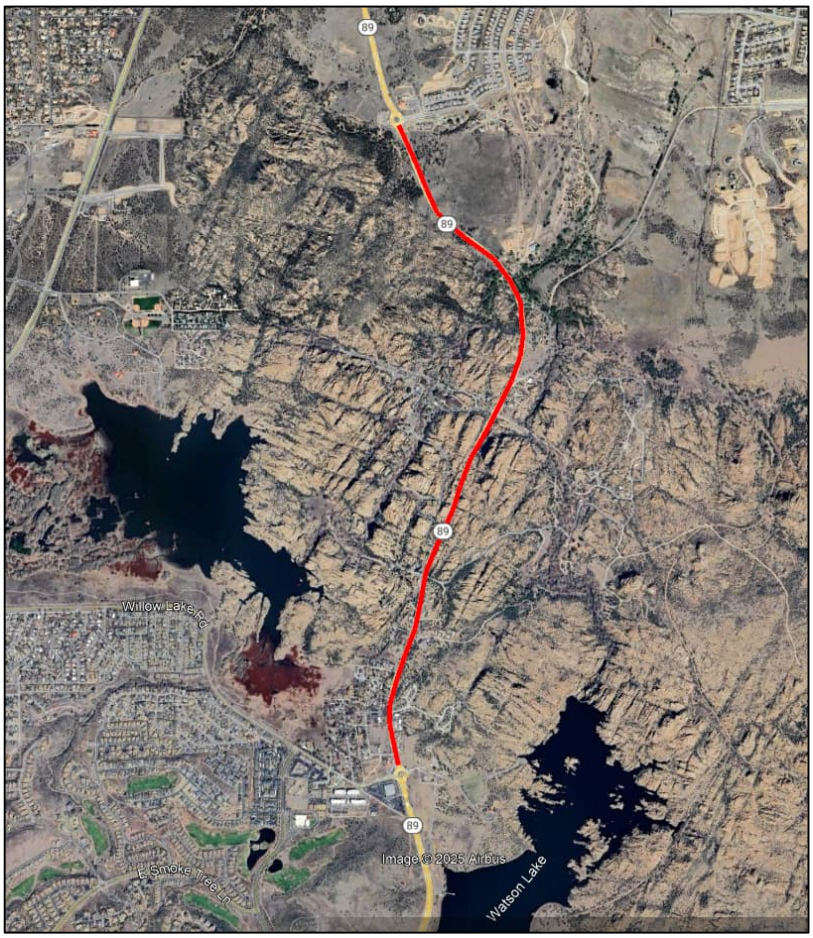
ASCE 38 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. The quality level provides a professional opinion of the quality and reliability of the utility information. The four quality levels defined by the ASCE Standard are as follows:

- Quality Level D (QLD): Record research of existing subsurface utilities within the project limits by contacting each utility owner and obtaining their available facility records. This process includes the investigation of untraceable (nonmetallic buried without trace wire) utilities that do not meet Quality Level C or B specifications. QLD information is based on information obtained from record drawings and includes utility type, ownership, size and material composition.
- Quality Level C (QLC): Inclusive of a QLD effort, the project team will provide QLC depiction of existing untraceable subsurface utilities by correlating surveyed surface evidence to the QLD utility records to obtain the utility location. QLC information includes utility type, ownership, size and material composition based on available record information.
- Quality Level B (QLB): Inclusive of the QLC and QLD effort of utility investigation further incorporates the use of surface geophysical techniques under the direction of a Professional Engineer licensed in the State of Arizona to determine the existence and horizontal position of underground utilities. This activity is called "designating." The information obtained in this manner is surveyed to project control. Two-dimensional (2D) utility information is obtained. QLB deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona

- Quality Level A (QLA): Inclusive of the QLB, QLC and QLD levels of utility investigation, incorporates the use of minimally intrusive Air-Vacuum Excavation methods at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. The excavation and data documentation activity is called Locating "excavation of test holes". It is the highest level of utility certainty presently available. When surveyed and depicted, precise plan and profile information is available for making final design decisions at the test hole locations. QLA deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona. Note: QLA test holes are not included within this scope and fee.

LIMITS OF INVESTIGATION

The overall project and SUE investigation will be conducted withing the ROW of SR89 from Willow Lake Road to Phippen Trail as shown in the image below:



SCOPE OF WORK

T2UE will utilize their full suite of geophysical equipment in an attempt to identify the horizontal position of only the 24" effluent line within the project area (shown in the as-built files provided by the Client on 01/10/2025 titled, "AB1987-013 - Sundog Effluent Line Plans 1987" and "AB1988-011 Effluent Diversion Phase 2"). If T2UE is successful in designating the line, the verified location will be marked using appropriate pink paint and flagging which is the standard industry color for temporary markings. This field information is then surveyed and depicted into a digitized CAD file compatible with the project design files.

A Professional Engineer licensed in the State of Arizona shall oversee, a full Subsurface Utility Engineering (SUE) investigation of the project area, excluding gravity sewer mains, to determine existing utility conditions within the project limits. As part of the SUE investigation for this project T2UE will complete the following tasks:

- QLD Utility Records Research

  The T2UE team shall perform the following activities as part of their research effort on this project:

  - Conduct a full reconnaissance and utility records research to aid in the identification of Utility Owners that may have facilities on, or be affected by the project.
  - Collect all applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
  - Compile a list of all utility companies contacted for information. Note information received with contact information for each response and note non-response if applicable.
  - Attempt to identify all known and unknown utilities, except as noted below, within the project area at QLB and depict those utilities at the actual achieved utility Quality Level.

- Perform QLC & QLB Investigation

  - T2UE will survey existing visible surface utility appurtenances and correlate the information provided to the QLD utility records to obtain the utility location. This effort will update the utility information to QLC, and all data will be incorporated into the CAD file and final PDF deliverable.
  - Utilize geophysical utility locating techniques to determine the true horizontal position of conductive utilities within the project area. The project team will provide a QLB investigation of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities utilizing a variety of geophysical locating equipment to detect, verify and designate the location of subsurface utilities from above ground. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary markings. This field information is then surveyed and depicted into a digitized CAD file compatible with the project design files.
  - T2UE will utilize a full suite of geophysical equipment appropriate to existing site conditions for locating the type of utility being investigated. Utilities detected that were not identified by the records research will be termed “undocumented” and depicted on the plans as “unknown” utilities.
  - T2UE will use a complimentary suite of geophysical tools in an attempt to determine the location of undocumented utilities but cannot guarantee finding all undocumented utilities. Electromagnetic depths will not be recorded during this investigation.
  - As an additional step, T2UE will use inductive scanning techniques in critical areas to attempt to designate the presence of conductive undocumented utilities. QLA Test Holes may be necessary to confirm the existence of undocumented utilities in areas of potential conflicts.
  - GPR NOTE: T2UE will investigate the project site using Ground Penetrating Radar (GPR) equipment in an effort to detect larger non-metallic utilities. However, the degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically non-conductive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. Electrically conductive soils, such as clay, moist silt or saline soils typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site resistive site calibration of the GPR equipment. Subsequently, due to the unknown receptiveness of site specific soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.
  - QLB depiction will be attempted on all mainline utilities included within T2UE’s geophysical investigation. However, storm drain and possibly non-metallic water will most likely be depicted at QLC or QLD dependent upon existing physical appurtenances associated with these lines; utilities that cannot be designated at QLB, but have existing physical appurtenances in the field will be depicted at QLC; utilities which cannot be designated at QLB and for which there are no visible physical appurtenances will be depicted at QLD per record.
  - Invert information and, where possible, pipe size/material will be collected at Storm Manholes as well as Storm Drain Catch Basins and Drop inlets, where accessible from the surface. The alignment of the storm pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed MH’s/CB’s and professional judgment. If confined space entry is required to obtain information of offset or excessively deep pipes, extra costs will be incurred and will be discussed with the client in advance.
  - T2UE will document top of nut elevations on water valves throughout the project limits.
  - Overhead Utilities, Gravity Sewer Mains, Sanitary Sewer Service Laterals, Underground storage tanks, septic fields, traffic loop systems and landscape irrigation are excluded from this investigation.

DELIVERABLES

- T2UE will deliver CAD drawings depicting the horizontal location of the utilities within the project area. The drawing will depict utilities within the investigation area at the achieved ASCE 38 Quality Level, tied to the project datum via survey.

ASSUMPTIONS

- Lyon Engineering and Surveying will provide the following:
  - Project survey control and existing topographic survey if available.
  - This Scope of Services has been detailed to ensure we are providing the services desired and agreed to by the client and T2UE. Services not specifically listed are assumed to be excluded from T2UE's scope.

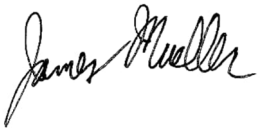
SCHEDULE

T2UE will work closely with the project team to provide deliverables in a timeframe consistent with the overall project schedule.

PROJECT ESTIMATE

For the services described, T2UE proposes compensation as outlined in the fee schedules attached. T2UE will not exceed the estimated fees without prior authorization from Client. Monthly invoices will be prepared upon conclusion for the actual work completed up to the estimated budget amount. We appreciate this opportunity to provide professional SUE and Surveying services for this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,



James Mueller, PE
Project Manager
Phone: 602-977-8076
Email: james.mueller@t2ue.com

SR89 DCR
Subsurface Utility Engineering
T2 Proposal 16104-25-0006

PROJECT ESTIMATE			
SUE Quality Level "D, C & B" Designating/Mapping			
*Utility Designating Crew	55,000 LF @	$1.41 per LF	$77,550.00
		Subtotal	**$77,550.00**
Professional Services			
*Project Manager	8 hours @	$180.00 per hour	$1,440.00
*Registered Land Surveyor	6 hours @	$175.00 per hour	$1,050.00
*SUE Supervisor	16 hours @	$125.00 per hour	$2,000.00
*CAD Technician	32 hours @	$115.00 per hour	$3,680.00
*Administrative	4 hours @	$100.00 per hour	$400.00
		Subtotal	**$8,570.00**
Misc., Permits & Maintenance of Traffic			
*Permits (assumed zero cost)	If Required (Billed Cost + 10%)		$0.00
*Traffic Control	If Required (Billed Cost + 10%)		$0.00
*Mobilization, Lodging, Per Deim	Lump Sum		$8,000.00
		Subtotal	**$8,000.00**
		TOTAL	**$94,120.00**

*** Proposal estimate only, the cost may vary due to unknown field conditions, municipality requirements and unknown number of utilities within the investigation area**

CALL & NICHOLAS, INC.

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Principals
T. M. Ryan
R. W. Pratt
L. R. Standridge
N. A. Asbury
S. D. Cylwik

PROPOSAL

To: Andrew Baird, P.E., Project Manager / Kimley-Horn & Associates, Inc.

From: Robert Cummings, P.E., Senior Project Manager / Call & Nicholas, Inc.
Michael Conley, P.E., Geological Engineer / Call & Nicholas, Inc.

Date: 14 August, 2025

Subject: Geotechnical Support for the Effluent Pipeline and SR89 Roadway Final Design
Granite Dells, City of Prescott, AZ

1.0 INTRODUCTION

Kimley-Horn & Associates, Inc (KHA) has completed a Design Concept Study (DCR) for the City of Prescott along State Route 89 (SR 89) from Phippen Trail to Willow Lake Road through the Granite Dells. The DCR identifies preferred alignments for the new effluent force main and re-use of the old effluent main and also presents two alternatives for roadway remediation: minimal widening to address sight distance issues and full widening to upgrade the facility to meet projected capacity demands. Call & Nicholas, Inc. (CNI), as geological rock engineering consultant, supported the DCR process with geological engineering that included the following:

- reconnaissance-scale field mapping to identify discontinuities preferred as rock backslope alternatives;
- ground penetrating radar (GPR) across the existing roadway to identify existing backfilled utility trenches, bedrock highs, and occurrences of rocky fill;
- seismic refraction geophysics at selected locations at roadway grade and atop the existing cuts to evaluate rock mass excavation issues;
- Concept-level geotechnical engineering reports presenting the observations, data obtained and generalized recommendations for the effluent main and roadway cuts.

KHA engaged Engineering & Testing Consultants, Inc. (ETC), a Prescott-based geotechnical engineering firm, to conduct test pits and hollow-stem auger (HSA) geotechnical borings along the roadway, and to deliver a geotechnical engineering report detailing those findings and covering such features as roadway pavement requirements and drainage features.

The next step in project delivery will be for the engineering team to work with the City and its selected Construction Manager At Risk (CMAR) contractor to develop detailed designs and a cost estimate for the preferred design options.

Because there are two roadway design alternatives presently under consideration – minimal widening with safety improvements and full widening for capacity as well as safety improvements – CNI has prepared two versions of the scope and fee attached to this proposal.

This proposal outlines the tasks CNI is to perform and their associated costs for design development, as follows:

1. Refined geological engineering and excavation recommendations to support the design and excavation planning for the new effluent force main and the re-use of the existing effluent transmission main, considering the proximity of the HOBAS sewer which must remain in service, and other factors such as traffic and access. Rock strength and abrasiveness testing were not performed for the DCR phase but are recommended for the design phase to support estimates of mechanical excavation productivity and costs. KHA has indicated that ETC will be tasked to obtain rock samples for CNI to test and analyze. CNI will depict the subsurface geotechnical conditions from CNI's and ETC's subsurface data. Close collaboration with the CMAR contractor will be essential to evaluate methods of excavation and backfilling, and mitigation of associated impacts to traffic and the surroundings.
2. Further geological engineering recommendations to support the roadway improvements other than full widening, which would address rock handling, vibration impacts, and constraints to the excavation required.
3. Field investigations to support full roadway widening should that alternative be selected. Activities will include detailed assessment of the specific fracture surfaces to be engaged as excavation back slopes, rock slope stability analyses, and defining the detailed rock excavation methodologies and possible rock reinforcement schemes that will attain the recommended cut slopes with respect to the adjacent land uses. Again, detailed and ongoing coordination with the CMAR contractor will be required.
4. Construction phase geotechnical support will be proposed in the future and would include review of contractor rock excavation processes and documents such as pre-blast surveys, blasting plans, blasting reports, and monitoring data; support for public meetings, and field reviews of revealed excavation conditions.

2.0 SCOPE OF WORK

The Scope of Work is described as work for the roadway and effluent main, however, there are certain activities that will pertain to both, which are identified in the task descriptions. Costs are shown in Tables 1 and 2.

2.1 Effluent Force Main Geotech Support and Minimal Widening

2.1.1 Task 1 Project Management and Coordination

This Task is set up to cover CNI's administrative coordination with KHA, its soil geotechnical subconsultant ETC, the City, and the CMAR contractor. Technical meetings and site visits are mostly captured under the technical Tasks. This Task will also cover activities such as routine project management, progress reporting, travel planning, and general communications not associated with other Tasks. Meetings under this Task are assumed to be virtual (no travel).

2.1.2 Task 2 Scheduled Meetings

This Task covers what are expected to be scheduled design reviews and meetings involving KHA, the CMAR contractor, the City, and other stakeholders and consultants. Most of these are presumed to be virtual, involving an hour or two each, biweekly or monthly. However, some issues are expected to be intensive enough to warrant personal attendance, so one meeting is proposed to involve travel for CNI senior project staff. A second meeting for similar purposes, or in-person support at a public meeting, is proposed. Messrs. Conley and Cummings will represent CNI.

2.1.3 Task 3 Site and Data Review

It is expected that a field meeting with the CMAR contractor and other stakeholders will be advisable to discuss geotechnical and related issues and observe field conditions. CNI expects to send two senior staff personnel. It will also be necessary for CNI personnel attending this or a different trip to Prescott to also transport rock core expected to be obtained by ETC, so time is allotted for sample handling by a lab technician.

CNI will assess the subsurface data including the geophysics, borings, and new test results and provide a compilation of interpreted subsurface geotechnical conditions along the

pipeline alignments, including graphical profile interpretations where supportable by the data. A memorandum will be distributed to the project team.

2.1.4 Task 4 Submittal Reviews

This task includes time for review and commentary on submittals related to rock excavation, trenching, and other rock geotechnical matters generated by the CMAR contractor. The reviews will be performed by senior CNI geotechnical staff. Work product will consist of emails or redlined pdfs.

2.1.5 Task 5 Special Provisions

It is assumed that special provisions will be produced by KHA and its other subconsultants, but CNI will provide support, including writing and commentary, for matters related to rock excavation and related impacts. For the full widening CNI will prepare a comprehensive blasting and rock reinforcement specification.

CNI has included laboratory rock mechanics testing in this Task because that testing will require a standalone memo to report the data and evaluate the results.

2.1.6 Task 6 Review Drawings

This task includes time for CNI to review construction drawings prepared by others. Like Task 5, the work will be performed by senior CNI geotechnical staff and include similar work products.

2.1.7 Tasks 7 and 8 Review Cost Estimates and Constructibility

These tasks include time for CNI to review construction cost estimates prepared by the CMAR contractor and work with the CMAR contractor to develop constructible approaches, for elements related to rock excavation and, for the full widening alternative, rock blasting. Like Tasks 5 and 6, the work will be performed by senior CNI geotechnical staff and include similar work products. Part of this work will be to refine the subsurface geotechnical interpretation.

2.2 SR 89 Full Roadway Widening Improvements

CNI's effort on the roadway widening study has focused on the roughly 5,700 linear feet

of roadway where the existing 3-lane sections (two through lanes and center turn lane) and 2-lane section pass through existing rock cuts. In this stretch the widening presents certain challenges that CNI has proposed to address by limiting the excavation and roadway footprint, exploiting the natural discontinuities and rock mass competence. The DCR identified widening to a 4-lane section as most consistent with capacity improvements that are warranted under future traffic projections. If the widening alternative is selected, it will be implemented after the effluent line improvements are complete.

If full roadway widening is chosen, CNI's Tasks 1-8 will be pursued in much the same way as described above for the minimal widening alternative, except that the level of effort for each Task is higher because of the increased work scope and project duration. Notably, the determination of the specific cut slope excavation approaches, methods and controls on blasting and drilling, public interaction, traffic control, and so on will occur through close coordination with the KHA team and the CMR contractor. CNI has budgeted to support a public meeting. For these reasons the time allocated for Scheduled Meetings, Task 2, is substantially higher than it is for the minimal widening alternative. There are also differences in the level of effort for reviewing construction documents and preparing specifications, and for the constructibility review which entails horizontal drilling and blasting for the full widening alternative.

The cost estimate for CNI's services proposed for full widening, attached as Table 2, adds three Tasks as described below. CNI's effort will add core drilling of the slopes and additional excavation characterization and support analysis, and a design geotechnical report covering that additional work, that will address approaches to excavation that balance cost efficiency with minimizing impacts to local residents, businesses, and the natural environment/corridor aesthetics.

2.2.1 Task 9 Field Exploration

In the DCR, KHA identified the location and extent of road widening at the conceptual level, based on CNI's reconnaissance-level characterization of discontinuities. CNI will identify what slopes require more detailed characterization for final design. The specific discontinuities to be exploited in cut slope excavation will be studied in the field and any changes will be recommended. CNI expects to carry out 2 to 3 diamond core drill holes on the cut slopes, and to test retrieved rock samples to support slope stability studies and give information for blasting

design. Core drilling will require lift equipment and traffic control to position the drill, personnel, and supporting equipment and supplies to carry out this work. It is expected that the work will take about a week altogether.

A placeholder cost has been inserted in Table 2 for the core drilling and associated traffic control. The drilling service provider for the full roadway widening alternative has not been chosen. CNI works with numerous specialty drilling contractors and will source that work if it is approved by KHA and the City. The placeholder cost is based on experience and judgment for similar work.

2.2.2 Task 10 Rock Excavation and Stability Analysis

CNI will assemble the geophysical and new rock core data to carry out rock slope stability analyses. All kinematic modes of slope movement will be considered, but from the geostructural pattern toppling is expected to be the mechanism of most concern for the steep slopes expected. From the geotechnical investigation CNI will identify if rock reinforcement is necessary to preclude toppling. (For example, toppling mechanisms near Pinto Creek along US 60 were arrested with rock bolts at the tops of cuts; the bolts were treated to make them visually non-intrusive.)

This Task will also include blasting calculations to determine what constraints and methods should be developed in conjunction with the CMAR contractor that are most consistent with protection of the surroundings. The horizontal blast method proposed will need to be optimized with respect to surrounding land uses. CNI would encourage an off-site test blasting demonstration before test blasting is accomplished within the site limits. If this can be arranged it will be proposed as an addition to the budget.

2.2.3 Task 11 Geotechnical Design Report

The DCR geotechnical roadway report was performed only to a conceptual level to support the DCR. It should be revised to support final design, to include the additional mapping, the core drilling, the laboratory testing, slope recommendations, and blasting precautions.

2.3 Construction Geotechnical Support *(Separate Contract, for Reference Only)*

CNI is available to support the post-design (construction phase) which would include

verifying cut slope stability, checking conformance with design provisions, reviewing blasting plans, reports, and monitoring data; providing technical support in the event of public complaints, reviewing implementation of cut slope and rock excavation plans, and re-evaluating constructibility assessments, methodologies, and procedures based on field results. CNI will evaluate the excavation processes in rock, review blasting and excavation plans, recommend local rock stabilization measures, evaluate excavation methodologies, respond to RFIs in connection with rock excavation and stabilization, and review miscellaneous submittals. These activities will be added to the Scope when appropriate.

3.0 PERSONNEL

The project will be managed by Robert Cummings, P.E., who will provide overall technical guidance and oversight, and will attend the public meetings if required. Michael Conley, P.E., will be the lead technical investigator. Field work will be performed by CNI field engineering geologists acting under Mr. Conley's direction. Other support will be provided by CNI senior technicians, draftspersons, laboratory personnel, and CNI's Technical Editor.

4.0 COST ESTIMATE

The cost estimates are presented in Tables 1 and 2 for the minimal widening and full widening alternatives, respectively. CNI works on a time-and-materials basis and reserves the right to transfer time and money among tasks as the project develops and work requirements become apparent. Estimated costs will not be exceeded without prior approval from KHA. The cost estimate does not include any foreign taxes; all foreign taxes are to be paid by KHA. Invoiced amounts will be totals payable to CNI.

5.0 PROJECT CONTROLS

Controls will be implemented to keep project delivery within budget and on schedule. While project cost and schedule updates can be provided to the client at any point during the project timeline, at a minimum CNI will provide updates on work performed at the following milestones:

- nominal 50% of the budgeted total
- nominal 90% of the budgeted total

Should CNI anticipate that the project is going to exceed the budgeted estimate, the client will be notified beforehand. Additional work beyond the budgeted amount will not be conducted unless approved by the client.

Other project controls may be necessary based on the size and scope of the project and can include the following:

- Kickoff meetings
- Gantt-chart updates
- Project forecasting
- Accrual estimates
- Hold-point meetings
- Change management systems
- Change order systems
- Regular feedback and reporting

6.0 ACCEPTANCE OF PROPOSAL

The acceptance of this proposal and services provided as outlined herein also constitutes an acceptance of CNI's insurance coverage and the limitation of our liability to that coverage, as follows:

Commercial General Liability

- Each Occurrence: $2,000,000
- General Aggregate: $4,000,000

Commercial Automobile Liability

- Combined Single Limit: $1,000,000

Excess Liability

- Each Occurrence: $3,000,000
- General Aggregate: $3,000,000

Workers' Compensation and Employer's Liability

- Each Accident: $1,000,000

Professional Liability

- Each Occurrence: $2,000,000
- General Aggregate: $2,000,000

.

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Table 1. Cost Estimate - Effluent & Wastewater Pipelines & SR89 Improvements
Geotechnical Rock Engineering Final Design (PS&E) Phase: Minimum Roadway Widening

Professional Fees	Hourly Rate	Task 1 Project Management and Coordination		Task 2 Scheduled Meetings		Task 3 Site and Data Review		Task 4 Submittal Reviews		Task 5 Special Provisons		Task 6 Review Drawings		Task 7 Review Cost Estimates		Task 8 Constructibility Review		TOTAL	
		Days	Dollars	Days	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars
D. E. Nicholas, P.E.	$ 336																		
T. M. Ryan, P.E.	$ 320																		
R. C. Barkley, P.E.	$ 273																		
R. W. Pratt, P.E.	$ 270																		
L. R. Standridge, P.E.	$ 270																		
N. A. Asbury, P.E.	$ 265																		
S. D. Cylwik, P.E.	$ 264																		
Senior Engineer/Hydro	$ 262	1.5	$3,144	3	$6,288	3	$7,860	1.5	$3,144	0.5	$1,048	0.5	$1,048	0.5	$1,048	1	$2,096	11.5	$25,676
Engineer V	$ 227																		
Engineer IV	$ 208	1	$1,664	4	$6,656	5	$10,400	1	$1,664	0.5	$832	1	$1,664	1	$1,664	1	$1,664	14.5	$26,208
Engineer III	$ 190																		
Engineer II	$ 169					2	$3,380											2	$3,380
Engineer I	$ 139																		
Engineer/Geologist	$ 112																		
Senior Technician	$ 132																		
Piezo Technician	$ 112																		
Lab Technician	$ 112					1	$1,120											1	$1,120
Drafting	$ 110																		
Technical Editor	$ 90									1	$720							1	$720
Clerical	$ 84																		
Administrative Fees (3%)	3%		$144		$388		$683		$144		$78		$81		$81		$113		$1,712
Subtotal Fees			**$4,952**		**$13,332**		**$23,443**		**$4,952**		**$2,678**		**$2,793**		**$2,793**		**$3,873**		**$58,816**
Expenses																			
Laboratory Testing							$7,192												$7,192
Expenses					$1,817		$1,216												$3,033
Traffic Control																			
Bird Seismic																			
Subtotal Expenses					**$1,817**		**$8,408**												**$10,225**
TOTALS			**$4,952**		**$15,149**		**$31,851**		**$4,952**		**$2,678**		**$2,793**		**$2,793**		**$3,873**		**$69,041**

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PS&E Laboratory Testing - SR 89 Granite Dells -- Minimal Widening

Test Type	Standard	Lab Fee	QTY	Total
Classification and Index Testing				
Moisture Content	ASTM D2216	$27		
Atterberg (Liquid & Plastic) Limits	ASTM 4318 Method A, wet prep (Default)	$253		
	ASTM 4318 Method B, dry prep	$235		
Particle Size Analysis	ASTM D6913/D7928 Wet Sieve (includes Hydrometer)	$403		
	Modified ASTM - Coarse or fine fraction only	$168		
	Bulk Sieve > 5000 grams add	$108		
Specific Gravity	ASTM D854 (- #4 fraction)	$164		
	ASTM C127 (+ #4 fraction)	$140		
	ASTM C128 (- #4 fraction)	$134		
Measured G_s for Hydrometer	ASTM D854, modified for - #10 fraction	$164		
Organic Content (OUTSIDE LAB)	ASTM D2974	$162		
Slake Durability	ASTM D4644	$289		
Standard Proctor Compaction	ASTM D698, Method A or B, 4" mold	$327		
	ASTM D698, Method C, 6" mold	$433		
Modified Proctor Compaction (w/ assumed G_s)	ASTM D1557, Method A, 4" mold	$358		
for measured Gs for Rock Correction add $110	ASTM D1557, Method B, 6" mold	$459		
Bulk Density by suspended weight		$34	6	$204
Bulk Density, modified for rock	ASTM D7263 - Method A (wax method)	$89		
Bulk Density, modified for rock	ASTM D7263 - Method B (core method)	$72		
Minimum Index Density	ASTM D4254 (0.1 cf mold)	$177		
Consolidation	ASTM D2435	$368		
- Sands and low plasticity silts	Time to consolidate per normal less than 2.5 hrs			
- High plasticity silts and clays	Time to consolidate per normal more than 2.5 hrs	$516		
Permeability				
Constant Head - granular soils - sand	ASTM D2434 - 3 inch or 4.5 inch dia permeameter	$459		
Constant Head - granular soils - gravel	ASTM D2434 - 6 inch or 9 inch dia permeameter	$845		
Constant Head - granular soils - with loading profile	Modified ASTM D2434	Quote		
Fine grained soils (>10% clay)	ASTM D5856 - 15	Quote		
Strength Testing				
Small Scale Direct Shear				
Natural Fracture or Saw Cut:	ASTM D5607, 2 points (normal traces) or less	$536		
Strain rate of 0.008 in/min	ASTM D5607, 3 or 4 points (normal traces)	$810	0	
	Additional 5th point (normal trace)	$150		
Low Plasticity Remolds & Intacts:	ASTM D3080*, 2 points (normal traces) or less	$526		
Strain rate of 0.0026 in/min to 0.008 in/min	ASTM D3080*, 3 or 4 points (normal traces)	$866		
Medium Plasticity Remolds:	Modified ASTM D3080 (ASTM withdrawn)	$1,054		
Strain rate of 0.0006 in/min to 0.0025 in/min	3-4 point strength envelope			
High Plasticity Remolds [(1)]**:**	Modified ASTM D3080	$1,793		
Strain rate of 0.0002 to 0.0005 in/min	3-4 point strength envelope			
Large Scale Direct Shear	ASTM D3080*/D5607, 2 points or less	$977		
	ASTM D3080*/D5607, 3 or 4 points (normal traces)	$1,681		
Uniaxial Compression	ASTM D2166/D7012 Method C, peak load only	$228		
	ASTM D2166/D7012 Method D, axial deformation	$256	0	
	ASTM D2166/D7012 Method D, with elastic modulii through Strain Measurement	$504	4	$2,014
	ASTM D2845 WK18764 Pulse Velocities (Unstressed)	$182	4	$728
	For PQ size core, add per sample	$109		
Brazilian Disk Tension	ASTM D3967	$126	4	$504
Point Load (standard)	ASTM D5731	$74	10	$741
Point Load (w/ controlled load rate)	ASTM D5732	$86		
Triaxial Compression	ASTM D7012 Method A, peak only	$361		
(Unconsolidated/Undrained for rock)	Residuals, per point (first point included)	$81		
	For PQ size core, add per sample	$127		
Additional Testing				
Surface Roughness Profile	--	$59		
Sulfate Soundness	ASTM D5240	Quote		
Brittleness, Abrasivity	--	Quote		$3,000
Preparation Fees		**Quote**		
Additional lab photos	per photo	$30		
Core drilling (per 6")	BQ / NQ Core	$119		
	HQ Core	$119		
Additional sample prep	per hour	$142		
			TOTAL:	$7,192

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Table 2. Cost Estimate - Effluent & Wastewater Pipelines & SR89 Roadway Improvements
Geotechnical Rock Engineering Final Design (PS&E) Phase with Full Roadway Widening

Professional Fees	Hourly Rate	Task 1 Project Management and Coordination		Task 2 Scheduled Meetings		Task 3 Site and Data Reviews		Task 4 Submittal Reviews		Task 5 Special Provisons		Task 6 Review Drawings		Task 7 Review Cost Estimates		Task 8 Constructibility Review		Task 9 Field Exploration		Task 10 Rock Ex and Stability Analysis		Task 11 Geotechnical Design Report		TOTAL	
		Days	Dollars	Days	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days*	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars
D. E. Nicholas, P.E.	$ 336																								
T. M. Ryan, P.E.	$ 330																								
R. C. Barkley, P.E.	$ 271																								
R. W. Pratt, P.E.	$ 330																								
L. R. Standridge, P.E.	$ 330																								
N. A. Asbury, P.E.	$ 275																								
S. D. Cylwik, P.E.	$ 275																								
Senior Engineer/Hydro	$ 271	2.5	$5,420	7.5	$16,260	3	$8,130	2.5	$5,420	1.5	$3,252	1.5	$3,252	1	$2,168	2	$4,336	2	$5,420	1	$2,710	2	$4,336	26.5	$60,704
Engineer V	$ 235																								
Engineer IV	$ 215	1.5	$2,580	5	$8,600	5	$10,750	3.5	$6,020	0.25	$430	2.5	$4,300	1.5	$2,580	2.5	$4,300	5	$10,750	4	$8,600	4	$6,880	34.75	$65,790
Engineer III	$ 196																								
Engineer II	$ 175																	7	$12,250	3	$5,250	4	$5,600	14	$23,100
Engineer I	$ 144																								
Engineer/Geologist	$ 126																								
Senior Technician	$ 136																								
Lab Technician	$ 118					1	$1,180											1	$1,180					2	$2,360
Drafting	$ 114																								
Technical Editor	$ 94									1	$752											2	$1,504	3	$2,256
Clerical	$ 86																	0.5	$430					0.5	$430
Administrative Fees (3%)	3%		$240		$746		$602		$343		$133		$227		$142		$259		$901		$497		$550		$4,640
Subtotal Fees			**$8,240**		**$25,606**		**$20,662**		**$11,783**		**$4,567**		**$7,779**		**$4,890**		**$8,895**		**$30,931**		**$17,057**		**$18,870**		**$159,280**
Expenses																									
Laboratory Testing																			$11,586						$11,586
Expenses					$2,836		$1,236												$3,791						$7,862
Traffic Control																			$10,000						$10,000
Core Drilling (3 holes)																			$45,000						$45,000
Subtotal Expenses					**$2,836**		**$1,236**												**$70,377**						**$74,448**
TOTALS			**$8,240**		**$28,442**		**$21,898**		**$11,783**		**$4,567**		**$7,779**		**$4,890**		**$8,895**		**$101,308**		**$17,057**		**$18,870**		**$233,728**

CALL & NICHOLAS

PS&E Laboratory Testing - SR 89 Granite Dells -- Full Widening

Test Type	Standard	Lab Fee	QTY	Total
Classification and Index Testing				
Moisture Content	ASTM D2216	$27		
Atterberg (Liquid & Plastic) Limits	ASTM 4318 Method A, wet prep (Default)	$253		
	ASTM 4318 Method B, dry prep	$235		
Particle Size Analysis	ASTM D6913/D7928 Wet Sieve (includes Hydrometer)	$403		
	Modified ASTM - Coarse or fine fraction only	$168		
	Bulk Sieve > 5000 grams add	$108		
Specific Gravity	ASTM D854 (- #4 fraction)	$164		
	ASTM C127 (+ #4 fraction)	$140		
	ASTM C128 (- #4 fraction)	$134		
Measured G_s for Hydrometer	ASTM D854, modified for - #10 fraction	$164		
Organic Content (OUTSIDE LAB)	ASTM D2974	$162		
Slake Durability	ASTM D4644	$289		
Standard Proctor Compaction	ASTM D698, Method A or B, 4" mold	$327		
	ASTM D698, Method C, 6" mold	$433		
Modified Proctor Compaction (w/ assumed G_s)	ASTM D1557, Method A, 4" mold	$358		
for measured Gs for Rock Correction add $110	ASTM D1557, Method B, 6" mold	$459		
Bulk Density by suspended weight		$34		
Bulk Density, modified for rock	ASTM D7263 - Method A (wax method)	$89		
Bulk Density, modified for rock	ASTM D7263 - Method B (core method)	$72	6	$432
Minimum Index Density	ASTM D4254 (0.1 cf mold)	$177		
Consolidation	ASTM D2435	$368		
- Sands and low plasticity silts	Time to consolidate per normal less than 2.5 hrs			
- High plasticity silts and clays	Time to consolidate per normal more than 2.5 hrs	$516		
Permeability				
Constant Head - granular soils - sand	ASTM D2434 - 3 inch or 4.5 inch dia permeameter	$459		
Constant Head - granular soils - gravel	ASTM D2434 - 6 inch or 9 inch dia permeameter	$845		
Constant Head - granular soils - with loading profile	Modified ASTM D2434	Quote		
Fine grained soils (>10% clay)	ASTM D5856 - 15	Quote		
Strength Testing				
Small Scale Direct Shear				
Natural Fracture or Saw Cut:	ASTM D5607, 2 points (normal traces) or less	$536		
Strain rate of 0.008 in/min	ASTM D5607, 3 or 4 points (normal traces)	$810	3	$2,429
	Additional 5th point (normal trace)	$150		
Low Plasticity Remolds & Intacts:	ASTM D3080*, 2 points (normal traces) or less	$526		
Strain rate of 0.0026 in/min to 0.008 in/min	ASTM D3080*, 3 or 4 points (normal traces)	$866		
Medium Plasticity Remolds:	Modified ASTM D3080 (ASTM withdrawn)	$1,054		
Strain rate of 0.0006 in/min to 0.0025 in/min	3-4 point strength envelope			
High Plasticity Remolds [(1)]**:**	Modified ASTM D3080	$1,793		
Strain rate of 0.0002 to 0.0005 in/min	3-4 point strength envelope			
Large Scale Direct Shear	ASTM D3080*/D5607, 2 points or less	$977		
	ASTM D3080*/D5607, 3 or 4 points (normal traces)	$1,681		
Uniaxial Compression	ASTM D2166/D7012 Method C, peak load only	$228	6	$1,367
	ASTM D2166/D7012 Method D, axial deformation	$256		
	ASTM D2166/D7012 Method D, with elastic modulii through Strain Measurement	$504	4	$2,014
	ASTM D2845 WK18764 Pulse Velocities (Unstressed)	$182	4	$728
	For PQ size core, add per sample	$109		
Brazilian Disk Tension	ASTM D3967	$126	4	$504
Point Load (standard)	ASTM D5731	$74	15	$1,112
Point Load (w/ controlled load rate)	ASTM D5732	$86		
Triaxial Compression	ASTM D7012 Method A, peak only	$361		
(Unconsolidated/Undrained for rock)	Residuals, per point (first point included)	$81		
	For PQ size core, add per sample	$127		
Additional Testing				
Surface Roughness Profile	--	$59		
Sulfate Soundness	ASTM D5240	Quote		
Brittleness, Abrasivity	--	Quote		$3,000
Preparation Fees		**Quote**		
Additional lab photos	per photo	$30		
Core drilling (per 6")	BQ / NQ Core	$119		
	HQ Core	$119		
Additional sample prep	per hour	$142		
			TOTAL:	$11,586

July 31, 2025

Mr. Andrew Baird, P.E.
Kimley-Horn
101 West Goodwin Street, Suite 303
Prescott, Arizona 86303

Re: Effluent & Wastewater Pipelines & SR89 Improvements: Final Design Phase – Scope of Work and Cost Estimate for Public Involvement Services

Mr. Baird:

Beta Public Relations (BetaPr) respectfully submits this scope of work and cost estimate for Public Involvement Services for the City of Prescott's Effluent & Wastewater Pipelines & SR89 Improvements: Final Design Phase. The project consists of public outreach and involvement efforts to educate, involve, notify and obtain feedback from local stakeholders and the Prescott Community related to the final design of this project.

Due to the high-profile nature of this project, public involvement is critical for gathering data, managing perception and shaping the final design of the project. We have developed a comprehensive approach to public outreach for the Prescott Community. Outlined below are the tasks associated with the project. If necessary, we can adjust any task you see below. Note that only tasks or direct expenses undertaken will be billed.

Project Task	Estimated Cost
Task 1 – Project Notification Flier Design and Production BetaPr will design and produce up to four (4) project notification fliers for distribution. The fliers will be designed to provide updates on the project, invite stakeholders to the neighborhood and public meetings, and highlight avenues to obtain additional project information and stay informed throughout final design.	$3,200.00
Task 2 – Project Notification Flier Mailing and Distribution The fliers can be mailed to stakeholders who live directly along the project corridor, or bulk mailed to saturate further areas. In addition to this distribution, the fliers can be available at City Hall, Public Works office and the Prescott Library for stakeholders around the City to obtain.	$800.00
Task 3 – Newspaper Advertisement Design and Publication To reach a broader audience, BetaPr will design and publish four (4) newspaper advertisements in each of the *Daily Courier, Prescott Valley Tribune and Chino Valley Review,* totaling 12 newspaper advertisements in total. The newspaper advertisements will be designed to mirror the project notification fliers.	$1,600.00
Task 4 – Press Releases and Social Media Support BetaPr will develop press releases and social media campaigns throughout the design phase to provide information about the status of the project, invite stakeholders to meetings and provide milestone updates. BetaPr will coordinate with the City Manager's Office to disseminate all media releases through internal City social media and communications channels, and will leverage their media contacts for mass coverage.	$1,500.00

Task 5 – Virtual Meeting Room Maintenance BetaPr will maintain the existing Virtual Meeting Room. The meeting room can be populated with project information, displays, maps, videos, educational elements and other project-specific materials. The meeting room allows stakeholders to obtain pertinent project information, interact with project displays, view videos, provide feedback, share contact information for future communication and learn more about the project as long as they have access to a computer or mobile device with internet access.	$12,000.00
Task 6 – Project Email Address Maintenance BetaPr will maintain the existing project email address throughout the final design phase. Emails will be documented and answered during the course of the design phase with all issues/questions directed immediately to the project team for resolution if necessary.	$4,000.00
Task 7 – Public Comments Log A Public Comments Log documenting all project emails received and the resolution of those inquiries will be provided to the project team as part of the Public Relations Updates highlighted in Task 8.	$1,300.00
Task 8 – Public Relations Updates and Project Team Meetings BetaPr will attend project team meetings and produce Public Relations Updates as needed throughout the design phase. Public Relations Updates will provide analytics from the Virtual Meeting Room and project website, highlight any public outreach tasks planned or completed, and highlight public comments and media updates. Project team meetings can be attended in-person or virtually, depending on what is feasible.	$4,000.00
Task 9 – eNews Releases and Database Development The main vehicle for disseminating project information will be the eNewsletter, or eNews. eNews will be distributed electronically to interested parties, businesses, stakeholders and the media on an as-needed basis to alert the community of survey operations, provide project updates, highlight engagement opportunities and invite stakeholders to attend the public meetings. The existing project database generated from the pre-design and DCR phases (465 current contacts) will continue to be updated to include any new interested party contacts for future eNews communications.	$7,000.00
Task 10 – Project Website Maintenance The pre-existing project website *(www.sr89improvements.com)* will continue to be maintained and populated with project-specific information, a link to the Virtual Meeting Room, digital engagement opportunities, an eNews sign-up form, and additional resources to help stakeholders understand the project.	$5,000.00

Task 11 – Facilitate Public and Neighborhood Meetings BetaPr will facilitate two public meetings and one neighborhood specific meeting to present the project design to stakeholders. One meeting will be designed specifically for residents who live directly within the project corridor, with two meetings geared towards the entire Prescott community. The meetings will include sign-in sheets, comment forms and project displays to help stakeholders visualize the improvements. Facilitation includes acquiring a venue, producing meeting materials/displays, assisting with presentations, and meeting set-up and take-down. A comprehensive public meeting summary will be created and provided to the team compiling all comments and input received at each meeting.	$7,500.00
Task 12 – Education Campaign BetaPr will undertake a series of educational campaigns as part of the design phase. Educational campaigns will inform stakeholders on various project elements and how they are designed to allow a greater understanding of the project. The campaigns can educate the community on topics such as: rock removal techniques, how a traffic study is performed, effluent and wastewater infrastructure and more. These campaigns will be a combination of digital assets (FAQ's, press releases, etc.) and video creations featuring project team members explaining/performing the work. These campaigns are designed to educate the community, so they understand the tasks the Project Team is undertaking. Additionally, they will help to visualize and humanize our project and team.	$3,000.00
Task 13 – Miscellaneous Graphic Design Services BetaPr will provide graphic design services to create any project maps, displays, stakeholder meetings materials, FAQs, graphics or educational materials needed for this project.	$2,000.00
Total Estimated Labor Expenses	**$52,900.00**

Direct Expenses	Estimated Cost
Notification Flier Printing – 10,000 pieces* x $0.50 per piece (2,500 per notification flier) ** Includes mailings and copies to be displayed in City facilities.*	$5,000.00
Postage – 8,000 pieces* x $0.73 per piece (2,000 per notification flier) ** Includes direct and bulk mail postage as directed by the project team.*	$5,840.00
Newspaper advertising fee – 12 publication runs in the *Daily Courier, Prescott Valley Tribune and Chino Valley Review*	$6,000.00
Public Meeting Display Printing – Ten 24" x 36" Displays Printed	$1,500.00
Digital Marketing Suite* – $90.00 per month x 12 months ** Digital Marketing Suite includes website, email address and eNewsletter service.*	$1,080.00
Total Estimated Direct Expenses	**$19,420.00**

Total Estimated Project Cost **$72,320.00**

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with Kimley-Horn to provide effective public involvement support throughout the final design phase of the Effluent & Wastewater Pipelines & SR89 Improvements.

Sincerely,

Conner Cassens
Vice President/Sr. Project Manager
BetaPr

ENGINEERING & TESTING CONSULTANTS, INC.
❖417 N. Arizona Street ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: *8/13/2025*

Client: ***Kimley-Horn***

Client Address: ***101 W. Goodwin Street, STE 303***
Prescott, AZ 86303

Phone: ***c: (602) 620-3785***

Email: ***Andrew.Baird@Kimley-Horn.com***

Authorized Representative or Person to Contact: ***Andrew Baird, P.E.***

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:

EFFLUENT & WASTEWATER PIPELINES & SR89 IMPROVEMENTS - PRESCOTT: ETC will perform thirty (30) additional borings at locations provided to us to a depth of 9.5 feet, or to auger refusal.

We anticipate attending at least two meetings before and/or after completion of the fieldwork. ETC will coordinate utility location services for all borings. We understand all borings are to be performed at night, so rates for nights and weekends has been included.

A revised final report will be prepared with the results of all forty (40) borings, laboratory test results, discussion of subsurface conditions encountered, and will provide recommendations for site grading/earthwork, utility backfill, and pavement structural sections.

The Geotechnical Engineering report will be provided for a lump sum fee as shown below. Any other requested 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: $ *28,900.00*

SCHEDULE: Start Date: Upon receipt of signed contract Completion Date: Approx. 5-6 weeks after field work

Any schedule stated herein is specifically subject to the conditions and agreements set forth on the following pages hereof.

Client _____

By _____

Date _____

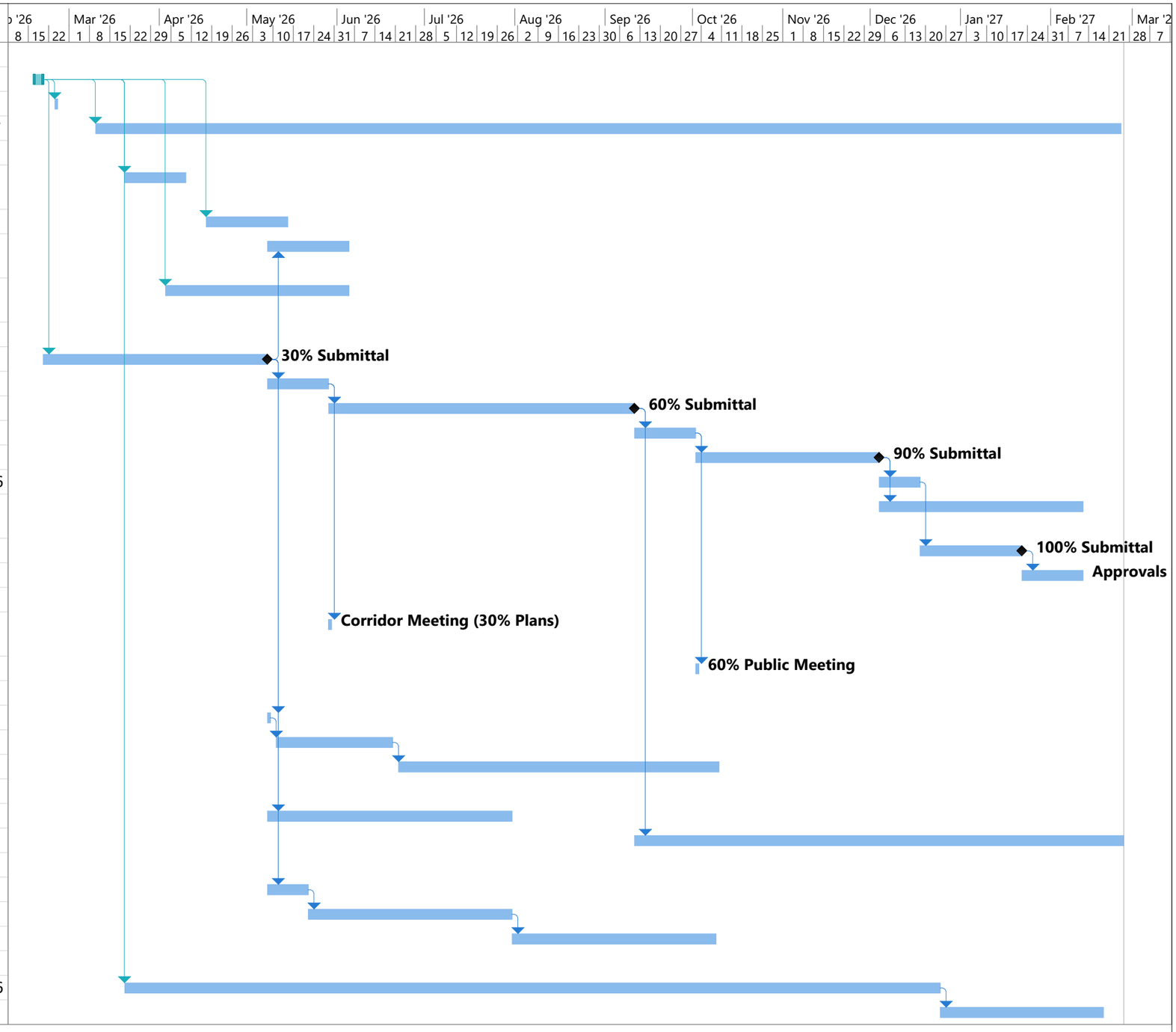
ENGINEERING & TESTING CONSULTANTS

By Rick Kerr
Authorized Representative

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona St., Prescott, AZ 86301

Appendix B
Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Management**			
2		Council Award/NTP	3 days	Tue 2/17/26	Thu 2/19/26
3		Kick Off Meeting	1 day	Tue 2/24/26	Tue 2/24/26
4		Project Management	252 days	Tue 3/10/26	Wed 2/24/27
5		**Field/Data Collection**			
6		Supplemental Data Collection	15 days	Fri 3/20/26	Thu 4/9/26
7		Supplemental Survey	20 days	Fri 4/17/26	Thu 5/14/26
8		Utility Designating/Potholing	20 days	Fri 5/8/26	Thu 6/4/26
9		Geotechnical Investigation/Report	45 days	Fri 4/3/26	Thu 6/4/26
10		**Design**			
11		30% Submittal	55 days	Fri 2/20/26	Thu 5/7/26
12		Agency Review	15 days	Fri 5/8/26	Thu 5/28/26
13		60% Submittal	75 days	Fri 5/29/26	Thu 9/10/26
14		Agency Review	15 days	Fri 9/11/26	Thu 10/1/26
15		90% Submittal	45 days	Fri 10/2/26	Thu 12/3/26
16		Agency Review	10 days	Fri 12/4/26	Thu 12/17/26
17		ADEQ Review (Effluent / WW Line)	50 days	Fri 12/4/26	Thu 2/11/27
18		100% Submittal	25 days	Fri 12/18/26	Thu 1/21/27
19		Approvals	15 days	Fri 1/22/27	Thu 2/11/27
20		**Outreach**			
21		Corridor Meeting (30% Plans)	1 day	Fri 5/29/26	Fri 5/29/26
22		60% Public Meeting	1 day	Fri 10/2/26	Fri 10/2/26
23		**Land / Right of Way**			
24		TCE / ROW Needs	1 day	Fri 5/8/26	Fri 5/8/26
25		Legals/Exhibits	30 days	Mon 5/11/26	Fri 6/19/26
26		Acquisition	80 days	Mon 6/22/26	Fri 10/9/26
27		**Drainage/Environmental**			
28		Biological/Cultural	60 days	Fri 5/8/26	Thu 7/30/26
29		No-Rise/CLOMR	120 days	Fri 9/11/26	Thu 2/25/27
30		**Utility Coordination**			
31		Conflict Identification	10 days	Fri 5/8/26	Thu 5/21/26
32		Utility Relocation Design	50 days	Fri 5/22/26	Thu 7/30/26
33		Utility Relocation	50 days	Fri 7/31/26	Thu 10/8/26
34		**CMAR**			
35		Pre Construction	200 days	Fri 3/20/26	Thu 12/24/26
36		GMP	40 days	Fri 12/25/26	Thu 2/18/27



Project: Glassford Schedule
Date: Mon 2/2/26

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone

Kimley»Horn

February 2, 2026

Scott D. Balck
Capital Projects Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

Re: **Scope for Professional Consulting Services: CIP #2110-001- Effluent & Wastewater Pipelines & SR 89 Improvements Alternative 2C – Design Phase Services**

Dear Mr. Balck:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope to the City of Prescott (City) to provide preliminary/final design, and construction documents for the Effluent & Wastewater Pipeline & SR89 Alternative 2C improvements. This scope of services is presented by Kimley-Horn at the request of the City.

PROJECT UNDERSTANDING

State Route 89 is both a major corridor for traffic and wastewater centralization. The goal of this project is to complete a key section of the centralization project and identify, design and construct necessary roadway improvements to address safety and operations through the corridor.

Alternative 2C roadway components consist of reconstruction of the existing roadway with no widening along with the following safety improvements:

- Turnaround near Twisted Trail
- Taper extension southbound at Phippen Trail Roundabout
- Left-In-Left-Out (LILO) at Canyon View Drive
- Frontage road and access consolidation between Canyon View Drive and Willow Lake Road Roundabout
- Sight visibility improvements
- Right-in-right-out only conditions throughout the corridor
- Convert Old SR89A Loop Road to one way
- Acceleration Lanes at Old SR 89 and Lillian Lane

Scope of Services

Following the Project Scoping Report dated March 1, 2024 along with supplemental items discussed with City staff our team offers the following services: Project Management, Final Design, Construction Documents, and subconsultant services including: Effluent and Wastewater Design/Modeling, Subsurface Utility Engineering, Geotechnical Engineering and Public Outreach.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Kimley Horn will provide Project Management and Coordination through the duration of the design phase of the project. This includes the following:

- Project Meetings. The following meetings are anticipated:
  - Project Kick Off Meeting
  - Stakeholder/Public Meetings (3)
  - Progress and Comment Resolution Meetings (4)
  - Bi-Monthly Project Meetings (24)
  - Internal Team Meetings (24)
  - Utility Coordination Assistance
  - Council Presentations (2)
- Project Site Visit and Site Walk
- Regular coordination with the project team.

Kimley-Horn will develop a detailed project schedule outlining major tasks and preliminary submittal dates with City review time, as part of this scope and regular project schedule update highlighting any changes to the approved project schedule.

QA/QC throughout duration of project.

Regular coordination with the project team.

Kimley Horn will assist the City during the GMP negotiations. This includes responses to questions, quantity reconciliation and GMP review.

Sections from City Scoping Report:

1 – Project Kick Off
2 – Design Schedule
9 – Utility Research and Coordination
16 – Pre-Final (90%) Design Meeting
17 – Final Concept Stakeholder/Public Meeting
21 – Monthly Progress Meetings

TASK 2: FINAL CONSTRUCTION DOCUMENTS

Kimley Horn will use the Maricopa Association of Governments (MAG) standard specifications and the City supplement to MAG specifications. Kimley-Horn will prepare special provisions for work that would be required outside of the city and MAG standard specifications. Design Plans shall be in accordance with the City General Engineering Standards (Dated 7/16).

Kimley Horn will produce Construction Documents that will include the followings sheets (by discipline):

2.1 - Roadway Design

Kimley-Horn will provide roadway design along SR89 from the Willow Lake Road Roundabout through the Phippen Trail Roundabout.

Kimley-Horn will establish a roadway construction centerline based on the existing right of way mapping and stationing.

Kimley-Horn will prepare roadway plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

Kimley Horn will produce Construction Documents that will include the followings sheets:

- Cover Sheet (1)
- Legend & Notes Sheet (4)
- Typical Section Sheets (2)
- Detail Sheets (8)
- Geometric Control Sheets (2)
- Demolition Sheets (16)
- Roadway Plan and Profile Sheets (62)
- Intersection Staking Sheets (4)
- Erosion Control Sheets (20)
- Cross Section Sheets (20)
- Driveway Crossroads/Grading (12)

Kimley-Horn will prepare a 3D proposed roadway surface in AutoCAD Civil 3D and develop cut and fill lines as well as earthwork quantities.

Kimley-Horn will prepare a Roadway Design Report with the 60% Design Plans.

2.2 - Drainage Design

Kimley-Horn will evaluate the existing drainage conditions and update recommended improvements to the system (flow, velocity and capacity). Kimley-Horn will evaluate the peak discharges reaching the drainage systems along SR89. Curb and roadside ditch capacity may require additional underground storm drain to meet City requirements. The post-project analysis will be compared to the pre-project condition. No offsite drainage analysis will be completed for outside the project limits.

Kimley-Horn will prepare storm drain plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Storm Drain Plan & Profile sheets (12)
- Lateral Profile sheets (2)

A Final Drainage Report will be submitted with the Final 90% deliverable.

2.3 - Signing/Pavement Marking & Lighting

Kimley-Horn will prepare signing and pavement marking plans along SR89 from the Willow Lake Road Roundabout through the Phippen Trail Roundabout. It is assumed the signing and pavement marking design will be in accordance with MUTCD and MAG standards.

Kimley-Horn will provide dark sky compliant lighting and photometric plans for the roundabouts.

Kimley-Horn will prepare signing and marking plans at a 40-scale. The following sheet list is anticipated for the final construction documents:

- Signing and Marking General Notes Sheet (1)
- Signing and Marking Plan Sheets (16)
- Lighting and Photometric Plans (12)

It is anticipated that this project would be constructed in several different phases.

2.4 - Structures Design

Kimley-Horn will prepare final plans and calculations for the SR89 roadway improvements retaining walls that are determined to be needed to accommodate the proposed grading. The plans will include typical sections and typical details necessary for the construction of the retaining walls as well as full plan and elevation details of each wall. It is assumed all the retaining walls will be either CMU or concrete cantilever wall on concrete footings. This scope includes up to 740 linear feet of wall with an average height of 8-feet and a maximum retaining wall height of 12-feet. Designs for the retaining walls will be based on AASHTO LRFD Bridge Design Specifications, 8th Edition (2017) with interims. The soil values will be based on the Geotechnical report for the project.

Kimley-Horn will prepare retaining wall plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Retaining Wall General Notes and Detail Sheet (1)
- Retaining Wall Plan and Elevation Sheets (3)

2.5 - Landscape and Landscape Irrigation Restoration

Kimley-Horn will visit the site to inventory and locate existing conditions including:

- Plant Material
- Site furnishings

Kimley-Horn will gather information at all tie in points where this project meets existing conditions. We will meet with City staff including maintenance department to understand current standards, goals, and desired equipment.

Kimley-Horn will prepare landscape plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Planting and site furnishings notes and details sheets (2)
- Planting Plans using City and ADWR approved plant list (6)

2.6 - Environmental Review

This task assumes that the environmental review area is the existing City right-of-way (ROW) on SR 89 from milepost (MP) 316.16 (Willow Lake Road) to 318.48 (Phippen Trail) with the exception of a proposed ~18 acre staging area at Willow Lake Road. The project does not include federal funding or federal lands and funding will be local. Kimley-Horn will prepare the following environmental studies.

Biological Evaluation

Kimley-Horn will prepare a Biological Evaluation (BE) for the project area. Kimley-Horn will obtain and review an Official Species List for the project area from the U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Consultation (IPaC) system to determine if threatened, endangered, proposed, and/or candidate species may occur in the project vicinity. The Arizona Game and Fish Department (AGFD) on-line environmental review tool (OERT) report will be obtained to determine special status species are known to occur in the project

vicinity. Kimley-Horn's biologists will conduct one site visit to document site characteristics with ground photography. An analysis of effects, determination of effects and USFWS/Agency consultation requirements will be documented in the BE. State sensitive species, noxious and invasive species, and the Migratory Bird Treaty Act, and any required mitigation measures will be discussed (as applicable). Kimley-Horn will assess potential impacts to listed species and make recommendations for future surveys/detailed assessments/mitigation measures (if applicable). Kimley-Horn will submit the draft BE to the Client for review and one (1) round of comments. Kimley-Horn will finalize the BE based on the Client's comments.

Clean Water Act (CWA) Memorandum

Based on the current definition of Waters of the U.S. (WOTUS), the aquatic features within the project limits would not qualify as (WOTUS) as they appear to be non-relatively permanent waters (non-RPWs). Kimley-Horn will identify boundaries of these aquatic features based on aerial interpretation, U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) - Strahler Stream Order, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) dataset, and U.S. Environmental Protection Agency (EPA) Waters GeoViewer. Aquatic features will be spot checked in the field to confirm the desktop review results. Representative ground photographs will be taken. Kimley-Horn will prepare supporting documentation addressing methodology and results of the evaluation and will include the following:

- CWA Memorandum
- Desktop Aquatic Features and Delineation Map
- USGS National Hydrography Dataset Strahler Stream Order Map, as applicable
- Antecedent Precipitation Tool
- Streamflow Duration Assessment Method (SDAM) (one SDAM for all aquatic features)
- Ground Photographs

Kimley-Horn will submit the draft CWA Memorandum to the Client for review and one (1) round of comments. Kimley-Horn will finalize the CWA Memorandum based on the Client's comments. If requested by the Client, this documentation will be submitted to the U.S. Army Corps of Engineers (Corps) for concurrence. We anticipate the Corps' response (if they respond) will be via email concurring that aquatic features onsite are non-RPWs and/or excluded features and therefore not WOTUS. The Corps will not prepare an Approved Jurisdictional Determination (AJD) and this submittal will not be sufficient for review as a request for an AJD.

Cultural Resources

Kimley-Horn will conduct a Class I records review and a Class III survey of the project area. Based upon a review of the Arizona State Museum's (ASM) online AZSITE database, the project area was last surveyed more than 15 years ago.

Kimley-Horn will examine records in the ADOT Historic Preservation Team (HPT) Portal and the ASM online AZSITE database and records housed at ASM's Archaeological Record's Office (ARO) to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within and adjacent to the project area. The National Register Information System database also will be checked for National Register of Historic Places (NRHP)-listed properties within or adjacent to the project area. Following completion of the literature review, Kimley-Horn will conduct a Class III cultural resource survey of the project area.

Kimley-Horn will prepare a report that includes the results of the literature review and fieldwork. Kimley-Horn will submit the draft Class III report to the Client for review and one (1) round of comments. Kimley-Horn will finalize the Class III report based on the Client's comments. This scope assumes that no more than 6 cultural resources will be identified during the survey. If additional sites are found a change order will be required.

2.7 - Project Estimate and Specifications

Kimley-Horn will provide Special Provisions and Opinion of Probable Cost at each milestone submittal.

Kimley Horn will prepare a 30%, 60%, 90% and 100% submittal. At each submittal, Kimley Horn will provide the following documents to the City electronically.

- Plan Set
- Engineer's Opinion of Probable Cost
- Special Provisions

Upon plan approval by the city, Kimley-Horn will provide the following 'bid-ready' documents:

- Sealed Plan Set
- Sealed Engineer's Opinion of Probable Cost
- Sealed Special Provisions with Geotechnical Report as an Appendix
- Sealed Design Report
- Electronic Versions of Files (Autocad, PDF, Word and Excel)

Design Deliverables of the Project Scoping Report

11 – Preparation of (30%) Design
12 – Preparation of (60%) Design
13 – Preparation of Draft-Final (90%) Plans, Specifications, and Estimate for Submittal to City and Utility Companies
15 – Preparation of Easement Legal Descriptions and Map/Drawings
18 – Preparation of Final (100%) Plans, Specifications, Design Reports, Bid Schedule and Engineers Estimate

TASK 3: SUBCONSULTANT TASKS
SUBCONSULTANT SERVICES

3.1 – EFFLUENT & WASTEWATER PIPELINE DESIGN (LYON)

Lyon Engineering and Surveying Inc. will provide preliminary and final design for the effluent and Wastewater mains through the SR89 corridor. This task also includes coordinating with the utility companies, coordinating the SUE investigation, and performing any supplemental topographic surveying. **See Full Scope of Services included in Appendix A.**

3.2 – UTILITY DESIGNATING (T2)

T2 Utility Engineers will provide utility designating throughout the project site. This task includes surveying the pothole locations and depths. Potholing is included as an allowance. **See Full Scope of Services included in Appendix A.**

3.3 – GEOTECHNICAL ENGINEERING (CNI)

Call and Nicholas, Inc. will provide subsurface and field support services. These services will continue to support the design efforts planning the excavation and rock removal necessary for the utility and roadway improvements through the corridor. **See Full Scope of Services included in Appendix A.**

3.4 – PUBLIC OUTREACH (BETA PR)

Beta PR will provide public outreach, public meeting services for the meetings to be advertised and held at the 30% and 60% design phases, and maintenance of the project website and email. **See Full Scope of Services included in Appendix A.**

3.5 – GEOTECHNICAL ENGINEERING (ETC)

Engineering & Testing Consultants, Inc will provide additional borings and laboratory tests on the subsurface soil. A final geotechnical report will be prepared based on the results of all borings and laboratory test results. **See Full Scope of Services included in Appendix A.**

TASK 4: ALLOWANCES

4.1 – GENERAL ALLOWANCES

Allowances are included for potential unknown tasks that may be required subsequent to commencement of the Final Design. Work will not start or be billed until authorized by the City Project Manager.

4.2 – POTHOLING ALLOWANCE

Allowance includes up to 100 potholes to be confirmed at the 30% Design Phase.

EXCLUSIONS

The following items/services are not included in this scope of work and fee proposal. If these items/services are determined to be required, a separate agreement by contract amendment or new contract shall be coordinated between the City of Prescott and Kimley-Horn.

- Construction Administration

LIMITATIONS ON COST ESTIMATING

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

SCHEDULE

The Milestone Dates listed below are preliminary and subject to change. Kimley-Horn will make every effort to meet the schedule agreed upon with the Client.

Milestone	Date
Project Notice to Proceed	February 2026
30% Design	May 2026
60% Design	September 2026
90% Design	December 2026
100% Plans, Specs, Estimates Complete	January 2027

See Appendix B for a detailed schedule.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 thru 3 for the total lump sum labor fee below. All permitting, application and similar project fees will be paid directly by the City.

Task 1 Project Management/Coordination	$251,530
Task 2 Final Construction Documents	$752,590
Task 3 Subconsultant Services	$721,011
Total Lump Sum Labor Fee	$1,725,131
Direct Expenses	$8,000
Total Lump Sum Fee	**$1,733,131**
Allowances	$300,000
Total Including Allowances	**$2,033,131**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Andrew Baird, PE
Project Manager

David Leistiko, P.E.
Senior Vice President

CIP #2110-001 - Effluent & Wastewater Pipeline
& SR 89 Improvements Design Phase - Alternative 2C

Kimley»Horn

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS		BILLING RATE/HOUR	TOTAL
Senior Project Manager	-	$	250.00	$ -
Project Manager	844	$	235.00	$ 198,340
Sr. Project Engr	856	$	215.00	$ 184,040
Project Engr	904	$	195.00	$ 176,280
Engr/Designer	1,168	$	170.00	$ 198,560
Technician/Drafter	1,646	$	150.00	$ 246,900
Administrative	-	$	125.00	$ -
	5,418	Hours		
			Subtotal Kimley-Horn Design Base Fee	$ 1,004,120

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm		Cost	Compensation Method
Lyon - Topo Survey	$	456,630	
T2 - SUE	$	94,120	
CNI - Geotechnical	$	69,041	
Beta PR - Public Outreach	$	72,320	
ETC - Geotechnical	$	28,900	
		Subtotal Estimated Outside Services	$ 721,011

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	$	1,500	
Agency Review Fees	$	6,500	
		Subtotal Estimated Expenses	$ 8,000

ALLOWANCES

General Allowances	$	200,000	
Additional Potholing	$	100,000	
		Subtotal Allowances	$ 300,000

TOTAL PROJECT COST **$ 2,033,131**

Consultant Firm Signature

2/2/26

Date

City of Prescott
CIP #2110-001 - Effluent Wastewater Pipeline
SR 89 Improvements Design Phase - Alternative 2C

Fee Proposal

			PM	Sr. Engr.	PE/Prof	Engr/Design	Tech	Admin	Totals
TASK DESCRIPTION	**Sheets**	**SUBTOTAL**	**$ 235.00**	**$ 215.00**	**$ 195.00**	**$ 170.00**	**$ 150.00**	**$ 125.00**	
1. Project Management/Coordination		**$ 251,530.00**	**464**	**296**	**202**	**128**	**118**	**-**	**1,208**
Project Kick off Meeting		$ 1,800.00	4	4					8
Stakeholder/Public Meetings (3 Mtgs)		$ 19,500.00	30	30			40		100
Project Schedule		$ 2,660.00	8		4				12
QA/QC		$ 29,700.00	20	80	40				140
Subconsultant Plan Review/Coordination		$ 12,900.00	30		30				60
Project Site Walk		$ 3,170.00	8	6					14
Comment Resolution Meetings (3 Mtgs)		$ 5,520.00	10	10		6			26
Develop Pothole List & Coordination		$ 2,750.00	2		4		10		16
Bi Monthliy Project Meetings		$ 20,640.00	48		48				96
Internal Team Meetings (24 Total)		$ 36,960.00	48	48		48	48		192
General Coordination		$ 35,040.00	96		64				160
CMAR Coordination		$ 22,700.00	60	40					100
Utiliyt Coordination Assistance		$ 5,560.00		4		10	20		34
Council Presentations (Assume 2)		$ 9,670.00	12	2	12	24			50
Design Team Coordination		$ 15,850.00	40	30					70
CMAR Coordination		$ 9,510.00	24	18					42
Attend the Pre-Construction Meeting		$ 1,800.00	4	4					8
Review GMP		$ 15,800.00	20	20		40			80
2. Final Construction Documents (30%, 60%, 90%, 100%)	**219**	**$ 752,590.00**	**380**	**560**	**702**	**1,040**	**1,528**	**-**	**4,210**
2.1 Roadway Design	**161**	**$ 435,860.00**	**186**	**216**	**398**	**730**	**960**	**-**	**2,490**
Cover Sheet	1	$ 2,310.00		2		4	8		14
Legend & Notes Sheet	4	$ 3,030.00		2		10	6		18
Typical Sections Sheets	2	$ 5,450.00		4	10	12	4		30
Miscelleneous Details Sheets	8	$ 6,870.00		2	12	10	16		40
Geometric Control Sheet	2	$ 7,950.00	4	6		16	20		46
Paving Plan & Profile Sheets	62	$ 271,600.00	100	120	260	480	600		1560
Roundabout Sheets	0	$ -	0	0	0	0	0		0
Demolition Sheets	16	$ 10,430.00	2	8		22	30		62
Intersection Sheets	4	$ 14,680.00	8	12	20	16	24		80
Driveway / Crossroad Grading	12	$ 16,920.00	24			24	48		96
Erosion Control Sheets	30	$ 30,540.00	12	24		48	96		180
Cross Sections	20	$ 31,200.00	24		48		108		180
3D Model & Earthwork		$ 22,760.00	4	20	48	48			120
Roundabout Design Report		$ -	0	0	0				0
Roadway Design Report		$ 12,120.00	8	16		40			64
2.2 Drainage Design	**6**	**$ 57,900.00**	**26**	**44**	**66**	**78**	**108**	**-**	**322**
Hydrology & Hydraulics		$ 13,790.00	4	10	20	40			74
Drainage Report		$ 15,990.00	8	14	20		48		90
Storm Drain Plan and Profile	2	$ 13,460.00	6	10	12	18	30		76
Box Culvert Plans	2	$ -							0
Lateral Profile Sheets	2	$ 14,660.00	8	10	14	20	30		82
CLOMR/No Rise Analysis		$ -							0
2.3 Signing/Pavement Marking	**32**	**$ 83,460.00**	**48**	**72**	**72**	**108**	**162**	**-**	**462**
Legend & Notes Sheet	2	$ 4,200.00	6	6			10		22
Signing and Marking Sheets	16	$ 45,300.00	24	36	48	48	96		252
Signing and Marking Details	2	$ 5,940.00	6	6		12	8		32
Lighting and Photometric Plans	12	$ 28,020.00	12	24	24	48	48		

City of Prescott
CIP #2110-001 - Effluent Wastewater Pipeline
SR 89 Improvements Design Phase - Alternative 2C

Fee Proposal

TASK DESCRIPTION	Sheets	SUBTOTAL	PM $ 235.00	Sr. Engr. $ 215.00	PE/Prof $ 195.00	Engr/Design $ 170.00	Tech $ 150.00	Admin $ 125.00	Totals
2.4 Structures Design	**3**	**$ 57,920.00**	**38**	**98**	**64**	**52**	**44**	**-**	**296**
Wall Design/Calculations/Reports		$ 22,580.00	12	24	40	40			116
Coordination with Geotechnical Engineer		$ 5,440.00	14	10					24
Wall Plans and Details	3	$ 18,300.00	12	24	24	12	24		96
Geotechnical Coordination		$ 11,600.00		40			20		
2.5 Landscaping/Irrigation	**17**	**$ 24,620.00**	**24**	**20**	**12**	**32**	**46**	**-**	**134**
Legend & Notes Sheet	1	$ 2,530.00	2	4			8		14
Landscaping Sheets	12	$ 18,500.00	20	12	12	24	32		100
Landscaping Details	4	$ 3,590.00	2	4		8	6		20
2.6 Environmetal Review		**$ 49,360.00**	**28**	**42**	**50**	**-**	**160**	**-**	**280**
Biological Evaluation		$ 11,360.00	10	14			40		64
Clean Water Act Memorandum		$ 14,190.00	12	18			50		80
Cultural Class III		$ 23,810.00	6	10	50		70		136
2.7 Project Estimate and Specifications		**$ 43,470.00**	**30**	**68**	**40**	**40**	**48**	**-**	**226**
Quantities/Estimate		$ 19,710.00	6	20		40	48		114
Specifications		$ 23,760.00	24	48	40				112
SUBTOTAL DIRECT LABOR		**$ 1,004,120.00**	**844**	**856**	**904**	**1,168**	**1,646**	**-**	**5,418**
3. SUBCONSULTANTS SERVICES									
3.1 Effluent & Wastewater Pipeline Design (Lyon)		**$ 456,630.00**							
Utility Plans		$ 387,850.00							
Supplemental Survey/ROW Exhibits		$ 67,780.00							
Expenses		$ 1,000.00							
3.2 Utility Designating (T2)		**$ 94,120.00**							
SUE		$ 94,120.00							
3.3 Geotechnical Engineering (CNI)		**$ 69,041.00**							
Supplemental Geotechnical Services		$ 69,041.00							
3.4 Public Outreach (Beta PR)		**$ 72,320.00**							
Public Outreach Services		$ 72,320.00							
3.5 Geotechnical Engineering (ETC)		**$ 28,900.00**							
Borings/Final Geotechnical Report		$ 28,900.00							
SUBTOTAL SUBCONSULTANT TASKS		**$ 721,011.00**							
4. ALLOWANCES									
General Allowances		**200,000.00**							
Additional Potholing		**100,000.00**							
SUBTOTAL ALLOWANCE TASKS		**$ 300,000.00**							
EXPENSES									
Miscellaneous Expenses		$ 1,500.00							
CLOMR Review Fee		$ 6,500.00							
EXPENSES SUBTOTAL		**$ 8,000.00**							
CONTRACT TOTAL		**$ 2,033,131.00**							

Appendix A
Subconsultant Proposals

Effluent and Wastewater Pipelines and SR89 Improvements City Project No.CIP 2110-001 Scope of Work

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Appendix A – Consultant Fees

Overview

Design services for the City of Prescott (City) Effluent and Wastewater Pipelines and SR89 Improvements (Project) will be performed by a consultant team led by Lyon Engineering and Surveying, Inc. (Engineer) and (Surveyor).

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

- Basic Services
  - Task Series 1000, Project Management
  - Task Series 2000, Pre-Design
  - Task Series 3000, Effluent and Wastewater Pipelines
- Special Services
  - Task Series 4000, Special Services
- Other Direct Costs

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

- Land Surveying
  - Land Surveying through the proposed project corridor for supplemental topography, to develop a base CAD file and update project control as needed

- Final Design for Effluent and Wastewater
  - 7,400 LF 24” Gravity Sewer Main
  - 2,500 LF 26” Sewer Force Main
  - 9,200 LF 24” Effluent Main

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

Firm	Services/Disciplines
Lyon Engineering and Surveying, Inc.	Prime Engineer, Project Management, Site Design, Civil Design, Land Surveying, Permitting, Construction Administration
Water Works Engineers	Effluent and Sewer Modeling and Design Report

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.

- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing water, sewer, and roadways. The Engineer shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required support surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding City's utilities (existing and/or proposed) near the project site.
- Furnish copy of previous soils report (as available).
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.
- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Title reports for private and City properties per a list of parcels submitted by the Engineer.

Basic Services

Task Series 1000 Project Management

Task 1100 General

Under this task the Engineer shall perform general project management and administration tasks. The Engineer will monitor and track the project budget, schedule and quality to ensure that all deadlines are met, that that the project remains within budget and that the City receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to address items such as project schedule, project budget and current issues of concern.

Task 1200 Project Meetings & Coordination

The Engineer will prepare and distribute a written summary and results of these meetings to the City and Project subconsultants. Action items and decisions shall be clearly identified in the minutes and summarized in logs that are updated monthly. The Engineering will coordinate as needed with utility companies and the CMAR contractor.

Subtask 1210 Kickoff Meeting

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

- Review the Project Scope of Work
- Review the Project Schedule to include project milestones
- Establish communication protocol and project procedures

- Develop a project meeting schedule

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

Subtask 1220 Design Phase Coordination and Workshop Meetings

The Engineer will conduct coordination and workshop meetings with the City to address technical, coordination and administrative issues related to the project. These meetings will also be used to conduct technical workshops, design submittal meetings, design review meetings, and project management meetings. The meetings are scheduled to take place over a period of 9 months, totaling a maximum of three (3) meetings.

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

Subtask 1230 Submittal Review Meetings

In addition to the project workshop meetings, the Engineer will conduct a review meeting after the submittal of the Preliminary Design Concept Report. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous workshop comments to ensure that the City comments are being addressed. The review meeting will occur after the City has reviewed the Preliminary Design Concept Report and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

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

Subtask 1240 Coordination with Utility Companies

The Engineer will contact Utility Companies to determine what utilities may be impacted by the Project.

➢ **Deliverables:** Summary of Utility Company correspondence and copies of maps, plans, etc. provided by the companies.

Subtask 1250 Coordination with CMAR

The Engineer will attend coordination meetings and provide correspondence as need with the City's Construction Manager at Risk (CMAR) contractor.

Task Series 2000 Pre-Design

Task 2100 Pothole Coordination

The Engineer will produce maps for review and approval by the City of the proposed pothole locations based on the approved 30% design plans. These maps will be provided to the pothole subconsultants for their reference.

The Engineer will coordinate with the Pothole Subconsultant and Surveyor to ensure timely potholing and field survey of the pothole locations. After the pothole contractor has called in the blue stake for the determined potholes, the Engineer will mark each pothole location in the field per Subtask 4170.

Task 2200 Field Walk of Blue Stake

The Engineer will conduct a field walk of blue staked utilities accompanied by the Surveyor and the City Project Manager to determine potential conflicts with proposed effluent and sewer improvements.

Task Series 3000 Effluent and Wastewater Pipelines

Task 3100 Design Development

Subtask 3110 Base CAD File Production

This task will focus on the development of the base CAD file for use in the 30%, 60%, 90% and Final design for the effluent and sewer mains.

Subtask 3120 30% Preliminary Design

The Engineer will submit to the City a Preliminary 30% Design plan set for the project that includes the following items:

a) Existing conditions including:
   1. Right-of-way and easements including parcel and owner information
   2. Topography
   3. Benchmarks
   4. Adjacent property lines
   5. Large trees (4” diameter or greater at chest height)
   6. Landscaping
   7. Roadway limits
   8. FEMA Floodplain and Floodway limits
   9. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
   10. 2025 Drone Aerial Imagery in background of plan view

b) Proposed preliminary improvements including:
   1. Gravity Sewer Main Plan and Profile

2. Branch Main Plan and Profile
3. Force Main Sewer Plan and Profile
4. Effluent Main Plan and Profile
5. Potential utility conflicts based on plan view location of utilities
6. Conceptual erosion control
7. Proposed easements including parcel and owner information

- **Deliverables:**
  - Digital .pdf submittal 30% Design Plan Set at 20-Scale
  - Two (2) hard copies of the 30% Preliminary Design

Task 3200 Detailed Design

Subtask 3210 Preliminary Sewer and Effluent Report

The Engineer will provide an analysis of the sewer system and provide the following:

- Review the existing City sewer model and provide feedback
- Run the existing sanitary sewer model and confirm the flows and pipe size(s) necessary for the project. This will allow the design team and City staff the opportunity to modify piping, flows, etc. in the area to validate the piping system and flows are modeled correctly.
- Add the new gravity sewer main to the City model, once flows and piping are confirmed, the Engineer will model the proposed piping system utilizing our proprietary hydraulics model as an alternate method to confirm flow capacities, depth, velocities, etc.
- Alternative alignment analysis of the sewer main alignment

The Engineer will provide an analysis of the effluent system and provide the following:

- Create a model of the existing City effluent system to analyze the flows, pressures and storage requirements of the existing system, and the future system after centralization is completed. The model will be compatible with current modeling platform being used by the City.
- Alternative alignment analysis of the effluent main bypass
- Existing effluent demands and storage system
- Future effluent main sizes and materials alternatives
- Future reservoir sizing and alternative locations
- Provide locations for future Smart Ball insertion points

Findings from the analysis will be presented in the form of spreadsheets and a presentation to City staff in the Public Works conference room.

Subtask 3211 Sewer and Effluent Report

A Final Sewer Report will be prepared that contains the results of the wastewater hydraulic modeling and sewer main sizing completed under Subtask 3210. This report will detail the sewer mains sizes for each reach between sewer main manholes and sewer branches. This task includes the subsequent submittals as needed to address City comments.

This report will accompany the submittal to Yavapai County Environmental Services for Arizona Department of Environmental Quality (ADEQ) approval.

Subtask 3220 60% Design Plans

Subtask 3221 90% Design Plans

Subtask 3222 100% Design Plans

The Engineer will submit to the City a design plan set at 20-scale at the 60%, 90% and 100% Design stages including the following items:

a) Existing conditions including
- Right-of-way and easements with book and page numbers
- City Topography with supplement field survey data
- City Benchmarks
- Adjacent property lines and parcel owner information
- Large trees (4” diameter or greater at chest height)
- Landscaping
- Roadway limits
- FEMA Floodplain and Floodway limits
- All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
- Pothole locations in the plan and profile and a table of pothole elevations to top of utilities
- 2025 Drone Aerial Imagery in background of plan view

b) Proposed improvements including:
- Gravity Sewer Main Plan and Profile
- Branch Main Plan and Profile
- Force Main Sewer Plan and Profile
- Effluent Main Plan and Profile
- Existing water, sewer, storm drain and dry utility conflicts and relocations
- Proposed sawcut and pavement, curb and gutter, and guard rail replacement limits
- Horizontal and vertical control with benchmark locations and City benchmark data

- Detail sheets
- Construction notes
- List of Standard Details

c) Estimated Design Plan Drawings:
- General Drawings: 5 sheets
- Project Geometrics and Survey Control: 4 Sheets
- Removals/Demolition: 6
- Effluent Main and Wastewater Sewer Main Design: 25
- Details: 3

Subtask 3230 60% Special Provisions

Subtask 3231 90% Special Provisions

Subtask 3232 100% Special Provisions

The Engineer will provide Special Provisions at the 60%, 90% and 100% stage as a supplement to the City's supplement to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction. Items included in the project but not covered by the City supplement will be in the special provisions produced by the Engineer.

Subtask 3240 60% Engineers Cost Estimate

Subtask 3241 90% Engineers Cost Estimate

Subtask 3242 100% Engineers Cost Estimate

The Engineer will provide an Engineers Estimate of Construction Cost at the 60%, 90% and 100% stage in a bid tab format.

➢ **Deliverables:**
- Digital .pdf submittal of the Preliminary and Final Sewer Report at the 60% and 90% design stage
- Digital .pdf submittal of the Final Approved Sewer Report
- Digital .pdf submittal of the Design Plan Set at the 60%, 90% and 100% stage
- Digital .pdf submittal of the Special Provisions at the 60%, 90% and 100% design stage
- Digital .pdf submittal of the Engineers Estimate of Construction Cost at the 60%, 90% and 100% design stage
- Two (2) hard copies of the 60%, 90% and 100% Design Plans

Subtask 3250 Final P.S. and E.

Task Detail 3251 Final Civil Plans

The Engineer will submit to the City Final Stamped and Signed Civil Plans of the Improvements for approval and City signature. Once signed by the City, the Engineer will provide digital copy of the signed plans in .pdf format.

Task Detail 3252 Special Provisions

The Engineer will submit to the City Final Stamped and Signed Special Provisions for the Improvements in .pdf format.

Task Detail 3253 Engineers Estimate of Construction Cost

The Engineer will submit to the City Final Stamped and Signed Engineers Estimate of Construction Cost for the Improvements in .pdf format.

Task Detail 3254 Bid Schedule

The Engineer will submit to the City a bid schedule in Microsoft Excel format for use in the bidding process

Task Detail 3255 Approved Permits

The Engineer will submit the approved permits obtained from the required environmental agencies.

- **Deliverables:**
  - Bid Ready Design Drawings, Special Provisions and Engineers Estimate of Construction Cost in .pdf format
  - Bid Schedule in Microsoft Excel format
  - CAD files of approved design drawings

Subtask 3260 Permitting

The Engineer will contact the regulatory agencies and develop the required applications and support documents for the following permits:

1) Yavapai County – The Engineer will contact Yavapai County Environmental Services (YCES) and obtain the required Approval to Construct (ATC).

Task Series 4000 Special Services

Task 4100 Land Surveying

Subtask 4110 Survey Control Network Update

The Surveyor will verify the condition and integrity of the 26 control points established during the Design Concept Report (DCR) phase of the project. Each point will be inspected to ensure it remains undisturbed and suitable for continued use. Any missing or compromised control points will be replaced as necessary to maintain the integrity of the control network.

In addition, up to five (5) new control points will be established at locations determined in coordination with the City and the selected Construction Manager at Risk (CMAR) contractor, to support future construction staking and quality control efforts.

Subtask 4120 Survey of Blue Staked Utilities

The Surveyor will record field coordinates of all existing utility identifiers placed in the field by utility companies as a result of the City's blue stake requests.

Subtask 4130 Field Topography Survey

The Surveyor will perform supplemental field topographic surveys on an as-needed basis to locate existing utilities, roadway elements, and drainage features that were not captured during the DCR phase. These surveys will be coordinated with the City and project design team to ensure all critical surface and subsurface features are accurately identified for final design and construction planning.

Subtask 4140 Staking of Alignments for Utilities, Easements or Right-of-Way

The Surveyor will field locate with paint or lathe and flagging the proposed new utility alignments and if necessary, easements or Right-of-Way to be acquired for the project. This will provide a visual reference for use during field walks by the Engineer, City, and Stakeholders for proposed property impacts and acquisition limits, and for impacts within existing City right-of-way. This task assumes approximately 1,000 linear feet of alignment staking at 50 foot intervals.

Subtask 4150 Right-of-Way and Easement Acquisition Maps

The Engineer will provide the City with right-of-way and easement acquisition maps showing the limits and area of proposed property acquisitions for the project. These maps will be updated at the 30%, 60%, 90% and Final Design stages on an as needed basis.

Subtask 4160 Legal Descriptions

The Surveyor will provide easement legal descriptions and accompanying maps as directed by the City after City approval of the 90% design plans. These items will be provided to the City by the Surveyor for use in acquiring the easements for recordation by the City. Legal descriptions and exhibits shall conform to the City's Legal Description and Exhibit checklist.

Based on the DCR phase it is anticipated that up to 4 legal descriptions will be necessary for this project including descriptions for permanent easements or right-of-way acquisitions

- **Deliverables:**
  - Up to four (4) legal descriptions and accompanying maps on 8.5" x 11" in .pdf format

Subtask 4170 Potholed Utility Location Survey

Under this subtask the Surveyor will provide lathe, flagging and/or paint marks for pothole locations for the pothole subconsultant based on the locations determined by the City approved pothole maps and the blue staked utility locations.

Other Direct Costs

Copying

The Engineer has added this item to cover various printing costs of maps, exhibits and reports, specifications and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Appendix A

City of Prescott
Effluent & Wastewater Pipelines & SR89 Improvements

City Project No. CIP2110-001

Task No.	Task Description	Lyon Engineering									WaterWorks Engineers													
		SVY	RLS	SRLS	ENG	PE	INSP	DRONE	Total	Lyon Total	Princ	PM	E&S	SPE	PE	DES	Tech	S EE	EE	E DES	CLER	Total	WaterWorks Total	Combined Total
		$ 200	$ 170	$ 190	$ 175	$ 225	$ 95	$ 200			$ 220	$ 185	$ 175	$ 150	$ 145	$ 125	$ 100	$ 165	$ 145	$ 125	$ 75			
Task Series 1000	**Project Management**																							
Task 1100	General					40			40	$ 9,000												0	$ -	$ 9,000
Task 1200	Project Meetings & Coordination																							
Subtask 1210	Kickoff Meeting					2			2	$ 450												0	$ -	$ 450
Subtask 1220	Design Phase Coordination and Workshop Meetings					40			40	$ 9,000												0	$ -	$ 9,000
Subtask 1230	Submittal Review Meetings					16			16	$ 3,600												0	$ -	$ 3,600
Subtask 1240	Coordination with Utility Companies					16			16	$ 3,600												0	$ -	$ 3,600
Subtask 1250	Coordination with CMAR					60			60	$ 13,500												0	$ -	$ 13,500
Task Series 1000 Subtotal		0	0	0	0	174	0	0	174	$ 39,150	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 39,150
Task Series 2000	**Pre-Design**																							
Task 2100	Pothole Coordination					16			16	$ 3,600												0	$ -	$ 3,600
Task 2200	Field Walk of Blue Stake					8			8	$ 1,800												0	$ -	$ 1,800
Task Series 2000 Subtotal		0	0	0	0	24	0	0	24	$ 5,400	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 5,400
Task Series 3000	**Effluent & Wastewater Pipelines**																							
Task 3100	Design Development																							
Subtask 3110	Base CAD File Production				120	30			150	$ 27,750	4				16							20	$ 3,200	$ 30,950
Subtask 3120	30% Preliminary Design				240	60			300	$ 55,500	24				4							28	$ 5,860	$ 61,360
Task 3200	Detailed Design																							
Subtask 3210	Preliminary Sewer & Effluent Report					24			24	$ 5,400	16				80							96	$ 15,120	$ 20,520
Subtask 3211	Sewer & Effluent Report					12			12	$ 2,700	8				88							96	$ 14,520	$ 17,220
Subtask 3220	60% Design Plans				320	80			400	$ 74,000	28				60							88	$ 14,860	$ 88,860
Subtask 3221	90% Design Plans				160	40			200	$ 37,000	16				36							52	$ 8,740	$ 45,740
Subtask 3222	100% Design Plans				80	20			100	$ 18,500	8				20							28	$ 4,660	$ 23,160
Subtask 3230	60% Special Provisions				80	20			100	$ 18,500	4				8							12	$ 2,040	$ 20,540
Subtask 3231	90% Special Provisions				40	10			50	$ 9,250	4				8							12	$ 2,040	$ 11,290
Subtask 3232	100% Special Provisions				16	4			20	$ 3,700	4				8							12	$ 2,040	$ 5,740
Subtask 3240	60% Engineers Cost Estimate				16	4			20	$ 3,700												0	$ -	$ 3,700
Subtask 3241	90% Engineers Cost Estimate				8	2			10	$ 1,850												0	$ -	$ 1,850
Subtask 3242	100% Engineers Cost Estimate				4	2			6	$ 1,150												0	$ -	$ 1,150
Subtask 3250	Final P.S. & E.				24	4			28	$ 5,100	2				4							6	$ 1,020	$ 6,120
Subtask 3260	Permitting				24	4			28	$ 5,100												0	$ -	$ 5,100
Task Series 3000 Subtotal		0	0	0	1132	316	0	0	1448	$ 269,200	118	0	0	0	332	0	0	0	0	0	0	450	$ 74,100	$ 343,300
Task Series 4000	**Special Services**																							
Task 4100	Land Surveying																							
Subtask 4110	Survey Control Network Update	24		4					28	$ 5,560												0	$ -	$ 5,560
Subtask 4120	Survey of Blue Staked Utilities	24		4					28	$ 5,560												0	$ -	$ 5,560
Subtask 4130	Field Topography Survey	120		4					124	$ 24,760												0	$ -	$ 24,760
Subtask 4140	Staking of Alignments for Utilities, Easements or Right-of-Way	40		4	16	8			68	$ 13,360												0	$ -	$ 13,360
Subtask 4150	Right-of-Way and Easement Acquisition Maps				24	4			28	$ 5,100												0	$ -	$ 5,100
Subtask 4160	Legal Descriptions		40	4					44	$ 7,560												0	$ -	$ 7,560
Subtask 4170	Pothole Utility Location Survey	16		2	8	4			30	$ 5,880												0	$ -	$ 5,880
Task Series 4000 Subtotal		224	40	22	48	16	0	0	350	$ 67,780	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 67,780
Task Series 1000 through 4000 Subtotal		224	40	22	1180	530	0	0	1996	$ 381,530	118	0	0	0	332	0	0	0	0	0	0	450	$ 74,100	$ 455,630
Other Direct Costs																								
	Copying									$ 1,000													$ -	$ 1,000
																							$ -	$ -
																							$ -	$ -
Other Direct Costs Subtotal										$ 1,000													$ -	$ 1,000
																							CONTRACT TOTAL =	**$ 456,630**

Labor Codes Legend:

Lyon Eng: SVY - Survey Crew, **RLS -** Registered Land Surveyor, **SRLS** - Senior Registered Land Surveyor, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **DRONE** - Aerial Drone

Water Works: Princ - Principal**, PM -** Project Manager**, E&S** - Electrical & Structural Senior Project Engineer, **SPE -** Senior Project Engineer, **PE** - Project Engineer, **DES** - Design Engineer, **S EE** - Senior Electrical Engineer, **EE** - Electrical Engineer, **E DES** - Electrical Designer, **CLER** - Clerical

T2 UES, Inc. dba
T2 Utility Engineers
19621 N. 23rd Drive
Suite 150
Phoenix, AZ 85027
602-977-8000 (phone)
www.t2ue.com

August 4, 2025

Lyon Engineering & Surveying, Inc.
Attn: Rich Poynor, PE
Email: rgpoynor@gmail.com
Phone: (928) 776-1750

RE: SR89 DCR
Subsurface Utility Engineering (SUE)
Scope of Services T2UE Proposal No. 16104-25-0006

Rich,

Thank you for the opportunity to propose on this project. Our experience providing subsurface utility engineering for State DOTs, counties, municipalities, and utility providers will enable us to successfully complete this utility investigation and meet the program and project goals. The combination of our resources and experience will provide you with the confidence that T2UE is the right choice to complete the project on time and on budget. For more information, please visit www.T2UE.com

Our Scope of Services is further detailed in the project understanding section of this proposal. This proposal has been prepared for the SR89 project from Willow Lake Road to Phippen Trail. We have provided you with a Unit Rate Fee to complete the specific items described within the Scope of Services. We respectfully request any comments or questions you may have. Thank you again for this opportunity.

PROJECT UNDERSTANDING

T2 UES, Inc. dba T2 Utility Engineers (herein referred to as T2UE) will complete a subsurface utility engineering (SUE) investigation for this project. This will involve attempting to locate only the 24" effluent line withing the corridor between Willow Lake Road and Phippen Trail. In addition, this project would include a full ASCE 38 Quality Level D, C, B, & A SUE utility investigation in accordance with the CI/ASCE Standard 38: *Standard Guideline for the Collection and Depiction of Existing Subsurface Utilities* within the project area as defined below.

ASCE 38 QUALITY LEVEL DEFINTIONS

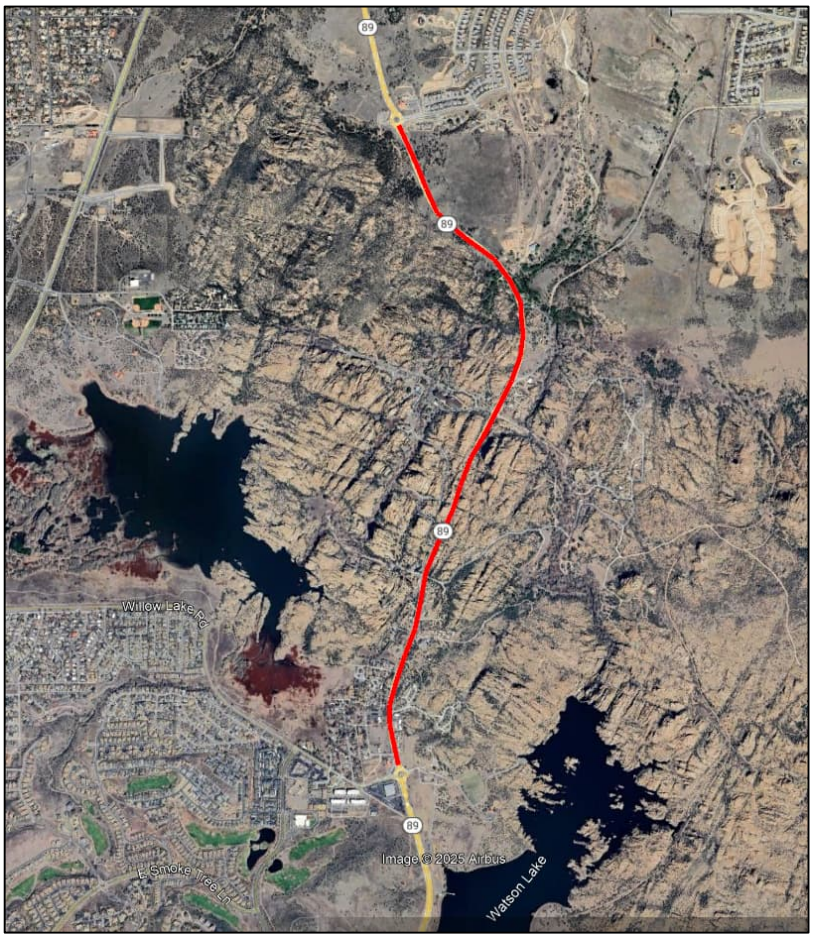
ASCE 38 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. The quality level provides a professional opinion of the quality and reliability of the utility information. The four quality levels defined by the ASCE Standard are as follows:

- Quality Level D (QLD): Record research of existing subsurface utilities within the project limits by contacting each utility owner and obtaining their available facility records. This process includes the investigation of untraceable (nonmetallic buried without trace wire) utilities that do not meet Quality Level C or B specifications. QLD information is based on information obtained from record drawings and includes utility type, ownership, size and material composition.
- Quality Level C (QLC): Inclusive of a QLD effort, the project team will provide QLC depiction of existing untraceable subsurface utilities by correlating surveyed surface evidence to the QLD utility records to obtain the utility location. QLC information includes utility type, ownership, size and material composition based on available record information.
- Quality Level B (QLB): Inclusive of the QLC and QLD effort of utility investigation further incorporates the use of surface geophysical techniques under the direction of a Professional Engineer licensed in the State of Arizona to determine the existence and horizontal position of underground utilities. This activity is called "designating." The information obtained in this manner is surveyed to project control. Two-dimensional (2D) utility information is obtained. QLB deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona

- Quality Level A (QLA): Inclusive of the QLB, QLC and QLD levels of utility investigation, incorporates the use of minimally intrusive Air-Vacuum Excavation methods at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. The excavation and data documentation activity is called Locating "excavation of test holes". It is the highest level of utility certainty presently available. When surveyed and depicted, precise plan and profile information is available for making final design decisions at the test hole locations. QLA deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona. Note: QLA test holes are not included within this scope and fee.

LIMITS OF INVESTIGATION

The overall project and SUE investigation will be conducted withing the ROW of SR89 from Willow Lake Road to Phippen Trail as shown in the image below:



SCOPE OF WORK

T2UE will utilize their full suite of geophysical equipment in an attempt to identify the horizontal position of only the 24" effluent line within the project area (shown in the as-built files provided by the Client on 01/10/2025 titled, "AB1987-013 - Sundog Effluent Line Plans 1987" and "AB1988-011 Effluent Diversion Phase 2"). If T2UE is successful in designating the line, the verified location will be marked using appropriate pink paint and flagging which is the standard industry color for temporary markings. This field information is then surveyed and depicted into a digitized CAD file compatible with the project design files.

A Professional Engineer licensed in the State of Arizona shall oversee, a full Subsurface Utility Engineering (SUE) investigation of the project area, excluding gravity sewer mains, to determine existing utility conditions within the project limits. As part of the SUE investigation for this project T2UE will complete the following tasks:

- QLD Utility Records Research

  The T2UE team shall perform the following activities as part of their research effort on this project:

  - Conduct a full reconnaissance and utility records research to aid in the identification of Utility Owners that may have facilities on, or be affected by the project.
  - Collect all applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
  - Compile a list of all utility companies contacted for information. Note information received with contact information for each response and note non-response if applicable.
  - Attempt to identify all known and unknown utilities, except as noted below, within the project area at QLB and depict those utilities at the actual achieved utility Quality Level.

- Perform QLC & QLB Investigation

  - T2UE will survey existing visible surface utility appurtenances and correlate the information provided to the QLD utility records to obtain the utility location. This effort will update the utility information to QLC, and all data will be incorporated into the CAD file and final PDF deliverable.
  - Utilize geophysical utility locating techniques to determine the true horizontal position of conductive utilities within the project area. The project team will provide a QLB investigation of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities utilizing a variety of geophysical locating equipment to detect, verify and designate the location of subsurface utilities from above ground. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary markings. This field information is then surveyed and depicted into a digitized CAD file compatible with the project design files.
  - T2UE will utilize a full suite of geophysical equipment appropriate to existing site conditions for locating the type of utility being investigated. Utilities detected that were not identified by the records research will be termed “undocumented” and depicted on the plans as “unknown” utilities.
  - T2UE will use a complimentary suite of geophysical tools in an attempt to determine the location of undocumented utilities but cannot guarantee finding all undocumented utilities. Electromagnetic depths will not be recorded during this investigation.
  - As an additional step, T2UE will use inductive scanning techniques in critical areas to attempt to designate the presence of conductive undocumented utilities. QLA Test Holes may be necessary to confirm the existence of undocumented utilities in areas of potential conflicts.
  - GPR NOTE: T2UE will investigate the project site using Ground Penetrating Radar (GPR) equipment in an effort to detect larger non-metallic utilities. However, the degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically non-conductive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. Electrically conductive soils, such as clay, moist silt or saline soils typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site resistive site calibration of the GPR equipment. Subsequently, due to the unknown receptiveness of site specific soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.
  - QLB depiction will be attempted on all mainline utilities included within T2UE’s geophysical investigation. However, storm drain and possibly non-metallic water will most likely be depicted at QLC or QLD dependent upon existing physical appurtenances associated with these lines; utilities that cannot be designated at QLB, but have existing physical appurtenances in the field will be depicted at QLC; utilities which cannot be designated at QLB and for which there are no visible physical appurtenances will be depicted at QLD per record.
  - Invert information and, where possible, pipe size/material will be collected at Storm Manholes as well as Storm Drain Catch Basins and Drop inlets, where accessible from the surface. The alignment of the storm pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed MH’s/CB’s and professional judgment. If confined space entry is required to obtain information of offset or excessively deep pipes, extra costs will be incurred and will be discussed with the client in advance.
  - T2UE will document top of nut elevations on water valves throughout the project limits.
  - Overhead Utilities, Gravity Sewer Mains, Sanitary Sewer Service Laterals, Underground storage tanks, septic fields, traffic loop systems and landscape irrigation are excluded from this investigation.

DELIVERABLES

- T2UE will deliver CAD drawings depicting the horizontal location of the utilities within the project area. The drawing will depict utilities within the investigation area at the achieved ASCE 38 Quality Level, tied to the project datum via survey.

ASSUMPTIONS

- Lyon Engineering and Surveying will provide the following:
  - Project survey control and existing topographic survey if available.
  - This Scope of Services has been detailed to ensure we are providing the services desired and agreed to by the client and T2UE. Services not specifically listed are assumed to be excluded from T2UE's scope.

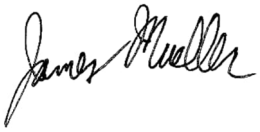
SCHEDULE

T2UE will work closely with the project team to provide deliverables in a timeframe consistent with the overall project schedule.

PROJECT ESTIMATE

For the services described, T2UE proposes compensation as outlined in the fee schedules attached. T2UE will not exceed the estimated fees without prior authorization from Client. Monthly invoices will be prepared upon conclusion for the actual work completed up to the estimated budget amount. We appreciate this opportunity to provide professional SUE and Surveying services for this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,



James Mueller, PE
Project Manager
Phone: 602-977-8076
Email: james.mueller@t2ue.com

SR89 DCR
Subsurface Utility Engineering
T2 Proposal 16104-25-0006

PROJECT ESTIMATE			
SUE Quality Level "D, C & B" Designating/Mapping			
*Utility Designating Crew	55,000 LF @	$1.41 per LF	$77,550.00
		Subtotal	**$77,550.00**
Professional Services			
*Project Manager	8 hours @	$180.00 per hour	$1,440.00
*Registered Land Surveyor	6 hours @	$175.00 per hour	$1,050.00
*SUE Supervisor	16 hours @	$125.00 per hour	$2,000.00
*CAD Technician	32 hours @	$115.00 per hour	$3,680.00
*Administrative	4 hours @	$100.00 per hour	$400.00
		Subtotal	**$8,570.00**
Misc., Permits & Maintenance of Traffic			
*Permits (assumed zero cost)	If Required (Billed Cost + 10%)		$0.00
*Traffic Control	If Required (Billed Cost + 10%)		$0.00
*Mobilization, Lodging, Per Deim	Lump Sum		$8,000.00
		Subtotal	**$8,000.00**
		TOTAL	**$94,120.00**

*** Proposal estimate only, the cost may vary due to unknown field conditions, municipality requirements and unknown number of utilities within the investigation area**

CALL & NICHOLAS, INC.

2475 N. Coyote Drive
Tucson, Arizona 85745 U.S.A.

Tel: 520.670.9774
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E-Mail: cni@cnitucson.com

Principals
T. M. Ryan
R. W. Pratt
L. R. Standridge
N. A. Asbury
S. D. Cylwik

PROPOSAL

To: Andrew Baird, P.E., Project Manager / Kimley-Horn & Associates, Inc.

From: Robert Cummings, P.E., Senior Project Manager / Call & Nicholas, Inc.
Michael Conley, P.E., Geological Engineer / Call & Nicholas, Inc.

Date: 14 August, 2025

Subject: Geotechnical Support for the Effluent Pipeline and SR89 Roadway Final Design
Granite Dells, City of Prescott, AZ

1.0 INTRODUCTION

Kimley-Horn & Associates, Inc (KHA) has completed a Design Concept Study (DCR) for the City of Prescott along State Route 89 (SR 89) from Phippen Trail to Willow Lake Road through the Granite Dells. The DCR identifies preferred alignments for the new effluent force main and re-use of the old effluent main and also presents two alternatives for roadway remediation: minimal widening to address sight distance issues and full widening to upgrade the facility to meet projected capacity demands. Call & Nicholas, Inc. (CNI), as geological rock engineering consultant, supported the DCR process with geological engineering that included the following:

- reconnaissance-scale field mapping to identify discontinuities preferred as rock backslope alternatives;
- ground penetrating radar (GPR) across the existing roadway to identify existing backfilled utility trenches, bedrock highs, and occurrences of rocky fill;
- seismic refraction geophysics at selected locations at roadway grade and atop the existing cuts to evaluate rock mass excavation issues;
- Concept-level geotechnical engineering reports presenting the observations, data obtained and generalized recommendations for the effluent main and roadway cuts.

KHA engaged Engineering & Testing Consultants, Inc. (ETC), a Prescott-based geotechnical engineering firm, to conduct test pits and hollow-stem auger (HSA) geotechnical borings along the roadway, and to deliver a geotechnical engineering report detailing those findings and covering such features as roadway pavement requirements and drainage features.

The next step in project delivery will be for the engineering team to work with the City and its selected Construction Manager At Risk (CMAR) contractor to develop detailed designs and a cost estimate for the preferred design options.

Because there are two roadway design alternatives presently under consideration – minimal widening with safety improvements and full widening for capacity as well as safety improvements – CNI has prepared two versions of the scope and fee attached to this proposal.

This proposal outlines the tasks CNI is to perform and their associated costs for design development, as follows:

1. Refined geological engineering and excavation recommendations to support the design and excavation planning for the new effluent force main and the re-use of the existing effluent transmission main, considering the proximity of the HOBAS sewer which must remain in service, and other factors such as traffic and access. Rock strength and abrasiveness testing were not performed for the DCR phase but are recommended for the design phase to support estimates of mechanical excavation productivity and costs. KHA has indicated that ETC will be tasked to obtain rock samples for CNI to test and analyze. CNI will depict the subsurface geotechnical conditions from CNI's and ETC's subsurface data. Close collaboration with the CMAR contractor will be essential to evaluate methods of excavation and backfilling, and mitigation of associated impacts to traffic and the surroundings.
2. Further geological engineering recommendations to support the roadway improvements other than full widening, which would address rock handling, vibration impacts, and constraints to the excavation required.
3. Field investigations to support full roadway widening should that alternative be selected. Activities will include detailed assessment of the specific fracture surfaces to be engaged as excavation back slopes, rock slope stability analyses, and defining the detailed rock excavation methodologies and possible rock reinforcement schemes that will attain the recommended cut slopes with respect to the adjacent land uses. Again, detailed and ongoing coordination with the CMAR contractor will be required.
4. Construction phase geotechnical support will be proposed in the future and would include review of contractor rock excavation processes and documents such as pre-blast surveys, blasting plans, blasting reports, and monitoring data; support for public meetings, and field reviews of revealed excavation conditions.

2.0 SCOPE OF WORK

The Scope of Work is described as work for the roadway and effluent main, however, there are certain activities that will pertain to both, which are identified in the task descriptions. Costs are shown in Tables 1 and 2.

2.1 Effluent Force Main Geotech Support and Minimal Widening

2.1.1 Task 1 Project Management and Coordination

This Task is set up to cover CNI's administrative coordination with KHA, its soil geotechnical subconsultant ETC, the City, and the CMAR contractor. Technical meetings and site visits are mostly captured under the technical Tasks. This Task will also cover activities such as routine project management, progress reporting, travel planning, and general communications not associated with other Tasks. Meetings under this Task are assumed to be virtual (no travel).

2.1.2 Task 2 Scheduled Meetings

This Task covers what are expected to be scheduled design reviews and meetings involving KHA, the CMAR contractor, the City, and other stakeholders and consultants. Most of these are presumed to be virtual, involving an hour or two each, biweekly or monthly. However, some issues are expected to be intensive enough to warrant personal attendance, so one meeting is proposed to involve travel for CNI senior project staff. A second meeting for similar purposes, or in-person support at a public meeting, is proposed. Messrs. Conley and Cummings will represent CNI.

2.1.3 Task 3 Site and Data Review

It is expected that a field meeting with the CMAR contractor and other stakeholders will be advisable to discuss geotechnical and related issues and observe field conditions. CNI expects to send two senior staff personnel. It will also be necessary for CNI personnel attending this or a different trip to Prescott to also transport rock core expected to be obtained by ETC, so time is allotted for sample handling by a lab technician.

CNI will assess the subsurface data including the geophysics, borings, and new test results and provide a compilation of interpreted subsurface geotechnical conditions along the

pipeline alignments, including graphical profile interpretations where supportable by the data. A memorandum will be distributed to the project team.

2.1.4 Task 4 Submittal Reviews

This task includes time for review and commentary on submittals related to rock excavation, trenching, and other rock geotechnical matters generated by the CMAR contractor. The reviews will be performed by senior CNI geotechnical staff. Work product will consist of emails or redlined pdfs.

2.1.5 Task 5 Special Provisions

It is assumed that special provisions will be produced by KHA and its other subconsultants, but CNI will provide support, including writing and commentary, for matters related to rock excavation and related impacts. For the full widening CNI will prepare a comprehensive blasting and rock reinforcement specification.

CNI has included laboratory rock mechanics testing in this Task because that testing will require a standalone memo to report the data and evaluate the results.

2.1.6 Task 6 Review Drawings

This task includes time for CNI to review construction drawings prepared by others. Like Task 5, the work will be performed by senior CNI geotechnical staff and include similar work products.

2.1.7 Tasks 7 and 8 Review Cost Estimates and Constructibility

These tasks include time for CNI to review construction cost estimates prepared by the CMAR contractor and work with the CMAR contractor to develop constructible approaches, for elements related to rock excavation and, for the full widening alternative, rock blasting. Like Tasks 5 and 6, the work will be performed by senior CNI geotechnical staff and include similar work products. Part of this work will be to refine the subsurface geotechnical interpretation.

2.2 SR 89 Full Roadway Widening Improvements

CNI's effort on the roadway widening study has focused on the roughly 5,700 linear feet

of roadway where the existing 3-lane sections (two through lanes and center turn lane) and 2-lane section pass through existing rock cuts. In this stretch the widening presents certain challenges that CNI has proposed to address by limiting the excavation and roadway footprint, exploiting the natural discontinuities and rock mass competence. The DCR identified widening to a 4-lane section as most consistent with capacity improvements that are warranted under future traffic projections. If the widening alternative is selected, it will be implemented after the effluent line improvements are complete.

If full roadway widening is chosen, CNI's Tasks 1-8 will be pursued in much the same way as described above for the minimal widening alternative, except that the level of effort for each Task is higher because of the increased work scope and project duration. Notably, the determination of the specific cut slope excavation approaches, methods and controls on blasting and drilling, public interaction, traffic control, and so on will occur through close coordination with the KHA team and the CMR contractor. CNI has budgeted to support a public meeting. For these reasons the time allocated for Scheduled Meetings, Task 2, is substantially higher than it is for the minimal widening alternative. There are also differences in the level of effort for reviewing construction documents and preparing specifications, and for the constructibility review which entails horizontal drilling and blasting for the full widening alternative.

The cost estimate for CNI's services proposed for full widening, attached as Table 2, adds three Tasks as described below. CNI's effort will add core drilling of the slopes and additional excavation characterization and support analysis, and a design geotechnical report covering that additional work, that will address approaches to excavation that balance cost efficiency with minimizing impacts to local residents, businesses, and the natural environment/corridor aesthetics.

2.2.1 Task 9 Field Exploration

In the DCR, KHA identified the location and extent of road widening at the conceptual level, based on CNI's reconnaissance-level characterization of discontinuities. CNI will identify what slopes require more detailed characterization for final design. The specific discontinuities to be exploited in cut slope excavation will be studied in the field and any changes will be recommended. CNI expects to carry out 2 to 3 diamond core drill holes on the cut slopes, and to test retrieved rock samples to support slope stability studies and give information for blasting

design. Core drilling will require lift equipment and traffic control to position the drill, personnel, and supporting equipment and supplies to carry out this work. It is expected that the work will take about a week altogether.

A placeholder cost has been inserted in Table 2 for the core drilling and associated traffic control. The drilling service provider for the full roadway widening alternative has not been chosen. CNI works with numerous specialty drilling contractors and will source that work if it is approved by KHA and the City. The placeholder cost is based on experience and judgment for similar work.

2.2.2 Task 10 Rock Excavation and Stability Analysis

CNI will assemble the geophysical and new rock core data to carry out rock slope stability analyses. All kinematic modes of slope movement will be considered, but from the geostructural pattern toppling is expected to be the mechanism of most concern for the steep slopes expected. From the geotechnical investigation CNI will identify if rock reinforcement is necessary to preclude toppling. (For example, toppling mechanisms near Pinto Creek along US 60 were arrested with rock bolts at the tops of cuts; the bolts were treated to make them visually non-intrusive.)

This Task will also include blasting calculations to determine what constraints and methods should be developed in conjunction with the CMAR contractor that are most consistent with protection of the surroundings. The horizontal blast method proposed will need to be optimized with respect to surrounding land uses. CNI would encourage an off-site test blasting demonstration before test blasting is accomplished within the site limits. If this can be arranged it will be proposed as an addition to the budget.

2.2.3 Task 11 Geotechnical Design Report

The DCR geotechnical roadway report was performed only to a conceptual level to support the DCR. It should be revised to support final design, to include the additional mapping, the core drilling, the laboratory testing, slope recommendations, and blasting precautions.

2.3 Construction Geotechnical Support *(Separate Contract, for Reference Only)*

CNI is available to support the post-design (construction phase) which would include

verifying cut slope stability, checking conformance with design provisions, reviewing blasting plans, reports, and monitoring data; providing technical support in the event of public complaints, reviewing implementation of cut slope and rock excavation plans, and re-evaluating constructibility assessments, methodologies, and procedures based on field results. CNI will evaluate the excavation processes in rock, review blasting and excavation plans, recommend local rock stabilization measures, evaluate excavation methodologies, respond to RFIs in connection with rock excavation and stabilization, and review miscellaneous submittals. These activities will be added to the Scope when appropriate.

3.0 PERSONNEL

The project will be managed by Robert Cummings, P.E., who will provide overall technical guidance and oversight, and will attend the public meetings if required. Michael Conley, P.E., will be the lead technical investigator. Field work will be performed by CNI field engineering geologists acting under Mr. Conley's direction. Other support will be provided by CNI senior technicians, draftspersons, laboratory personnel, and CNI's Technical Editor.

4.0 COST ESTIMATE

The cost estimates are presented in Tables 1 and 2 for the minimal widening and full widening alternatives, respectively. CNI works on a time-and-materials basis and reserves the right to transfer time and money among tasks as the project develops and work requirements become apparent. Estimated costs will not be exceeded without prior approval from KHA. The cost estimate does not include any foreign taxes; all foreign taxes are to be paid by KHA. Invoiced amounts will be totals payable to CNI.

5.0 PROJECT CONTROLS

Controls will be implemented to keep project delivery within budget and on schedule. While project cost and schedule updates can be provided to the client at any point during the project timeline, at a minimum CNI will provide updates on work performed at the following milestones:

- nominal 50% of the budgeted total
- nominal 90% of the budgeted total

Should CNI anticipate that the project is going to exceed the budgeted estimate, the client will be notified beforehand. Additional work beyond the budgeted amount will not be conducted unless approved by the client.

Other project controls may be necessary based on the size and scope of the project and can include the following:

- Kickoff meetings
- Gantt-chart updates
- Project forecasting
- Accrual estimates
- Hold-point meetings
- Change management systems
- Change order systems
- Regular feedback and reporting

6.0 ACCEPTANCE OF PROPOSAL

The acceptance of this proposal and services provided as outlined herein also constitutes an acceptance of CNI's insurance coverage and the limitation of our liability to that coverage, as follows:

Commercial General Liability

- Each Occurrence: $2,000,000
- General Aggregate: $4,000,000

Commercial Automobile Liability

- Combined Single Limit: $1,000,000

Excess Liability

- Each Occurrence: $3,000,000
- General Aggregate: $3,000,000

Workers' Compensation and Employer's Liability

- Each Accident: $1,000,000

Professional Liability

- Each Occurrence: $2,000,000
- General Aggregate: $2,000,000

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Table 1. Cost Estimate - Effluent & Wastewater Pipelines & SR89 Improvements
Geotechnical Rock Engineering Final Design (PS&E) Phase: Minimum Roadway Widening

Professional Fees	Hourly Rate	Task 1 Project Management and Coordination		Task 2 Scheduled Meetings		Task 3 Site and Data Review		Task 4 Submittal Reviews		Task 5 Special Provisons		Task 6 Review Drawings		Task 7 Review Cost Estimates		Task 8 Constructibility Review		TOTAL	
		Days	Dollars	Days	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars
D. E. Nicholas, P.E.	$ 336																		
T. M. Ryan, P.E.	$ 320																		
R. C. Barkley, P.E.	$ 273																		
R. W. Pratt, P.E.	$ 270																		
L. R. Standridge, P.E.	$ 270																		
N. A. Asbury, P.E.	$ 265																		
S. D. Cylwik, P.E.	$ 264																		
Senior Engineer/Hydro	$ 262	1.5	$3,144	3	$6,288	3	$7,860	1.5	$3,144	0.5	$1,048	0.5	$1,048	0.5	$1,048	1	$2,096	11.5	$25,676
Engineer V	$ 227																		
Engineer IV	$ 208	1	$1,664	4	$6,656	5	$10,400	1	$1,664	0.5	$832	1	$1,664	1	$1,664	1	$1,664	14.5	$26,208
Engineer III	$ 190																		
Engineer II	$ 169					2	$3,380											2	$3,380
Engineer I	$ 139																		
Engineer/Geologist	$ 112																		
Senior Technician	$ 132																		
Piezo Technician	$ 112																		
Lab Technician	$ 112					1	$1,120											1	$1,120
Drafting	$ 110																		
Technical Editor	$ 90									1	$720							1	$720
Clerical	$ 84																		
Administrative Fees (3%)	3%		$144		$388		$683		$144		$78		$81		$81		$113		$1,712
Subtotal Fees			**$4,952**		**$13,332**		**$23,443**		**$4,952**		**$2,678**		**$2,793**		**$2,793**		**$3,873**		**$58,816**
Expenses																			
Laboratory Testing							$7,192												$7,192
Expenses					$1,817		$1,216												$3,033
Traffic Control																			
Bird Seismic																			
Subtotal Expenses					**$1,817**		**$8,408**												**$10,225**
TOTALS			**$4,952**		**$15,149**		**$31,851**		**$4,952**		**$2,678**		**$2,793**		**$2,793**		**$3,873**		**$69,041**

CALL & NICHOLAS

PS&E Laboratory Testing - SR 89 Granite Dells -- Minimal Widening

Test Type	Standard	Lab Fee	QTY	Total
Classification and Index Testing				
Moisture Content	ASTM D2216	$27		
Atterberg (Liquid & Plastic) Limits	ASTM 4318 Method A, wet prep (Default)	$253		
	ASTM 4318 Method B, dry prep	$235		
Particle Size Analysis	ASTM D6913/D7928 Wet Sieve (includes Hydrometer)	$403		
	Modified ASTM - Coarse or fine fraction only	$168		
	Bulk Sieve > 5000 grams add	$108		
Specific Gravity	ASTM D854 (- #4 fraction)	$164		
	ASTM C127 (+ #4 fraction)	$140		
	ASTM C128 (- #4 fraction)	$134		
Measured G_s for Hydrometer	ASTM D854, modified for - #10 fraction	$164		
Organic Content (OUTSIDE LAB)	ASTM D2974	$162		
Slake Durability	ASTM D4644	$289		
Standard Proctor Compaction	ASTM D698, Method A or B, 4" mold	$327		
	ASTM D698, Method C, 6" mold	$433		
Modified Proctor Compaction (w/ assumed G_s)	ASTM D1557, Method A, 4" mold	$358		
for measured Gs for Rock Correction add $110	ASTM D1557, Method B, 6" mold	$459		
Bulk Density by suspended weight		$34	6	$204
Bulk Density, modified for rock	ASTM D7263 - Method A (wax method)	$89		
Bulk Density, modified for rock	ASTM D7263 - Method B (core method)	$72		
Minimum Index Density	ASTM D4254 (0.1 cf mold)	$177		
Consolidation	ASTM D2435	$368		
- Sands and low plasticity silts	Time to consolidate per normal less than 2.5 hrs			
- High plasticity silts and clays	Time to consolidate per normal more than 2.5 hrs	$516		
Permeability				
Constant Head - granular soils - sand	ASTM D2434 - 3 inch or 4.5 inch dia permeameter	$459		
Constant Head - granular soils - gravel	ASTM D2434 - 6 inch or 9 inch dia permeameter	$845		
Constant Head - granular soils - with loading profile	Modified ASTM D2434	Quote		
Fine grained soils (>10% clay)	ASTM D5856 - 15	Quote		
Strength Testing				
Small Scale Direct Shear				
Natural Fracture or Saw Cut:	ASTM D5607, 2 points (normal traces) or less	$536		
Strain rate of 0.008 in/min	ASTM D5607, 3 or 4 points (normal traces)	$810	0	
	Additional 5th point (normal trace)	$150		
Low Plasticity Remolds & Intacts:	ASTM D3080*, 2 points (normal traces) or less	$526		
Strain rate of 0.0026 in/min to 0.008 in/min	ASTM D3080*, 3 or 4 points (normal traces)	$866		
Medium Plasticity Remolds:	Modified ASTM D3080 (ASTM withdrawn)	$1,054		
Strain rate of 0.0006 in/min to 0.0025 in/min	3-4 point strength envelope			
High Plasticity Remolds [(1)]**:**	Modified ASTM D3080	$1,793		
Strain rate of 0.0002 to 0.0005 in/min	3-4 point strength envelope			
Large Scale Direct Shear	ASTM D3080*/D5607, 2 points or less	$977		
	ASTM D3080*/D5607, 3 or 4 points (normal traces)	$1,681		
Uniaxial Compression	ASTM D2166/D7012 Method C, peak load only	$228		
	ASTM D2166/D7012 Method D, axial deformation	$256	0	
	ASTM D2166/D7012 Method D, with elastic modulii through Strain Measurement	$504	4	$2,014
	ASTM D2845 WK18764 Pulse Velocities (Unstressed)	$182	4	$728
	For PQ size core, add per sample	$109		
Brazilian Disk Tension	ASTM D3967	$126	4	$504
Point Load (standard)	ASTM D5731	$74	10	$741
Point Load (w/ controlled load rate)	ASTM D5732	$86		
Triaxial Compression	ASTM D7012 Method A, peak only	$361		
(Unconsolidated/Undrained for rock)	Residuals, per point (first point included)	$81		
	For PQ size core, add per sample	$127		
Additional Testing				
Surface Roughness Profile	--	$59		
Sulfate Soundness	ASTM D5240	Quote		
Brittleness, Abrasivity	--	Quote		$3,000
Preparation Fees		**Quote**		
Additional lab photos	per photo	$30		
Core drilling (per 6")	BQ / NQ Core	$119		
	HQ Core	$119		
Additional sample prep	per hour	$142		
			TOTAL:	$7,192

CALL & NICHOLAS

Table 2. Cost Estimate - Effluent & Wastewater Pipelines & SR89 Roadway Improvements
Geotechnical Rock Engineering Final Design (PS&E) Phase with Full Roadway Widening

Professional Fees	Hourly Rate	Task 1 Project Management and Coordination		Task 2 Scheduled Meetings		Task 3 Site and Data Reviews		Task 4 Submittal Reviews		Task 5 Special Provisons		Task 6 Review Drawings		Task 7 Review Cost Estimates		Task 8 Constructibility Review		Task 9 Field Exploration		Task 10 Rock Ex and Stability Analysis		Task 11 Geotechnical Design Report		TOTAL	
		Days	Dollars	Days	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days*	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars
D. E. Nicholas, P.E.	$ 336																								
T. M. Ryan, P.E.	$ 330																								
R. C. Barkley, P.E.	$ 271																								
R. W. Pratt, P.E.	$ 330																								
L. R. Standridge, P.E.	$ 330																								
N. A. Asbury, P.E.	$ 275																								
S. D. Cylwik, P.E.	$ 275																								
Senior Engineer/Hydro	$ 271	2.5	$5,420	7.5	$16,260	3	$8,130	2.5	$5,420	1.5	$3,252	1.5	$3,252	1	$2,168	2	$4,336	2	$5,420	1	$2,710	2	$4,336	26.5	$60,704
Engineer V	$ 235																								
Engineer IV	$ 215	1.5	$2,580	5	$8,600	5	$10,750	3.5	$6,020	0.25	$430	2.5	$4,300	1.5	$2,580	2.5	$4,300	5	$10,750	4	$8,600	4	$6,880	34.75	$65,790
Engineer III	$ 196																								
Engineer II	$ 175																	7	$12,250	3	$5,250	4	$5,600	14	$23,100
Engineer I	$ 144																								
Engineer/Geologist	$ 126																								
Senior Technician	$ 136																								
Lab Technician	$ 118					1	$1,180											1	$1,180					2	$2,360
Drafting	$ 114																								
Technical Editor	$ 94									1	$752											2	$1,504	3	$2,256
Clerical	$ 86																	0.5	$430					0.5	$430
Administrative Fees (3%)	3%		$240		$746		$602		$343		$133		$227		$142		$259		$901		$497		$550		$4,640
Subtotal Fees			**$8,240**		**$25,606**		**$20,662**		**$11,783**		**$4,567**		**$7,779**		**$4,890**		**$8,895**		**$30,931**		**$17,057**		**$18,870**		**$159,280**
Expenses																									
Laboratory Testing																			$11,586						$11,586
Expenses					$2,836		$1,236												$3,791						$7,862
Traffic Control																			$10,000						$10,000
Core Drilling (3 holes)																			$45,000						$45,000
Subtotal Expenses					**$2,836**		**$1,236**												**$70,377**						**$74,448**
TOTALS			**$8,240**		**$28,442**		**$21,898**		**$11,783**		**$4,567**		**$7,779**		**$4,890**		**$8,895**		**$101,308**		**$17,057**		**$18,870**		**$233,728**

CALL & NICHOLAS

PS&E Laboratory Testing - SR 89 Granite Dells -- Full Widening

Test Type	Standard	Lab Fee	QTY	Total
Classification and Index Testing				
Moisture Content	ASTM D2216	$27		
Atterberg (Liquid & Plastic) Limits	ASTM 4318 Method A, wet prep (Default)	$253		
	ASTM 4318 Method B, dry prep	$235		
Particle Size Analysis	ASTM D6913/D7928 Wet Sieve (includes Hydrometer)	$403		
	Modified ASTM - Coarse or fine fraction only	$168		
	Bulk Sieve > 5000 grams add	$108		
Specific Gravity	ASTM D854 (- #4 fraction)	$164		
	ASTM C127 (+ #4 fraction)	$140		
	ASTM C128 (- #4 fraction)	$134		
Measured G_s for Hydrometer	ASTM D854, modified for - #10 fraction	$164		
Organic Content (OUTSIDE LAB)	ASTM D2974	$162		
Slake Durability	ASTM D4644	$289		
Standard Proctor Compaction	ASTM D698, Method A or B, 4" mold	$327		
	ASTM D698, Method C, 6" mold	$433		
Modified Proctor Compaction (w/ assumed G_s)	ASTM D1557, Method A, 4" mold	$358		
for measured Gs for Rock Correction add $110	ASTM D1557, Method B, 6" mold	$459		
Bulk Density by suspended weight		$34		
Bulk Density, modified for rock	ASTM D7263 - Method A (wax method)	$89		
Bulk Density, modified for rock	ASTM D7263 - Method B (core method)	$72	6	$432
Minimum Index Density	ASTM D4254 (0.1 cf mold)	$177		
Consolidation	ASTM D2435	$368		
- Sands and low plasticity silts	Time to consolidate per normal less than 2.5 hrs			
- High plasticity silts and clays	Time to consolidate per normal more than 2.5 hrs	$516		
Permeability				
Constant Head - granular soils - sand	ASTM D2434 - 3 inch or 4.5 inch dia permeameter	$459		
Constant Head - granular soils - gravel	ASTM D2434 - 6 inch or 9 inch dia permeameter	$845		
Constant Head - granular soils - with loading profile	Modified ASTM D2434	Quote		
Fine grained soils (>10% clay)	ASTM D5856 - 15	Quote		
Strength Testing				
Small Scale Direct Shear				
Natural Fracture or Saw Cut:	ASTM D5607, 2 points (normal traces) or less	$536		
Strain rate of 0.008 in/min	ASTM D5607, 3 or 4 points (normal traces)	$810	3	$2,429
	Additional 5th point (normal trace)	$150		
Low Plasticity Remolds & Intacts:	ASTM D3080*, 2 points (normal traces) or less	$526		
Strain rate of 0.0026 in/min to 0.008 in/min	ASTM D3080*, 3 or 4 points (normal traces)	$866		
Medium Plasticity Remolds:	Modified ASTM D3080 (ASTM withdrawn)	$1,054		
Strain rate of 0.0006 in/min to 0.0025 in/min	3-4 point strength envelope			
High Plasticity Remolds [(1)]**:**	Modified ASTM D3080	$1,793		
Strain rate of 0.0002 to 0.0005 in/min	3-4 point strength envelope			
Large Scale Direct Shear	ASTM D3080*/D5607, 2 points or less	$977		
	ASTM D3080*/D5607, 3 or 4 points (normal traces)	$1,681		
Uniaxial Compression	ASTM D2166/D7012 Method C, peak load only	$228	6	$1,367
	ASTM D2166/D7012 Method D, axial deformation	$256		
	ASTM D2166/D7012 Method D, with elastic modulii through Strain Measurement	$504	4	$2,014
	ASTM D2845 WK18764 Pulse Velocities (Unstressed)	$182	4	$728
	For PQ size core, add per sample	$109		
Brazilian Disk Tension	ASTM D3967	$126	4	$504
Point Load (standard)	ASTM D5731	$74	15	$1,112
Point Load (w/ controlled load rate)	ASTM D5732	$86		
Triaxial Compression	ASTM D7012 Method A, peak only	$361		
(Unconsolidated/Undrained for rock)	Residuals, per point (first point included)	$81		
	For PQ size core, add per sample	$127		
Additional Testing				
Surface Roughness Profile	--	$59		
Sulfate Soundness	ASTM D5240	Quote		
Brittleness, Abrasivity	--	Quote		$3,000
Preparation Fees		**Quote**		
Additional lab photos	per photo	$30		
Core drilling (per 6")	BQ / NQ Core	$119		
	HQ Core	$119		
Additional sample prep	per hour	$142		
			TOTAL:	$11,586

July 31, 2025

Mr. Andrew Baird, P.E.
Kimley-Horn
101 West Goodwin Street, Suite 303
Prescott, Arizona 86303

Re: Effluent & Wastewater Pipelines & SR89 Improvements: Final Design Phase – Scope of Work and Cost Estimate for Public Involvement Services

Mr. Baird:

Beta Public Relations (BetaPr) respectfully submits this scope of work and cost estimate for Public Involvement Services for the City of Prescott's Effluent & Wastewater Pipelines & SR89 Improvements: Final Design Phase. The project consists of public outreach and involvement efforts to educate, involve, notify and obtain feedback from local stakeholders and the Prescott Community related to the final design of this project.

Due to the high-profile nature of this project, public involvement is critical for gathering data, managing perception and shaping the final design of the project. We have developed a comprehensive approach to public outreach for the Prescott Community. Outlined below are the tasks associated with the project. If necessary, we can adjust any task you see below. Note that only tasks or direct expenses undertaken will be billed.

Project Task	Estimated Cost
Task 1 – Project Notification Flier Design and Production BetaPr will design and produce up to four (4) project notification fliers for distribution. The fliers will be designed to provide updates on the project, invite stakeholders to the neighborhood and public meetings, and highlight avenues to obtain additional project information and stay informed throughout final design.	$3,200.00
Task 2 – Project Notification Flier Mailing and Distribution The fliers can be mailed to stakeholders who live directly along the project corridor, or bulk mailed to saturate further areas. In addition to this distribution, the fliers can be available at City Hall, Public Works office and the Prescott Library for stakeholders around the City to obtain.	$800.00
Task 3 – Newspaper Advertisement Design and Publication To reach a broader audience, BetaPr will design and publish four (4) newspaper advertisements in each of the *Daily Courier, Prescott Valley Tribune and Chino Valley Review,* totaling 12 newspaper advertisements in total. The newspaper advertisements will be designed to mirror the project notification fliers.	$1,600.00
Task 4 – Press Releases and Social Media Support BetaPr will develop press releases and social media campaigns throughout the design phase to provide information about the status of the project, invite stakeholders to meetings and provide milestone updates. BetaPr will coordinate with the City Manager's Office to disseminate all media releases through internal City social media and communications channels, and will leverage their media contacts for mass coverage.	$1,500.00

Task 5 – Virtual Meeting Room Maintenance BetaPr will maintain the existing Virtual Meeting Room. The meeting room can be populated with project information, displays, maps, videos, educational elements and other project-specific materials. The meeting room allows stakeholders to obtain pertinent project information, interact with project displays, view videos, provide feedback, share contact information for future communication and learn more about the project as long as they have access to a computer or mobile device with internet access.	$12,000.00
Task 6 – Project Email Address Maintenance BetaPr will maintain the existing project email address throughout the final design phase. Emails will be documented and answered during the course of the design phase with all issues/questions directed immediately to the project team for resolution if necessary.	$4,000.00
Task 7 – Public Comments Log A Public Comments Log documenting all project emails received and the resolution of those inquiries will be provided to the project team as part of the Public Relations Updates highlighted in Task 8.	$1,300.00
Task 8 – Public Relations Updates and Project Team Meetings BetaPr will attend project team meetings and produce Public Relations Updates as needed throughout the design phase. Public Relations Updates will provide analytics from the Virtual Meeting Room and project website, highlight any public outreach tasks planned or completed, and highlight public comments and media updates. Project team meetings can be attended in-person or virtually, depending on what is feasible.	$4,000.00
Task 9 – eNews Releases and Database Development The main vehicle for disseminating project information will be the eNewsletter, or eNews. eNews will be distributed electronically to interested parties, businesses, stakeholders and the media on an as-needed basis to alert the community of survey operations, provide project updates, highlight engagement opportunities and invite stakeholders to attend the public meetings. The existing project database generated from the pre-design and DCR phases (465 current contacts) will continue to be updated to include any new interested party contacts for future eNews communications.	$7,000.00
Task 10 – Project Website Maintenance The pre-existing project website *(www.sr89improvements.com)* will continue to be maintained and populated with project-specific information, a link to the Virtual Meeting Room, digital engagement opportunities, an eNews sign-up form, and additional resources to help stakeholders understand the project.	$5,000.00

Task 11 – Facilitate Public and Neighborhood Meetings BetaPr will facilitate two public meetings and one neighborhood specific meeting to present the project design to stakeholders. One meeting will be designed specifically for residents who live directly within the project corridor, with two meetings geared towards the entire Prescott community. The meetings will include sign-in sheets, comment forms and project displays to help stakeholders visualize the improvements. Facilitation includes acquiring a venue, producing meeting materials/displays, assisting with presentations, and meeting set-up and take-down. A comprehensive public meeting summary will be created and provided to the team compiling all comments and input received at each meeting.	$7,500.00
Task 12 – Education Campaign BetaPr will undertake a series of educational campaigns as part of the design phase. Educational campaigns will inform stakeholders on various project elements and how they are designed to allow a greater understanding of the project. The campaigns can educate the community on topics such as: rock removal techniques, how a traffic study is performed, effluent and wastewater infrastructure and more. These campaigns will be a combination of digital assets (FAQ's, press releases, etc.) and video creations featuring project team members explaining/performing the work. These campaigns are designed to educate the community, so they understand the tasks the Project Team is undertaking. Additionally, they will help to visualize and humanize our project and team.	$3,000.00
Task 13 – Miscellaneous Graphic Design Services BetaPr will provide graphic design services to create any project maps, displays, stakeholder meetings materials, FAQs, graphics or educational materials needed for this project.	$2,000.00
Total Estimated Labor Expenses	**$52,900.00**

Direct Expenses	Estimated Cost
Notification Flier Printing – 10,000 pieces* x $0.50 per piece (2,500 per notification flier) ** Includes mailings and copies to be displayed in City facilities.*	$5,000.00
Postage – 8,000 pieces* x $0.73 per piece (2,000 per notification flier) ** Includes direct and bulk mail postage as directed by the project team.*	$5,840.00
Newspaper advertising fee – 12 publication runs in the *Daily Courier, Prescott Valley Tribune and Chino Valley Review*	$6,000.00
Public Meeting Display Printing – Ten 24" x 36" Displays Printed	$1,500.00
Digital Marketing Suite* – $90.00 per month x 12 months ** Digital Marketing Suite includes website, email address and eNewsletter service.*	$1,080.00
Total Estimated Direct Expenses	**$19,420.00**

Total Estimated Project Cost **$72,320.00**

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with Kimley-Horn to provide effective public involvement support throughout the final design phase of the Effluent & Wastewater Pipelines & SR89 Improvements.

Sincerely,

Conner Cassens
Vice President/Sr. Project Manager
BetaPr

ENGINEERING & TESTING CONSULTANTS, INC.
❖417 N. Arizona Street ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: *8/13/2025*

Client: ***Kimley-Horn***

Client Address: ***101 W. Goodwin Street, STE 303***
Prescott, AZ 86303

Phone: ***c: (602) 620-3785***

Email: ***Andrew.Baird@Kimley-Horn.com***

Authorized Representative or Person to Contact: ***Andrew Baird, P.E.***

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:

EFFLUENT & WASTEWATER PIPELINES & SR89 IMPROVEMENTS - PRESCOTT: ETC will perform thirty (30) additional borings at locations provided to us to a depth of 9.5 feet, or to auger refusal.

We anticipate attending at least two meetings before and/or after completion of the fieldwork. ETC will coordinate utility location services for all borings. We understand all borings are to be performed at night, so rates for nights and weekends has been included.

A revised final report will be prepared with the results of all forty (40) borings, laboratory test results, discussion of subsurface conditions encountered, and will provide recommendations for site grading/earthwork, utility backfill, and pavement structural sections.

The Geotechnical Engineering report will be provided for a lump sum fee as shown below. Any other requested 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: $ *28,900.00*

SCHEDULE: Start Date: Upon receipt of signed contract Completion Date: Approx. 5-6 weeks after field work

Any schedule stated herein is specifically subject to the conditions and agreements set forth on the following pages hereof.

Client _____

By _____

Date _____

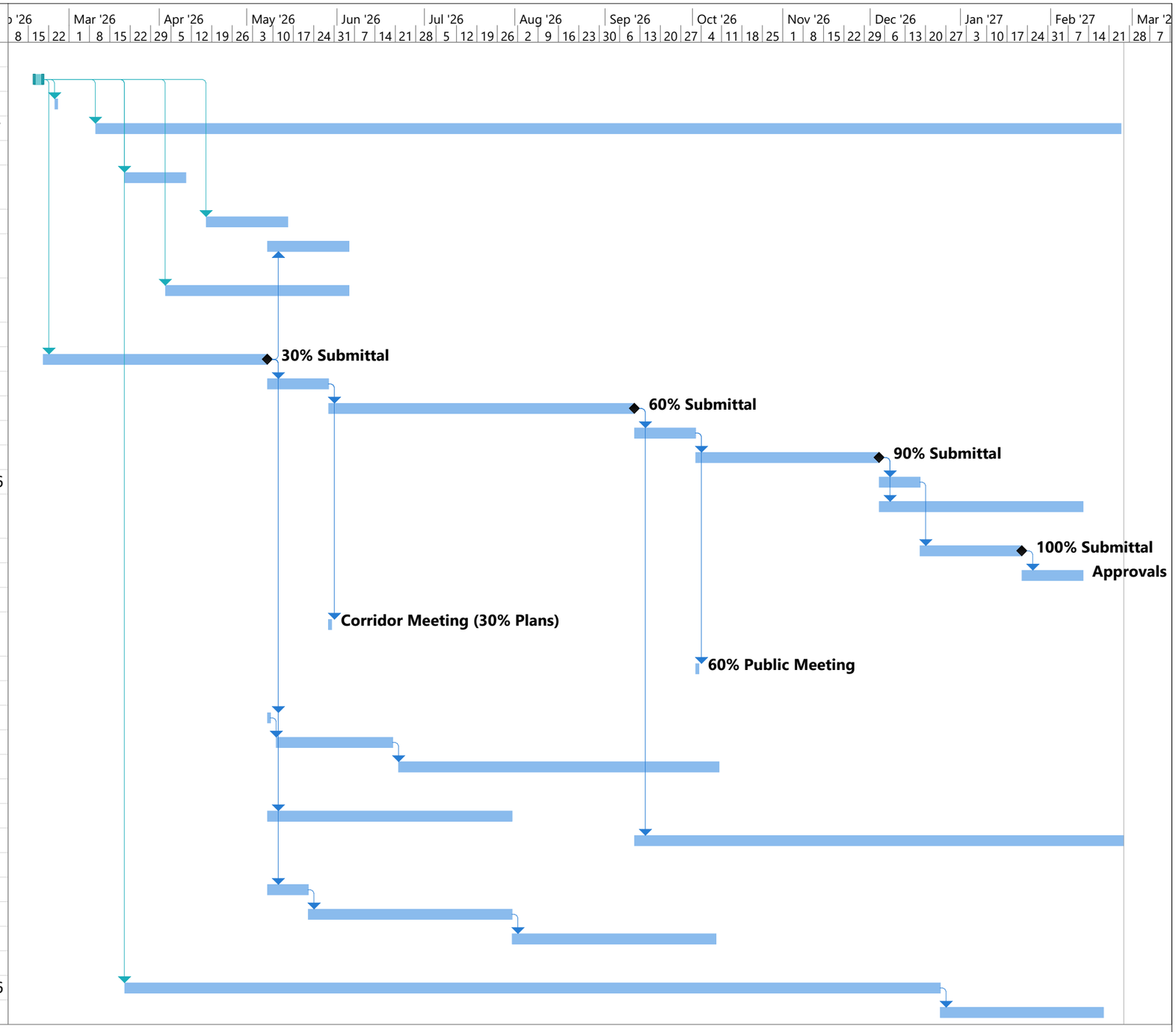
ENGINEERING & TESTING CONSULTANTS

By Rick Kerr
Authorized Representative

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona St., Prescott, AZ 86301

Appendix B
Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Management**			
2		Council Award/NTP	3 days	Tue 2/17/26	Thu 2/19/26
3		Kick Off Meeting	1 day	Tue 2/24/26	Tue 2/24/26
4		Project Management	252 days	Tue 3/10/26	Wed 2/24/27
5		**Field/Data Collection**			
6		Supplemental Data Collection	15 days	Fri 3/20/26	Thu 4/9/26
7		Supplemental Survey	20 days	Fri 4/17/26	Thu 5/14/26
8		Utility Designating/Potholing	20 days	Fri 5/8/26	Thu 6/4/26
9		Geotechnical Investigation/Report	45 days	Fri 4/3/26	Thu 6/4/26
10		**Design**			
11		30% Submittal	55 days	Fri 2/20/26	Thu 5/7/26
12		Agency Review	15 days	Fri 5/8/26	Thu 5/28/26
13		60% Submittal	75 days	Fri 5/29/26	Thu 9/10/26
14		Agency Review	15 days	Fri 9/11/26	Thu 10/1/26
15		90% Submittal	45 days	Fri 10/2/26	Thu 12/3/26
16		Agency Review	10 days	Fri 12/4/26	Thu 12/17/26
17		ADEQ Review (Effluent / WW Line)	50 days	Fri 12/4/26	Thu 2/11/27
18		100% Submittal	25 days	Fri 12/18/26	Thu 1/21/27
19		Approvals	15 days	Fri 1/22/27	Thu 2/11/27
20		**Outreach**			
21		Corridor Meeting (30% Plans)	1 day	Fri 5/29/26	Fri 5/29/26
22		60% Public Meeting	1 day	Fri 10/2/26	Fri 10/2/26
23		**Land / Right of Way**			
24		TCE / ROW Needs	1 day	Fri 5/8/26	Fri 5/8/26
25		Legals/Exhibits	30 days	Mon 5/11/26	Fri 6/19/26
26		Acquisition	80 days	Mon 6/22/26	Fri 10/9/26
27		**Drainage/Environmental**			
28		Biological/Cultural	60 days	Fri 5/8/26	Thu 7/30/26
29		No-Rise/CLOMR	120 days	Fri 9/11/26	Thu 2/25/27
30		**Utility Coordination**			
31		Conflict Identification	10 days	Fri 5/8/26	Thu 5/21/26
32		Utility Relocation Design	50 days	Fri 5/22/26	Thu 7/30/26
33		Utility Relocation	50 days	Fri 7/31/26	Thu 10/8/26
34		**CMAR**			
35		Pre Construction	200 days	Fri 3/20/26	Thu 12/24/26
36		GMP	40 days	Fri 12/25/26	Thu 2/18/27



Project: Glassford Schedule
Date: Mon 2/2/26

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

Kimley»Horn

February 2, 2026

Scott D. Balck
Capital Projects Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

Re: **Scope for Professional Consulting Services: CIP #2110-001- Effluent & Wastewater Pipelines & SR 89 Improvements Alternative 3B – Design Phase Services**

Dear Mr. Balck:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope to the City of Prescott (City) to provide preliminary/final design, and construction documents for the Effluent & Wastewater Pipeline & SR89 Alternative 3B improvements. This scope of services is presented by Kimley-Horn at the request of the City.

PROJECT UNDERSTANDING

State Route 89 is both a major corridor for traffic and wastewater centralization. The goal of this project is to complete a key section of the centralization project and identify, design and construct necessary roadway improvements to address safety and operations through the corridor.

Alternative 3B roadway components consist of reconstruction of the existing roadway with a full five-lane section for the entire corridor along with the following safety improvements:

- Roundabout near Old SR89A Loop Road South
- Roundabout near Twisted Trail
- Left-In-Left-Out (LILO) at Canyon View Drive
- Frontage Road and access consolidation between Canyon View Drive and Willow Lake Road Roundabout
- Sight visibility improvements
- Right-in-right-out only conditions throughout the corridor
- Convert Old SR89A Loop Road to one way

Scope of Services

Following the Project Scoping Report dated March 1, 2024 along with supplemental items discussed with City staff our team offers the following services: Project Management, Final Design, Construction Documents, and subconsultant services including: Effluent and Wastewater Design/Modeling, Subsurface Utility Engineering, Geotechnical Engineering and Public Outreach.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Kimley Horn will provide Project Management and Coordination through the duration of the design phase of the project. This includes the following:

- Project Meetings. The following meetings are anticipated:
  - Project Kick Off Meeting
  - Stakeholder/Public Meetings (3)
  - Progress and Comment Resolution Meetings (4)
  - Bi-Monthly Project Meetings (24)
  - Internal Team Meetings (24)
  - Utility Coordination Assistance
  - Council Presentations (2)
- Project Site Visit and Site Walk
- Regular coordination with the project team.

Kimley-Horn will develop a detailed project schedule outlining major tasks and preliminary submittal dates with City review time, as part of this scope and regular project schedule update highlighting any changes to the approved project schedule.

QC/QA throughout duration of project.

Regular coordination with the project team.

Kimley Horn will assist the City during the GMP negotiations. This includes responses to questions, quantity reconciliation and GMP review.

Sections from City Scoping Report:

1 – Project Kick Off
2 – Design Schedule
9 – Utility Research and Coordination
16 – Pre-Final (90%) Design Meeting
17 – Final Concept Stakeholder/Public Meeting
21 – Monthly Progress Meetings

TASK 2: FINAL CONSTRUCTION DOCUMENTS

Kimley Horn will use the Maricopa Association of Governments (MAG) standard specifications and the City supplement to MAG specifications. Kimley-Horn will prepare special provisions for work that would be required outside of the city and MAG standard specifications. Design Plans shall be in accordance with the City General Engineering Standards (Dated 7/16).

Kimley Horn will produce Construction Documents that will include the followings sheets (by discipline):

2.1 - Roadway Design

Kimley-Horn will provide roadway design along SR89 from the Willow Lake Road Roundabout through the Phippen Trail Roundabout.

Kimley-Horn will establish a roadway construction centerline based on the existing right of way mapping and stationing.

Kimley-Horn will prepare roadway plans at a 20-scale. The following sheet list is anticipated for the final construction documents:
Kimley Horn will produce Construction Documents that will include the followings sheets:

- Cover Sheet (1)
- Legend & Notes Sheet (4)
- Typical Section Sheets (2)
- Detail Sheets (8)
- Geometric Control Sheets (2)
- Demolition Sheets (16)
- Roadway Plan and Profile Sheets (62)
- Roundabout Sheets (6)
- Intersection Staking Sheets (4)
- Erosion Control Sheets (20)
- Cross Section Sheets (20)
- Driveway Crossroads/Grading (12)

Kimley-Horn will prepare a 3D proposed roadway surface in AutoCAD Civil 3D and develop cut and fill lines as well as earthwork quantities.

Kimley-Horn will prepare a Roundabout Design Report and Roadway Design Report with the 60% Design Plans.

2.2 - Drainage Design

Kimley-Horn will evaluate the existing drainage conditions and update recommended improvements to the system (flow, velocity and capacity). Kimley-Horn will evaluate the peak discharges reaching the drainage systems along SR89. Curb and roadside ditch capacity may require additional underground storm drain to meet City requirements. The post-project analysis will be compared to the pre-project condition. No offsite drainage analysis will be completed for outside the project limits.

The existing Willow Creek Box Culvert shall be extended to allow for the outside roadway widening. As Willow Creek is within the FEMA Floodway a CLOMR and/or No-Rise Analysis shall be required. The CLOMR shall include the necessary environmental documents necessary for FEMA review.

Kimley-Horn will prepare storm drain plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Storm Drain Plan & Profile sheets (12)
- Box Culvert Plans (2)
- Lateral Profile sheets (2)

A Final Drainage Report will be submitted with the Final 90% deliverable.

2.3 - Signing/Pavement Marking & Lighting

Kimley-Horn will prepare signing and pavement marking plans along SR89 from the Willow Lake Road Roundabout through the Phippen Trail Roundabout. It is assumed the signing and pavement marking design will be in accordance with MUTCD and MAG standards.

Kimley-Horn will provide dark sky compliant lighting and photometric plans for the roundabouts.

Kimley-Horn will prepare signing and marking plans at a 40-scale. The following sheet list is anticipated for the final construction documents:

- Signing and Marking General Notes Sheet (1)
- Signing and Marking Plan Sheets (16)
- Lighting and Photometric Plans (12)

It is anticipated that this project would be constructed in several different phases.

2.4 Structures Design

Kimley-Horn will prepare retaining wall plans and calculations for the SR89 roadway improvements. The plans will include typical sections and typical details necessary for the construction of the retaining walls as well as full plan and elevation details of each wall. It is assumed all the retaining walls will be concrete masonry or concrete cantilever wall on concrete footings. This scope includes up to 2,100 linear feet of wall with an average height of 8-feet and a maximum retaining wall height of 14-feet. Designs for the retaining walls will be based on AASHTO LRFD Bridge Design Specifications, 8th Edition (2017) with interims. The soil values will be based on the Geotechnical report for the project.

Kimley-Horn will prepare retaining wall plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Retaining Wall General Notes and Detail Sheet (1)
- Retaining Wall Plan and Elevation Sheets (9)

2.5 Landscape and Landscape Irrigation Restoration

Kimley-Horn will visit the site to inventory and locate existing conditions including:

- Plant Material
- Site furnishings

Kimley-Horn will gather information at all tie in points where this project meets existing conditions. We will meet with City staff including maintenance department to understand current standards, goals, and desired equipment.

Kimley-Horn will prepare landscape plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Planting and site furnishings notes and details sheets (2)
- Planting Plans using City and ADWR approved plant list (6)

2.6 - Environmental Review

This task assumes that the environmental review area is the existing City right-of-way (ROW) on SR 89 from milepost (MP) 316.16 (Willow Lake Road) to 318.48 (Phippen Trail) with the exception of a proposed ~18 acre staging area at Willow Lake Road. The project does not include federal funding or federal lands and funding will be local. Kimley-Horn will prepare the following environmental studies.

Biological Evaluation

Kimley-Horn will prepare a Biological Evaluation (BE) for the project area. Kimley-Horn will obtain and review an Official Species List for the project area from the U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Consultation (IPaC) system to determine if threatened, endangered, proposed, and/or candidate species may occur in the project vicinity.

The Arizona Game and Fish Department (AGFD) on-line environmental review tool (OERT) report will be obtained to determine special status species are known to occur in the project vicinity. Kimley-Horn's biologists will conduct one site visit to document site characteristics with ground photography. An analysis of effects, determination of effects and USFWS/Agency consultation requirements will be documented in the BE. State sensitive species, noxious and invasive species, and the Migratory Bird Treaty Act, and any required mitigation measures will be discussed (as applicable). Kimley-Horn will assess potential impacts to listed species and make recommendations for future surveys/detailed assessments/mitigation measures (if applicable). Kimley-Horn will submit the draft BE to the Client for review and one (1) round of comments. Kimley-Horn will finalize the BE based on the Client's comments.

Clean Water Act (CWA) Memorandum

Based on the current definition of Waters of the U.S. (WOTUS), the aquatic features within the project limits would not qualify as (WOTUS) as they appear to be non-relatively permanent waters (non-RPWs). Kimley-Horn will identify boundaries of these aquatic features based on aerial interpretation, U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) - Strahler Stream Order, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) dataset, and U.S. Environmental Protection Agency (EPA) Waters GeoViewer. Aquatic features will be spot checked in the field to confirm the desktop review results. Representative ground photographs will be taken. Kimley-Horn will prepare supporting documentation addressing methodology and results of the evaluation and will include the following:

- CWA Memorandum
- Desktop Aquatic Features and Delineation Map
- USGS National Hydrography Dataset Strahler Stream Order Map, as applicable
- Antecedent Precipitation Tool
- Streamflow Duration Assessment Method (SDAM) (one SDAM for all aquatic features)
- Ground Photographs

Kimley-Horn will submit the draft CWA Memorandum to the Client for review and one (1) round of comments. Kimley-Horn will finalize the CWA Memorandum based on the Client's comments. If requested by the Client, this documentation will be submitted to the U.S. Army Corps of Engineers (Corps) for concurrence. We anticipate the Corps' response (if they respond) will be via email concurring that aquatic features onsite are non-RPWs and/or excluded features and therefore not WOTUS. The Corps will not prepare an Approved Jurisdictional Determination (AJD) and this submittal will not be sufficient for review as a request for an AJD.

Cultural Resources

Kimley-Horn will conduct a Class I records review and a Class III survey of the project area. Based upon a review of the Arizona State Museum's (ASM) online AZSITE database, the project area was last surveyed more than 15 years ago.

Kimley-Horn will examine records in the ADOT Historic Preservation Team (HPT) Portal and the ASM online AZSITE database and records housed at ASM's Archaeological Record's Office (ARO) to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within and adjacent to the project area. The National Register Information System database also will be checked for National Register of Historic Places (NRHP)-listed properties within or adjacent to the project area. Following completion of the literature review, Kimley-Horn will conduct a Class III cultural resource survey of the project area.

Kimley-Horn will prepare a report that includes the results of the literature review and fieldwork. Kimley-Horn will submit the draft Class III report to the Client for review and one (1) round of comments. Kimley-Horn will finalize the Class III report based on the Client's comments. This scope assumes that no more than 6 cultural resources will be identified during the survey. If additional sites are found a change order will be required.

2.7 - Project Estimate and Specifications

Kimley-Horn will provide Special Provisions and Opinion of Probable Cost at each milestone submittal.

Kimley Horn will prepare a 30%, 60%, 90% and 100% submittal. At each submittal, Kimley Horn will provide the following documents to the City electronically.

- Plan Set
- Engineer's Opinion of Probable Cost
- Special Provisions

Upon plan approval by the city, Kimley-Horn will provide the following 'bid-ready' documents:

- Sealed Plan Set
- Sealed Engineer's Opinion of Probable Cost
- Sealed Special Provisions
- Sealed Design Reports
- Electronic Versions of Files (Autocad, PDF, Word and Excel)

Design Deliverables of the Project Scoping Report

11 – Preparation of (30%) Design
12 – Preparation of (60%) Design
13 – Preparation of Draft-Final (90%) Plans, Specifications, and Estimate for Submittal to City and Utility Companies
15 – Preparation of Easement Legal Descriptions and Map/Drawings
18 – Preparation of Final (100%) Plans, Specifications, Design Reports, Bid Schedule and Engineers Estimate

TASK 3: SUBCONSULTANT TASKS
SUBCONSULTANT SERVICES

3.1 – EFFLUENT & WASTEWATER PIPELINE DESIGN (LYON)

Lyon Engineering and Surveying Inc. will provide preliminary and final design for the effluent and Wastewater mains through the SR89 corridor. This task also includes coordinating with the utility companies, coordinating the SUE investigation, and performing any supplemental topographic surveying. **See Full Scope of Services included in Appendix A.**

3.2 – UTILITY DESIGNATING (T2)

T2 Utility Engineers will provide utility designating throughout the project site. This task includes surveying the pothole locations and depths. Potholing is included as an allowance. **See Full Scope of Services included in Appendix A.**

3.3 – GEOTECHNICAL ENGINEERING (CNI)

Call and Nicholas, Inc. will provide subsurface and field support services. These services will continue to support the design efforts planning the excavation and rock removal necessary for the utility and roadway improvements through the corridor. **See Full Scope of Services included in Appendix A.**

3.4 – PUBLIC OUTREACH (BETA PR)

Beta PR will provide public outreach, public meeting services for the meetings to be advertised and held at the 30% and 60% design phases, and maintenance of the project website and email. **See Full Scope of Services included in Appendix A.**

3.5 – GEOTECHNICAL ENGINEERING (ETC)

Engineering & Testing Consultants, Inc will provide additional borings and laboratory tests on the subsurface soil. A final geotechnical report will be prepared based on the results of all borings and laboratory test results. **See Full Scope of Services included in Appendix A.**

TASK 4: ALLOWANCES

4.1 – GENERAL ALLOWANCES

Allowances are included for potential unknown tasks that may be required subsequent to commencement of the Final Design. Work will not start or be billed until authorized by the City Project Manager.

4.2 – POTHOLING ALLOWANCE

Allowance includes up to 100 potholes to be confirmed at the 30% Design Phase.

EXCLUSIONS

The following items/services are not included in this scope of work and fee proposal. If these items/services are determined to be required, a separate agreement by contract amendment or new contract shall be coordinated between the City of Prescott and Kimley-Horn.

- Construction Administration

LIMITATIONS ON COST ESTIMATING

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

SCHEDULE

The Milestone Dates listed below are preliminary and subject to change. Kimley-Horn will make every effort to meet the schedule agreed upon with the Client.

Milestone	Date
Project Notice to Proceed	February 2026
30% Design	May 2026
60% Design	September 2026
90% Design	December 2026
100% Plans, Specs, Estimates Complete	January 2027

See Appendix B for a detailed schedule.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 thru 3 for the total lump sum labor fee below. All permitting, application and similar project fees will be paid directly by the City.

Task 1 Project Management/Coordination	$260,450
Task 2 Final Construction Documents	$1,018,300
Task 3 Subconsultant Services	$885,698
Total Lump Sum Labor Fee	$2,164,448
Direct Expenses	$8,000
Total Labor Fee	**$2,172,448**
Allowances	$300,000
Total Including Allowances	**$2,472,448**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Andrew Baird, P.E.
Project Manager

David Leistiko, P.E.
Senior Vice President

CIP #2110-001 - Effluent & Wastewater Pipeline
& SR 89 Improvements Design Phase - Alternative 3B

Kimley»Horn

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS		BILLING RATE/HOUR	TOTAL
Senior Project Manager	-	$	250.00	$ -
Project Manager	972	$	235.00	$ 228,420
Sr. Project Engr	1,086	$	215.00	$ 233,490
Project Engr	1,180	$	195.00	$ 230,100
Engr/Designer	1,422	$	170.00	$ 241,740
Technician/Drafter	2,300	$	150.00	$ 345,000
Administrative	-	$	125.00	$ -
	6,960	Hours		
			Subtotal Kimley-Horn Design Base Fee	$ 1,278,750

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm		Cost	Compensation Method
Lyon - Topo Survey	$	456,630	
T2 - SUE	$	94,120	
CNI - Geotechnical	$	233,728	
Beta PR - Public Outreach	$	72,320	
ETC - Geotechnical	$	28,900	
		Subtotal Estimated Outside Services	$ 885,698

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	$	1,500	
Agency Review Fees	$	6,500	
		Subtotal Estimated Expenses	$ 8,000

ALLOWANCES

General Allowances	$	200,000	
Additional Potholing	$	100,000	
		Subtotal Allowances	$ 300,000

TOTAL PROJECT COST **$ 2,472,448**

Consultant Firm Signature

2/2/26
Date

City of Prescott
CIP #2110-001 - Effluent Wastewater Pipeline
SR 89 Improvements Design Phase - Alternative 3B

Fee Proposal

			PM	Sr. Engr.	PE/Prof	Engr/Design	Tech	Admin	Totals
TASK DESCRIPTION	**Sheets**	**SUBTOTAL**	**$ 235.00**	**$ 215.00**	**$ 195.00**	**$ 170.00**	**$ 150.00**	**$ 125.00**	
1. Project Management/Coordination		**$ 260,450.00**	**482**	**304**	**212**	**134**	**118**	**-**	**1,250**
Project Kick off Meeting		$ 1,800.00	4	4					8
Stakeholder/Public Meetings (3 Mtgs)		$ 19,500.00	30	30			40		100
Project Schedule		$ 2,660.00	8		4				12
QA/QC		$ 29,700.00	20	80	40				140
Subconsultant Plan Review/Coordination		$ 17,200.00	40		40				80
Project Site Walk		$ 3,170.00	8	6					14
Comment Resolution Meetings (4 Mtgs)		$ 7,440.00	12	12		12			36
Develop Pothole List & Coordination		$ 2,750.00	2		4		10		16
Bi Monthly Project Meetings (24 Total)		$ 20,640.00	48		48				96
Internal Team Meetings (24 Total)		$ 36,960.00	48	48		48	48		192
General Coordination		$ 35,040.00	96		64				160
CMAR Coordination		$ 22,700.00	60	40					100
Utility Coordination Assistance		$ 5,560.00		4		10	20		34
Council Presentations (Assume 2)		$ 9,670.00	12	2	12	24			50
Design Team Coordination		$ 15,850.00	40	30					70
CMAR Coordination		$ 12,210.00	30	24					54
Attend the Pre-Construction Meeting		$ 1,800.00	4	4					8
Review GMP		$ 15,800.00	20	20		40			80
2. Final Construction Documents (30%, 60%, 90%, 100%)	**255**	**$ 1,018,300.00**	**490**	**782**	**968**	**1,288**	**2,182**	**-**	**5,710**
2.1 Roadway Design	**167**	**$ 599,150.00**	**240**	**360**	**586**	**904**	**1,316**	**-**	**3,406**
Cover Sheet	1	$ 2,310.00		2		4	8		14
Legend & Notes Sheet	4	$ 3,030.00		2		10	6		18
Typical Sections Sheets	2	$ 5,450.00		4	10	12	4		30
Miscelleneous Details Sheets	8	$ 6,870.00		2	12	10	16		40
Geometric Control Sheet	2	$ 7,950.00	4	6		16	20		46
Paving Plan & Profile Sheets	62	$ 350,900.00	120	160	340	600	800		2020
Roundabout Sheets	6	$ 72,640.00	24	80	80	60	160		404
Demolition Sheets	16	$ 10,430.00	2	8		22	30		62
Intersection Staking Sheets	4	$ 15,170.00	10	16	24	10	20		80
Driveway / Crossroad Grading	12	$ 16,920.00	24			24	48		96
Erosion Control Sheets	30	$ 30,540.00	12	24		48	96		180
Cross Sections	20	$ 31,200.00	24		48		108		180
3D Model & Earthwork		$ 22,760.00	4	20	48	48			120
Roundabout Design Report		$ 10,860.00	8	20	24				52
Roadway Design Report		$ 12,120.00	8	16		40			64
2.2 Drainage Design	**16**	**$ 112,650.00**	**64**	**94**	**88**	**102**	**286**	**-**	**634**
Hydrology & Hydraulics		$ 20,990.00	4	10	20	40	48		122
Drainage Report		$ 15,990.00	8	14	20		48		90
Storm Drain Plan and Profile	12	$ 30,600.00	24	24	12	18	96		174
Box Culvert Plans	2	$ 14,480.00	8	12	12	24	24		80
Lateral Profile Sheets	2	$ 14,660.00	8	10	14	20	30		82
CLOMR/No Rise Analysis		$ 15,930.00	12	24	10		40		86
2.3 Signing/Pavement Marking	**46**	**$ 94,120.00**	**48**	**84**	**88**	**116**	**186**	**-**	**522**
Legend & Notes Sheet	2	$ 4,200.00	6	6			10		22
Signing and Marking Sheets	30	$ 55,960.00	24	48	64	56	120		312
Signing and Marking Details	2	$ 5,940.00	6	6		12	8		32
Lighting and Photometric Plans	12	$ 28,020.00	12	24	24	48	48		156

City of Prescott
CIP #2110-001 - Effluent Wastewater Pipeline
SR 89 Improvements Design Phase - Alternative 3B

Fee Proposal

TASK DESCRIPTION	Sheets	SUBTOTAL	PM $ 235.00	Sr. Engr. $ 215.00	PE/Prof $ 195.00	Engr/Design $ 170.00	Tech $ 150.00	Admin $ 125.00	Totals
2.4 Structures Design	**10**	**$ 72,760.00**	**50**	**114**	**80**	**70**	**60**	**-**	**374**
Wall Design/Calculations/Reports		$ 22,580.00	12	24	40	40			116
Coordination with Geotechnical Engineer		$ 5,440.00	14	10					24
Wall Plans and Details	10	$ 33,140.00	24	40	40	30	40		174
Geotechnical Coordination		$ 11,600.00		40			20		60
2.5 Landscaping/Irrigation	**16**	**$ 39,120.00**	**28**	**20**	**36**	**56**	**78**	**-**	**218**
Legend & Notes Sheet		$ 2,530.00	2	4			8		14
Landscaping Sheets	12	$ 33,000.00	24	12	36	48	64		184
Landscaping Details	4	$ 3,590.00	2	4		8	6		20
2.6 Environmental		**$ 49,360.00**	**28**	**42**	**50**	**-**	**160**	**-**	**280**
Biological Evaluation		$ 11,360.00	10	14			40		64
Clean Water Act Memorandum		$ 14,190.00	12	18			50		80
Cultural Class III		$ 23,810.00	6	10	50		70		136
2.7 Project Estimate and Specifications		**$ 51,140.00**	**32**	**68**	**40**	**40**	**96**	**-**	**276**
Quantities/Estimate		$ 27,380.00	8	20		40	96		164
Specifications		$ 23,760.00	24	48	40				112
SUBTOTAL DIRECT LABOR	**255**	**$ 1,278,750.00**	**972**	**1,086**	**1,180**	**1,422**	**2,300**	**-**	**6,960**
3. SUBCONSULTANTS SERVICES									
3.1 Effluent & Wastewater Pipeline Design (Lyon)		**$ 456,630.00**							
Utility Plans		$ 387,850.00							
Supplemental Survey/ROW Exhibits		$ 67,780.00							
Expenses		$ 1,000.00							
3.2 Utility Designating (T2)		**$ 94,120.00**							
SUE		$ 94,120.00							
3.3 Geotechnical Engineering (CNI)		**$ 233,728.00**							
Supplemental Geotechnical Services		$ 233,728.00							
3.4 Public Outreach (Beta PR)		**$ 72,320.00**							
Public Outreach Services		$ 72,320.00							
3.5 Geotechnical Engineering (ETC)		**$ 28,900.00**							
Borings/Final Geotechincal Report		$ 28,900.00							
SUBTOTAL SUBCONSULTANT TASKS		**$ 885,698.00**							
4. ALLOWANCES									
General Allowances		**200,000.00**							
Additional Potholing		**100,000.00**							
SUBTOTAL ALLOWANCE TASKS		**$ 300,000.00**							
EXPENSES									
Miscellaneous Expenses		$ 1,500.00							
CLOMR Review Fee		$ 6,500.00							
EXPENSES SUBTOTAL		**$ 8,000.00**							
CONTRACT TOTAL		**$ 2,472,448.00**							

Appendix A
Subconsultant Proposals

Effluent and Wastewater Pipelines and SR89 Improvements City Project No.CIP 2110-001 Scope of Work

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Appendix A – Consultant Fees

Overview

Design services for the City of Prescott (City) Effluent and Wastewater Pipelines and SR89 Improvements (Project) will be performed by a consultant team led by Lyon Engineering and Surveying, Inc. (Engineer) and (Surveyor).

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

- Basic Services
  - Task Series 1000, Project Management
  - Task Series 2000, Pre-Design
  - Task Series 3000, Effluent and Wastewater Pipelines
- Special Services
  - Task Series 4000, Special Services
- Other Direct Costs

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

- Land Surveying
  - Land Surveying through the proposed project corridor for supplemental topography, to develop a base CAD file and update project control as needed

- Final Design for Effluent and Wastewater
  - 7,400 LF 24” Gravity Sewer Main
  - 2,500 LF 26” Sewer Force Main
  - 9,200 LF 24” Effluent Main

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

Firm	Services/Disciplines
Lyon Engineering and Surveying, Inc.	Prime Engineer, Project Management, Site Design, Civil Design, Land Surveying, Permitting, Construction Administration
Water Works Engineers	Effluent and Sewer Modeling and Design Report

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.

- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing water, sewer, and roadways. The Engineer shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required support surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding City's utilities (existing and/or proposed) near the project site.
- Furnish copy of previous soils report (as available).
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.
- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Title reports for private and City properties per a list of parcels submitted by the Engineer.

Basic Services

Task Series 1000 Project Management

Task 1100 General

Under this task the Engineer shall perform general project management and administration tasks. The Engineer will monitor and track the project budget, schedule and quality to ensure that all deadlines are met, that that the project remains within budget and that the City receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to address items such as project schedule, project budget and current issues of concern.

Task 1200 Project Meetings & Coordination

The Engineer will prepare and distribute a written summary and results of these meetings to the City and Project subconsultants. Action items and decisions shall be clearly identified in the minutes and summarized in logs that are updated monthly. The Engineering will coordinate as needed with utility companies and the CMAR contractor.

Subtask 1210 Kickoff Meeting

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

- Review the Project Scope of Work
- Review the Project Schedule to include project milestones
- Establish communication protocol and project procedures

- Develop a project meeting schedule

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

Subtask 1220 Design Phase Coordination and Workshop Meetings

The Engineer will conduct coordination and workshop meetings with the City to address technical, coordination and administrative issues related to the project. These meetings will also be used to conduct technical workshops, design submittal meetings, design review meetings, and project management meetings. The meetings are scheduled to take place over a period of 9 months, totaling a maximum of three (3) meetings.

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

Subtask 1230 Submittal Review Meetings

In addition to the project workshop meetings, the Engineer will conduct a review meeting after the submittal of the Preliminary Design Concept Report. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous workshop comments to ensure that the City comments are being addressed. The review meeting will occur after the City has reviewed the Preliminary Design Concept Report and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

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

Subtask 1240 Coordination with Utility Companies

The Engineer will contact Utility Companies to determine what utilities may be impacted by the Project.

➢ **Deliverables:** Summary of Utility Company correspondence and copies of maps, plans, etc. provided by the companies.

Subtask 1250 Coordination with CMAR

The Engineer will attend coordination meetings and provide correspondence as need with the City's Construction Manager at Risk (CMAR) contractor.

Task Series 2000 Pre-Design

Task 2100 Pothole Coordination

The Engineer will produce maps for review and approval by the City of the proposed pothole locations based on the approved 30% design plans. These maps will be provided to the pothole subconsultants for their reference.

The Engineer will coordinate with the Pothole Subconsultant and Surveyor to ensure timely potholing and field survey of the pothole locations. After the pothole contractor has called in the blue stake for the determined potholes, the Engineer will mark each pothole location in the field per Subtask 4170.

Task 2200 Field Walk of Blue Stake

The Engineer will conduct a field walk of blue staked utilities accompanied by the Surveyor and the City Project Manager to determine potential conflicts with proposed effluent and sewer improvements.

Task Series 3000 Effluent and Wastewater Pipelines

Task 3100 Design Development

Subtask 3110 Base CAD File Production

This task will focus on the development of the base CAD file for use in the 30%, 60%, 90% and Final design for the effluent and sewer mains.

Subtask 3120 30% Preliminary Design

The Engineer will submit to the City a Preliminary 30% Design plan set for the project that includes the following items:

a) Existing conditions including:
   1. Right-of-way and easements including parcel and owner information
   2. Topography
   3. Benchmarks
   4. Adjacent property lines
   5. Large trees (4” diameter or greater at chest height)
   6. Landscaping
   7. Roadway limits
   8. FEMA Floodplain and Floodway limits
   9. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
   10. 2025 Drone Aerial Imagery in background of plan view

b) Proposed preliminary improvements including:
   1. Gravity Sewer Main Plan and Profile

2. Branch Main Plan and Profile
3. Force Main Sewer Plan and Profile
4. Effluent Main Plan and Profile
5. Potential utility conflicts based on plan view location of utilities
6. Conceptual erosion control
7. Proposed easements including parcel and owner information

- **Deliverables:**
  - Digital .pdf submittal 30% Design Plan Set at 20-Scale
  - Two (2) hard copies of the 30% Preliminary Design

Task 3200 Detailed Design

Subtask 3210 Preliminary Sewer and Effluent Report

The Engineer will provide an analysis of the sewer system and provide the following:

- Review the existing City sewer model and provide feedback
- Run the existing sanitary sewer model and confirm the flows and pipe size(s) necessary for the project. This will allow the design team and City staff the opportunity to modify piping, flows, etc. in the area to validate the piping system and flows are modeled correctly.
- Add the new gravity sewer main to the City model, once flows and piping are confirmed, the Engineer will model the proposed piping system utilizing our proprietary hydraulics model as an alternate method to confirm flow capacities, depth, velocities, etc.
- Alternative alignment analysis of the sewer main alignment

The Engineer will provide an analysis of the effluent system and provide the following:

- Create a model of the existing City effluent system to analyze the flows, pressures and storage requirements of the existing system, and the future system after centralization is completed. The model will be compatible with current modeling platform being used by the City.
- Alternative alignment analysis of the effluent main bypass
- Existing effluent demands and storage system
- Future effluent main sizes and materials alternatives
- Future reservoir sizing and alternative locations
- Provide locations for future Smart Ball insertion points

Findings from the analysis will be presented in the form of spreadsheets and a presentation to City staff in the Public Works conference room.

Subtask 3211 Sewer and Effluent Report

A Final Sewer Report will be prepared that contains the results of the wastewater hydraulic modeling and sewer main sizing completed under Subtask 3210. This report will detail the sewer mains sizes for each reach between sewer main manholes and sewer branches. This task includes the subsequent submittals as needed to address City comments.

This report will accompany the submittal to Yavapai County Environmental Services for Arizona Department of Environmental Quality (ADEQ) approval.

Subtask 3220 60% Design Plans

Subtask 3221 90% Design Plans

Subtask 3222 100% Design Plans

The Engineer will submit to the City a design plan set at 20-scale at the 60%, 90% and 100% Design stages including the following items:

a) Existing conditions including
- Right-of-way and easements with book and page numbers
- City Topography with supplement field survey data
- City Benchmarks
- Adjacent property lines and parcel owner information
- Large trees (4” diameter or greater at chest height)
- Landscaping
- Roadway limits
- FEMA Floodplain and Floodway limits
- All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
- Pothole locations in the plan and profile and a table of pothole elevations to top of utilities
- 2025 Drone Aerial Imagery in background of plan view

b) Proposed improvements including:
- Gravity Sewer Main Plan and Profile
- Branch Main Plan and Profile
- Force Main Sewer Plan and Profile
- Effluent Main Plan and Profile
- Existing water, sewer, storm drain and dry utility conflicts and relocations
- Proposed sawcut and pavement, curb and gutter, and guard rail replacement limits
- Horizontal and vertical control with benchmark locations and City benchmark data

- Detail sheets
- Construction notes
- List of Standard Details

c) Estimated Design Plan Drawings:
- General Drawings: 5 sheets
- Project Geometrics and Survey Control: 4 Sheets
- Removals/Demolition: 6
- Effluent Main and Wastewater Sewer Main Design: 25
- Details: 3

Subtask 3230 60% Special Provisions

Subtask 3231 90% Special Provisions

Subtask 3232 100% Special Provisions

The Engineer will provide Special Provisions at the 60%, 90% and 100% stage as a supplement to the City's supplement to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction. Items included in the project but not covered by the City supplement will be in the special provisions produced by the Engineer.

Subtask 3240 60% Engineers Cost Estimate

Subtask 3241 90% Engineers Cost Estimate

Subtask 3242 100% Engineers Cost Estimate

The Engineer will provide an Engineers Estimate of Construction Cost at the 60%, 90% and 100% stage in a bid tab format.

➢ **Deliverables:**
- Digital .pdf submittal of the Preliminary and Final Sewer Report at the 60% and 90% design stage
- Digital .pdf submittal of the Final Approved Sewer Report
- Digital .pdf submittal of the Design Plan Set at the 60%, 90% and 100% stage
- Digital .pdf submittal of the Special Provisions at the 60%, 90% and 100% design stage
- Digital .pdf submittal of the Engineers Estimate of Construction Cost at the 60%, 90% and 100% design stage
- Two (2) hard copies of the 60%, 90% and 100% Design Plans

Subtask 3250 Final P.S. and E.

Task Detail 3251 Final Civil Plans

The Engineer will submit to the City Final Stamped and Signed Civil Plans of the Improvements for approval and City signature. Once signed by the City, the Engineer will provide digital copy of the signed plans in .pdf format.

Task Detail 3252 Special Provisions

The Engineer will submit to the City Final Stamped and Signed Special Provisions for the Improvements in .pdf format.

Task Detail 3253 Engineers Estimate of Construction Cost

The Engineer will submit to the City Final Stamped and Signed Engineers Estimate of Construction Cost for the Improvements in .pdf format.

Task Detail 3254 Bid Schedule

The Engineer will submit to the City a bid schedule in Microsoft Excel format for use in the bidding process

Task Detail 3255 Approved Permits

The Engineer will submit the approved permits obtained from the required environmental agencies.

- **Deliverables:**
  - Bid Ready Design Drawings, Special Provisions and Engineers Estimate of Construction Cost in .pdf format
  - Bid Schedule in Microsoft Excel format
  - CAD files of approved design drawings

Subtask 3260 Permitting

The Engineer will contact the regulatory agencies and develop the required applications and support documents for the following permits:

1) Yavapai County – The Engineer will contact Yavapai County Environmental Services (YCES) and obtain the required Approval to Construct (ATC).

Task Series 4000 Special Services

Task 4100 Land Surveying

Subtask 4110 Survey Control Network Update

The Surveyor will verify the condition and integrity of the 26 control points established during the Design Concept Report (DCR) phase of the project. Each point will be inspected to ensure it remains undisturbed and suitable for continued use. Any missing or compromised control points will be replaced as necessary to maintain the integrity of the control network.

In addition, up to five (5) new control points will be established at locations determined in coordination with the City and the selected Construction Manager at Risk (CMAR) contractor, to support future construction staking and quality control efforts.

Subtask 4120 Survey of Blue Staked Utilities

The Surveyor will record field coordinates of all existing utility identifiers placed in the field by utility companies as a result of the City's blue stake requests.

Subtask 4130 Field Topography Survey

The Surveyor will perform supplemental field topographic surveys on an as-needed basis to locate existing utilities, roadway elements, and drainage features that were not captured during the DCR phase. These surveys will be coordinated with the City and project design team to ensure all critical surface and subsurface features are accurately identified for final design and construction planning.

Subtask 4140 Staking of Alignments for Utilities, Easements or Right-of-Way

The Surveyor will field locate with paint or lathe and flagging the proposed new utility alignments and if necessary, easements or Right-of-Way to be acquired for the project. This will provide a visual reference for use during field walks by the Engineer, City, and Stakeholders for proposed property impacts and acquisition limits, and for impacts within existing City right-of-way. This task assumes approximately 1,000 linear feet of alignment staking at 50 foot intervals.

Subtask 4150 Right-of-Way and Easement Acquisition Maps

The Engineer will provide the City with right-of-way and easement acquisition maps showing the limits and area of proposed property acquisitions for the project. These maps will be updated at the 30%, 60%, 90% and Final Design stages on an as needed basis.

Subtask 4160 Legal Descriptions

The Surveyor will provide easement legal descriptions and accompanying maps as directed by the City after City approval of the 90% design plans. These items will be provided to the City by the Surveyor for use in acquiring the easements for recordation by the City. Legal descriptions and exhibits shall conform to the City's Legal Description and Exhibit checklist.

Based on the DCR phase it is anticipated that up to 4 legal descriptions will be necessary for this project including descriptions for permanent easements or right-of-way acquisitions

- **Deliverables:**
  - Up to four (4) legal descriptions and accompanying maps on 8.5" x 11" in .pdf format

Subtask 4170 Potholed Utility Location Survey

Under this subtask the Surveyor will provide lathe, flagging and/or paint marks for pothole locations for the pothole subconsultant based on the locations determined by the City approved pothole maps and the blue staked utility locations.

Other Direct Costs

Copying

The Engineer has added this item to cover various printing costs of maps, exhibits and reports, specifications and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Appendix A

City of Prescott
Effluent & Wastewater Pipelines & SR89 Improvements

City Project No. CIP2110-001

Task No.	Task Description	Lyon Engineering									WaterWorks Engineers													
		SVY	RLS	SRLS	ENG	PE	INSP	DRONE	Total	Lyon Total	Princ	PM	E&S	SPE	PE	DES	Tech	S EE	EE	E DES	CLER	Total	WaterWorks Total	Combined Total
		$ 200	$ 170	$ 190	$ 175	$ 225	$ 95	$ 200			$ 220	$ 185	$ 175	$ 150	$ 145	$ 125	$ 100	$ 165	$ 145	$ 125	$ 75			
Task Series 1000	**Project Management**																							
Task 1100	General					40			40	$ 9,000												0	$ -	$ 9,000
Task 1200	Project Meetings & Coordination																							
Subtask 1210	Kickoff Meeting					2			2	$ 450												0	$ -	$ 450
Subtask 1220	Design Phase Coordination and Workshop Meetings					40			40	$ 9,000												0	$ -	$ 9,000
Subtask 1230	Submittal Review Meetings					16			16	$ 3,600												0	$ -	$ 3,600
Subtask 1240	Coordination with Utility Companies					16			16	$ 3,600												0	$ -	$ 3,600
Subtask 1250	Coordination with CMAR					60			60	$ 13,500												0	$ -	$ 13,500
Task Series 1000 Subtotal		0	0	0	0	174	0	0	174	$ 39,150	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 39,150
Task Series 2000	**Pre-Design**																							
Task 2100	Pothole Coordination					16			16	$ 3,600												0	$ -	$ 3,600
Task 2200	Field Walk of Blue Stake					8			8	$ 1,800												0	$ -	$ 1,800
Task Series 2000 Subtotal		0	0	0	0	24	0	0	24	$ 5,400	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 5,400
Task Series 3000	**Effluent & Wastewater Pipelines**																							
Task 3100	Design Development																							
Subtask 3110	Base CAD File Production				120	30			150	$ 27,750	4				16							20	$ 3,200	$ 30,950
Subtask 3120	30% Preliminary Design				240	60			300	$ 55,500	24				4							28	$ 5,860	$ 61,360
Task 3200	Detailed Design																							
Subtask 3210	Preliminary Sewer & Effluent Report					24			24	$ 5,400	16				80							96	$ 15,120	$ 20,520
Subtask 3211	Sewer & Effluent Report					12			12	$ 2,700	8				88							96	$ 14,520	$ 17,220
Subtask 3220	60% Design Plans				320	80			400	$ 74,000	28				60							88	$ 14,860	$ 88,860
Subtask 3221	90% Design Plans				160	40			200	$ 37,000	16				36							52	$ 8,740	$ 45,740
Subtask 3222	100% Design Plans				80	20			100	$ 18,500	8				20							28	$ 4,660	$ 23,160
Subtask 3230	60% Special Provisions				80	20			100	$ 18,500	4				8							12	$ 2,040	$ 20,540
Subtask 3231	90% Special Provisions				40	10			50	$ 9,250	4				8							12	$ 2,040	$ 11,290
Subtask 3232	100% Special Provisions				16	4			20	$ 3,700	4				8							12	$ 2,040	$ 5,740
Subtask 3240	60% Engineers Cost Estimate				16	4			20	$ 3,700												0	$ -	$ 3,700
Subtask 3241	90% Engineers Cost Estimate				8	2			10	$ 1,850												0	$ -	$ 1,850
Subtask 3242	100% Engineers Cost Estimate				4	2			6	$ 1,150												0	$ -	$ 1,150
Subtask 3250	Final P.S. & E.				24	4			28	$ 5,100	2				4							6	$ 1,020	$ 6,120
Subtask 3260	Permitting				24	4			28	$ 5,100												0	$ -	$ 5,100
Task Series 3000 Subtotal		0	0	0	1132	316	0	0	1448	$ 269,200	118	0	0	0	332	0	0	0	0	0	0	450	$ 74,100	$ 343,300
Task Series 4000	**Special Services**																							
Task 4100	Land Surveying																							
Subtask 4110	Survey Control Network Update	24		4					28	$ 5,560												0	$ -	$ 5,560
Subtask 4120	Survey of Blue Staked Utilities	24		4					28	$ 5,560												0	$ -	$ 5,560
Subtask 4130	Field Topography Survey	120		4					124	$ 24,760												0	$ -	$ 24,760
Subtask 4140	Staking of Alignments for Utilities, Easements or Right-of-Way	40		4	16	8			68	$ 13,360												0	$ -	$ 13,360
Subtask 4150	Right-of-Way and Easement Acquisition Maps				24	4			28	$ 5,100												0	$ -	$ 5,100
Subtask 4160	Legal Descriptions		40	4					44	$ 7,560												0	$ -	$ 7,560
Subtask 4170	Pothole Utility Location Survey	16		2	8	4			30	$ 5,880												0	$ -	$ 5,880
Task Series 4000 Subtotal		224	40	22	48	16	0	0	350	$ 67,780	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 67,780
Task Series 1000 through 4000 Subtotal		224	40	22	1180	530	0	0	1996	$ 381,530	118	0	0	0	332	0	0	0	0	0	0	450	$ 74,100	$ 455,630
Other Direct Costs																								
	Copying									$ 1,000													$ -	$ 1,000
																							$ -	$ -
																							$ -	$ -
Other Direct Costs Subtotal										$ 1,000													$ -	$ 1,000
																							CONTRACT TOTAL =	**$ 456,630**

Labor Codes Legend:

Lyon Eng: SVY - Survey Crew, **RLS -** Registered Land Surveyor, **SRLS** - Senior Registered Land Surveyor, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **DRONE** - Aerial Drone

Water Works: Princ - Principal**, PM -** Project Manager**, E&S** - Electrical & Structural Senior Project Engineer, **SPE -** Senior Project Engineer, **PE** - Project Engineer, **DES** - Design Engineer, **S EE** - Senior Electrical Engineer, **EE** - Electrical Engineer, **E DES** - Electrical Designer, **CLER** - Clerical

T2 UES, Inc. dba
T2 Utility Engineers
19621 N. 23rd Drive
Suite 150
Phoenix, AZ 85027
602-977-8000 (phone)
www.t2ue.com

August 4, 2025

Lyon Engineering & Surveying, Inc.
Attn: Rich Poynor, PE
Email: rgpoynor@gmail.com
Phone: (928) 776-1750

RE: SR89 DCR
Subsurface Utility Engineering (SUE)
Scope of Services T2UE Proposal No. 16104-25-0006

Rich,

Thank you for the opportunity to propose on this project. Our experience providing subsurface utility engineering for State DOTs, counties, municipalities, and utility providers will enable us to successfully complete this utility investigation and meet the program and project goals. The combination of our resources and experience will provide you with the confidence that T2UE is the right choice to complete the project on time and on budget. For more information, please visit www.T2UE.com

Our Scope of Services is further detailed in the project understanding section of this proposal. This proposal has been prepared for the SR89 project from Willow Lake Road to Phippen Trail. We have provided you with a Unit Rate Fee to complete the specific items described within the Scope of Services. We respectfully request any comments or questions you may have. Thank you again for this opportunity.

PROJECT UNDERSTANDING

T2 UES, Inc. dba T2 Utility Engineers (herein referred to as T2UE) will complete a subsurface utility engineering (SUE) investigation for this project. This will involve attempting to locate only the 24" effluent line withing the corridor between Willow Lake Road and Phippen Trail. In addition, this project would include a full ASCE 38 Quality Level D, C, B, & A SUE utility investigation in accordance with the CI/ASCE Standard 38: *Standard Guideline for the Collection and Depiction of Existing Subsurface Utilities* within the project area as defined below.

ASCE 38 QUALITY LEVEL DEFINTIONS

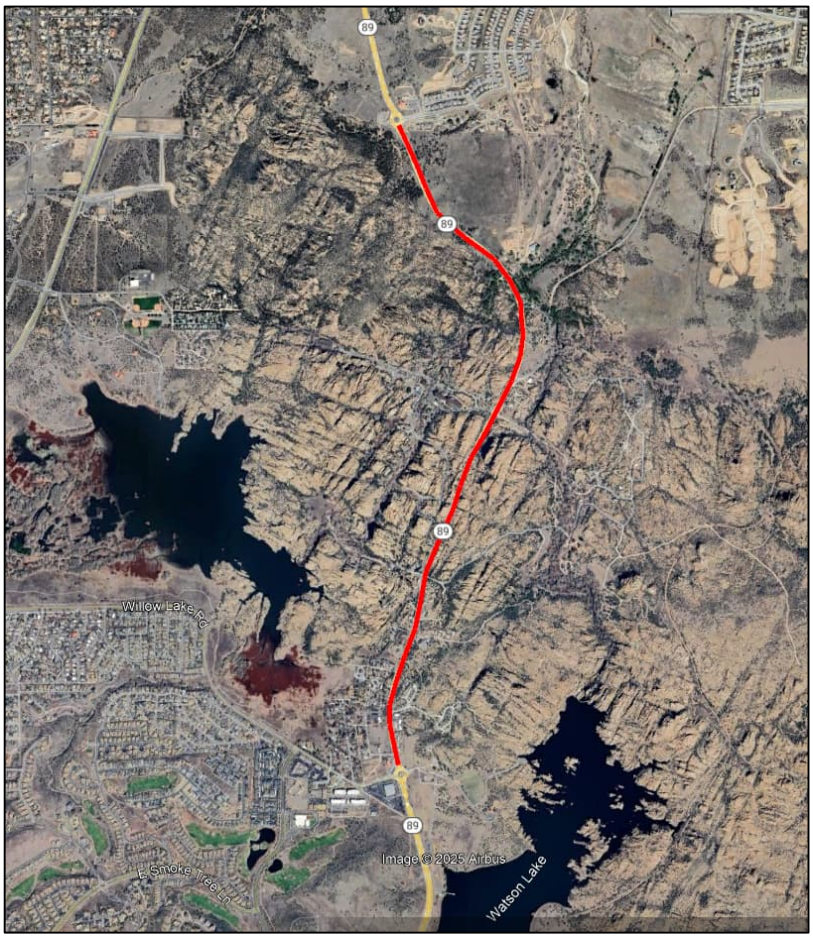
ASCE 38 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. The quality level provides a professional opinion of the quality and reliability of the utility information. The four quality levels defined by the ASCE Standard are as follows:

- Quality Level D (QLD): Record research of existing subsurface utilities within the project limits by contacting each utility owner and obtaining their available facility records. This process includes the investigation of untraceable (nonmetallic buried without trace wire) utilities that do not meet Quality Level C or B specifications. QLD information is based on information obtained from record drawings and includes utility type, ownership, size and material composition.
- Quality Level C (QLC): Inclusive of a QLD effort, the project team will provide QLC depiction of existing untraceable subsurface utilities by correlating surveyed surface evidence to the QLD utility records to obtain the utility location. QLC information includes utility type, ownership, size and material composition based on available record information.
- Quality Level B (QLB): Inclusive of the QLC and QLD effort of utility investigation further incorporates the use of surface geophysical techniques under the direction of a Professional Engineer licensed in the State of Arizona to determine the existence and horizontal position of underground utilities. This activity is called "designating." The information obtained in this manner is surveyed to project control. Two-dimensional (2D) utility information is obtained. QLB deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona

- Quality Level A (QLA): Inclusive of the QLB, QLC and QLD levels of utility investigation, incorporates the use of minimally intrusive Air-Vacuum Excavation methods at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. The excavation and data documentation activity is called Locating "excavation of test holes". It is the highest level of utility certainty presently available. When surveyed and depicted, precise plan and profile information is available for making final design decisions at the test hole locations. QLA deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona. Note: QLA test holes are not included within this scope and fee.

LIMITS OF INVESTIGATION

The overall project and SUE investigation will be conducted withing the ROW of SR89 from Willow Lake Road to Phippen Trail as shown in the image below:



SCOPE OF WORK

T2UE will utilize their full suite of geophysical equipment in an attempt to identify the horizontal position of only the 24" effluent line within the project area (shown in the as-built files provided by the Client on 01/10/2025 titled, "AB1987-013 - Sundog Effluent Line Plans 1987" and "AB1988-011 Effluent Diversion Phase 2"). If T2UE is successful in designating the line, the verified location will be marked using appropriate pink paint and flagging which is the standard industry color for temporary markings. This field information is then surveyed and depicted into a digitized CAD file compatible with the project design files.

A Professional Engineer licensed in the State of Arizona shall oversee, a full Subsurface Utility Engineering (SUE) investigation of the project area, excluding gravity sewer mains, to determine existing utility conditions within the project limits. As part of the SUE investigation for this project T2UE will complete the following tasks:

- QLD Utility Records Research

  The T2UE team shall perform the following activities as part of their research effort on this project:

  - Conduct a full reconnaissance and utility records research to aid in the identification of Utility Owners that may have facilities on, or be affected by the project.
  - Collect all applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
  - Compile a list of all utility companies contacted for information. Note information received with contact information for each response and note non-response if applicable.
  - Attempt to identify all known and unknown utilities, except as noted below, within the project area at QLB and depict those utilities at the actual achieved utility Quality Level.

- Perform QLC & QLB Investigation

  - T2UE will survey existing visible surface utility appurtenances and correlate the information provided to the QLD utility records to obtain the utility location. This effort will update the utility information to QLC, and all data will be incorporated into the CAD file and final PDF deliverable.
  - Utilize geophysical utility locating techniques to determine the true horizontal position of conductive utilities within the project area. The project team will provide a QLB investigation of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities utilizing a variety of geophysical locating equipment to detect, verify and designate the location of subsurface utilities from above ground. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary markings. This field information is then surveyed and depicted into a digitized CAD file compatible with the project design files.
  - T2UE will utilize a full suite of geophysical equipment appropriate to existing site conditions for locating the type of utility being investigated. Utilities detected that were not identified by the records research will be termed “undocumented” and depicted on the plans as “unknown” utilities.
  - T2UE will use a complimentary suite of geophysical tools in an attempt to determine the location of undocumented utilities but cannot guarantee finding all undocumented utilities. Electromagnetic depths will not be recorded during this investigation.
  - As an additional step, T2UE will use inductive scanning techniques in critical areas to attempt to designate the presence of conductive undocumented utilities. QLA Test Holes may be necessary to confirm the existence of undocumented utilities in areas of potential conflicts.
  - GPR NOTE: T2UE will investigate the project site using Ground Penetrating Radar (GPR) equipment in an effort to detect larger non-metallic utilities. However, the degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically non-conductive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. Electrically conductive soils, such as clay, moist silt or saline soils typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site resistive site calibration of the GPR equipment. Subsequently, due to the unknown receptiveness of site specific soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.
  - QLB depiction will be attempted on all mainline utilities included within T2UE’s geophysical investigation. However, storm drain and possibly non-metallic water will most likely be depicted at QLC or QLD dependent upon existing physical appurtenances associated with these lines; utilities that cannot be designated at QLB, but have existing physical appurtenances in the field will be depicted at QLC; utilities which cannot be designated at QLB and for which there are no visible physical appurtenances will be depicted at QLD per record.
  - Invert information and, where possible, pipe size/material will be collected at Storm Manholes as well as Storm Drain Catch Basins and Drop inlets, where accessible from the surface. The alignment of the storm pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed MH’s/CB’s and professional judgment. If confined space entry is required to obtain information of offset or excessively deep pipes, extra costs will be incurred and will be discussed with the client in advance.
  - T2UE will document top of nut elevations on water valves throughout the project limits.
  - Overhead Utilities, Gravity Sewer Mains, Sanitary Sewer Service Laterals, Underground storage tanks, septic fields, traffic loop systems and landscape irrigation are excluded from this investigation.

DELIVERABLES

- T2UE will deliver CAD drawings depicting the horizontal location of the utilities within the project area. The drawing will depict utilities within the investigation area at the achieved ASCE 38 Quality Level, tied to the project datum via survey.

ASSUMPTIONS

- Lyon Engineering and Surveying will provide the following:
  - Project survey control and existing topographic survey if available.
  - This Scope of Services has been detailed to ensure we are providing the services desired and agreed to by the client and T2UE. Services not specifically listed are assumed to be excluded from T2UE's scope.

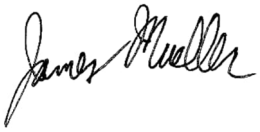
SCHEDULE

T2UE will work closely with the project team to provide deliverables in a timeframe consistent with the overall project schedule.

PROJECT ESTIMATE

For the services described, T2UE proposes compensation as outlined in the fee schedules attached. T2UE will not exceed the estimated fees without prior authorization from Client. Monthly invoices will be prepared upon conclusion for the actual work completed up to the estimated budget amount. We appreciate this opportunity to provide professional SUE and Surveying services for this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,



James Mueller, PE
Project Manager
Phone: 602-977-8076
Email: james.mueller@t2ue.com

SR89 DCR
Subsurface Utility Engineering
T2 Proposal 16104-25-0006

PROJECT ESTIMATE			
SUE Quality Level "D, C & B" Designating/Mapping			
*Utility Designating Crew	55,000 LF @	$1.41 per LF	$77,550.00
		Subtotal	**$77,550.00**
Professional Services			
*Project Manager	8 hours @	$180.00 per hour	$1,440.00
*Registered Land Surveyor	6 hours @	$175.00 per hour	$1,050.00
*SUE Supervisor	16 hours @	$125.00 per hour	$2,000.00
*CAD Technician	32 hours @	$115.00 per hour	$3,680.00
*Administrative	4 hours @	$100.00 per hour	$400.00
		Subtotal	**$8,570.00**
Misc., Permits & Maintenance of Traffic			
*Permits (assumed zero cost)	If Required (Billed Cost + 10%)		$0.00
*Traffic Control	If Required (Billed Cost + 10%)		$0.00
*Mobilization, Lodging, Per Deim	Lump Sum		$8,000.00
		Subtotal	**$8,000.00**
		TOTAL	**$94,120.00**

*** Proposal estimate only, the cost may vary due to unknown field conditions, municipality requirements and unknown number of utilities within the investigation area**

CALL & NICHOLAS, INC.

2475 N. Coyote Drive
Tucson, Arizona 85745 U.S.A.

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E-Mail: cni@cnitucson.com

Principals
T. M. Ryan
R. W. Pratt
L. R. Standridge
N. A. Asbury
S. D. Cylwik

PROPOSAL

To: Andrew Baird, P.E., Project Manager / Kimley-Horn & Associates, Inc.

From: Robert Cummings, P.E., Senior Project Manager / Call & Nicholas, Inc.
Michael Conley, P.E., Geological Engineer / Call & Nicholas, Inc.

Date: 14 August, 2025

Subject: Geotechnical Support for the Effluent Pipeline and SR89 Roadway Final Design
Granite Dells, City of Prescott, AZ

1.0 INTRODUCTION

Kimley-Horn & Associates, Inc (KHA) has completed a Design Concept Study (DCR) for the City of Prescott along State Route 89 (SR 89) from Phippen Trail to Willow Lake Road through the Granite Dells. The DCR identifies preferred alignments for the new effluent force main and re-use of the old effluent main and also presents two alternatives for roadway remediation: minimal widening to address sight distance issues and full widening to upgrade the facility to meet projected capacity demands. Call & Nicholas, Inc. (CNI), as geological rock engineering consultant, supported the DCR process with geological engineering that included the following:

- reconnaissance-scale field mapping to identify discontinuities preferred as rock backslope alternatives;
- ground penetrating radar (GPR) across the existing roadway to identify existing backfilled utility trenches, bedrock highs, and occurrences of rocky fill;
- seismic refraction geophysics at selected locations at roadway grade and atop the existing cuts to evaluate rock mass excavation issues;
- Concept-level geotechnical engineering reports presenting the observations, data obtained and generalized recommendations for the effluent main and roadway cuts.

KHA engaged Engineering & Testing Consultants, Inc. (ETC), a Prescott-based geotechnical engineering firm, to conduct test pits and hollow-stem auger (HSA) geotechnical borings along the roadway, and to deliver a geotechnical engineering report detailing those findings and covering such features as roadway pavement requirements and drainage features.

The next step in project delivery will be for the engineering team to work with the City and its selected Construction Manager At Risk (CMAR) contractor to develop detailed designs and a cost estimate for the preferred design options.

Because there are two roadway design alternatives presently under consideration – minimal widening with safety improvements and full widening for capacity as well as safety improvements – CNI has prepared two versions of the scope and fee attached to this proposal.

This proposal outlines the tasks CNI is to perform and their associated costs for design development, as follows:

1. Refined geological engineering and excavation recommendations to support the design and excavation planning for the new effluent force main and the re-use of the existing effluent transmission main, considering the proximity of the HOBAS sewer which must remain in service, and other factors such as traffic and access. Rock strength and abrasiveness testing were not performed for the DCR phase but are recommended for the design phase to support estimates of mechanical excavation productivity and costs. KHA has indicated that ETC will be tasked to obtain rock samples for CNI to test and analyze. CNI will depict the subsurface geotechnical conditions from CNI's and ETC's subsurface data. Close collaboration with the CMAR contractor will be essential to evaluate methods of excavation and backfilling, and mitigation of associated impacts to traffic and the surroundings.
2. Further geological engineering recommendations to support the roadway improvements other than full widening, which would address rock handling, vibration impacts, and constraints to the excavation required.
3. Field investigations to support full roadway widening should that alternative be selected. Activities will include detailed assessment of the specific fracture surfaces to be engaged as excavation back slopes, rock slope stability analyses, and defining the detailed rock excavation methodologies and possible rock reinforcement schemes that will attain the recommended cut slopes with respect to the adjacent land uses. Again, detailed and ongoing coordination with the CMAR contractor will be required.
4. Construction phase geotechnical support will be proposed in the future and would include review of contractor rock excavation processes and documents such as pre-blast surveys, blasting plans, blasting reports, and monitoring data; support for public meetings, and field reviews of revealed excavation conditions.

2.0 SCOPE OF WORK

The Scope of Work is described as work for the roadway and effluent main, however, there are certain activities that will pertain to both, which are identified in the task descriptions. Costs are shown in Tables 1 and 2.

2.1 Effluent Force Main Geotech Support and Minimal Widening

2.1.1 Task 1 Project Management and Coordination

This Task is set up to cover CNI's administrative coordination with KHA, its soil geotechnical subconsultant ETC, the City, and the CMAR contractor. Technical meetings and site visits are mostly captured under the technical Tasks. This Task will also cover activities such as routine project management, progress reporting, travel planning, and general communications not associated with other Tasks. Meetings under this Task are assumed to be virtual (no travel).

2.1.2 Task 2 Scheduled Meetings

This Task covers what are expected to be scheduled design reviews and meetings involving KHA, the CMAR contractor, the City, and other stakeholders and consultants. Most of these are presumed to be virtual, involving an hour or two each, biweekly or monthly. However, some issues are expected to be intensive enough to warrant personal attendance, so one meeting is proposed to involve travel for CNI senior project staff. A second meeting for similar purposes, or in-person support at a public meeting, is proposed. Messrs. Conley and Cummings will represent CNI.

2.1.3 Task 3 Site and Data Review

It is expected that a field meeting with the CMAR contractor and other stakeholders will be advisable to discuss geotechnical and related issues and observe field conditions. CNI expects to send two senior staff personnel. It will also be necessary for CNI personnel attending this or a different trip to Prescott to also transport rock core expected to be obtained by ETC, so time is allotted for sample handling by a lab technician.

CNI will assess the subsurface data including the geophysics, borings, and new test results and provide a compilation of interpreted subsurface geotechnical conditions along the

pipeline alignments, including graphical profile interpretations where supportable by the data. A memorandum will be distributed to the project team.

2.1.4 Task 4 Submittal Reviews

This task includes time for review and commentary on submittals related to rock excavation, trenching, and other rock geotechnical matters generated by the CMAR contractor. The reviews will be performed by senior CNI geotechnical staff. Work product will consist of emails or redlined pdfs.

2.1.5 Task 5 Special Provisions

It is assumed that special provisions will be produced by KHA and its other subconsultants, but CNI will provide support, including writing and commentary, for matters related to rock excavation and related impacts. For the full widening CNI will prepare a comprehensive blasting and rock reinforcement specification.

CNI has included laboratory rock mechanics testing in this Task because that testing will require a standalone memo to report the data and evaluate the results.

2.1.6 Task 6 Review Drawings

This task includes time for CNI to review construction drawings prepared by others. Like Task 5, the work will be performed by senior CNI geotechnical staff and include similar work products.

2.1.7 Tasks 7 and 8 Review Cost Estimates and Constructibility

These tasks include time for CNI to review construction cost estimates prepared by the CMAR contractor and work with the CMAR contractor to develop constructible approaches, for elements related to rock excavation and, for the full widening alternative, rock blasting. Like Tasks 5 and 6, the work will be performed by senior CNI geotechnical staff and include similar work products. Part of this work will be to refine the subsurface geotechnical interpretation.

2.2 SR 89 Full Roadway Widening Improvements

CNI's effort on the roadway widening study has focused on the roughly 5,700 linear feet

of roadway where the existing 3-lane sections (two through lanes and center turn lane) and 2-lane section pass through existing rock cuts. In this stretch the widening presents certain challenges that CNI has proposed to address by limiting the excavation and roadway footprint, exploiting the natural discontinuities and rock mass competence. The DCR identified widening to a 4-lane section as most consistent with capacity improvements that are warranted under future traffic projections. If the widening alternative is selected, it will be implemented after the effluent line improvements are complete.

If full roadway widening is chosen, CNI's Tasks 1-8 will be pursued in much the same way as described above for the minimal widening alternative, except that the level of effort for each Task is higher because of the increased work scope and project duration. Notably, the determination of the specific cut slope excavation approaches, methods and controls on blasting and drilling, public interaction, traffic control, and so on will occur through close coordination with the KHA team and the CMR contractor. CNI has budgeted to support a public meeting. For these reasons the time allocated for Scheduled Meetings, Task 2, is substantially higher than it is for the minimal widening alternative. There are also differences in the level of effort for reviewing construction documents and preparing specifications, and for the constructibility review which entails horizontal drilling and blasting for the full widening alternative.

The cost estimate for CNI's services proposed for full widening, attached as Table 2, adds three Tasks as described below. CNI's effort will add core drilling of the slopes and additional excavation characterization and support analysis, and a design geotechnical report covering that additional work, that will address approaches to excavation that balance cost efficiency with minimizing impacts to local residents, businesses, and the natural environment/corridor aesthetics.

2.2.1 Task 9 Field Exploration

In the DCR, KHA identified the location and extent of road widening at the conceptual level, based on CNI's reconnaissance-level characterization of discontinuities. CNI will identify what slopes require more detailed characterization for final design. The specific discontinuities to be exploited in cut slope excavation will be studied in the field and any changes will be recommended. CNI expects to carry out 2 to 3 diamond core drill holes on the cut slopes, and to test retrieved rock samples to support slope stability studies and give information for blasting

design. Core drilling will require lift equipment and traffic control to position the drill, personnel, and supporting equipment and supplies to carry out this work. It is expected that the work will take about a week altogether.

A placeholder cost has been inserted in Table 2 for the core drilling and associated traffic control. The drilling service provider for the full roadway widening alternative has not been chosen. CNI works with numerous specialty drilling contractors and will source that work if it is approved by KHA and the City. The placeholder cost is based on experience and judgment for similar work.

2.2.2 Task 10 Rock Excavation and Stability Analysis

CNI will assemble the geophysical and new rock core data to carry out rock slope stability analyses. All kinematic modes of slope movement will be considered, but from the geostructural pattern toppling is expected to be the mechanism of most concern for the steep slopes expected. From the geotechnical investigation CNI will identify if rock reinforcement is necessary to preclude toppling. (For example, toppling mechanisms near Pinto Creek along US 60 were arrested with rock bolts at the tops of cuts; the bolts were treated to make them visually non-intrusive.)

This Task will also include blasting calculations to determine what constraints and methods should be developed in conjunction with the CMAR contractor that are most consistent with protection of the surroundings. The horizontal blast method proposed will need to be optimized with respect to surrounding land uses. CNI would encourage an off-site test blasting demonstration before test blasting is accomplished within the site limits. If this can be arranged it will be proposed as an addition to the budget.

2.2.3 Task 11 Geotechnical Design Report

The DCR geotechnical roadway report was performed only to a conceptual level to support the DCR. It should be revised to support final design, to include the additional mapping, the core drilling, the laboratory testing, slope recommendations, and blasting precautions.

2.3 Construction Geotechnical Support *(Separate Contract, for Reference Only)*

CNI is available to support the post-design (construction phase) which would include

verifying cut slope stability, checking conformance with design provisions, reviewing blasting plans, reports, and monitoring data; providing technical support in the event of public complaints, reviewing implementation of cut slope and rock excavation plans, and re-evaluating constructibility assessments, methodologies, and procedures based on field results. CNI will evaluate the excavation processes in rock, review blasting and excavation plans, recommend local rock stabilization measures, evaluate excavation methodologies, respond to RFIs in connection with rock excavation and stabilization, and review miscellaneous submittals. These activities will be added to the Scope when appropriate.

3.0 PERSONNEL

The project will be managed by Robert Cummings, P.E., who will provide overall technical guidance and oversight, and will attend the public meetings if required. Michael Conley, P.E., will be the lead technical investigator. Field work will be performed by CNI field engineering geologists acting under Mr. Conley's direction. Other support will be provided by CNI senior technicians, draftspersons, laboratory personnel, and CNI's Technical Editor.

4.0 COST ESTIMATE

The cost estimates are presented in Tables 1 and 2 for the minimal widening and full widening alternatives, respectively. CNI works on a time-and-materials basis and reserves the right to transfer time and money among tasks as the project develops and work requirements become apparent. Estimated costs will not be exceeded without prior approval from KHA. The cost estimate does not include any foreign taxes; all foreign taxes are to be paid by KHA. Invoiced amounts will be totals payable to CNI.

5.0 PROJECT CONTROLS

Controls will be implemented to keep project delivery within budget and on schedule. While project cost and schedule updates can be provided to the client at any point during the project timeline, at a minimum CNI will provide updates on work performed at the following milestones:

- nominal 50% of the budgeted total
- nominal 90% of the budgeted total

Should CNI anticipate that the project is going to exceed the budgeted estimate, the client will be notified beforehand. Additional work beyond the budgeted amount will not be conducted unless approved by the client.

Other project controls may be necessary based on the size and scope of the project and can include the following:

- Kickoff meetings
- Gantt-chart updates
- Project forecasting
- Accrual estimates
- Hold-point meetings
- Change management systems
- Change order systems
- Regular feedback and reporting

6.0 ACCEPTANCE OF PROPOSAL

The acceptance of this proposal and services provided as outlined herein also constitutes an acceptance of CNI's insurance coverage and the limitation of our liability to that coverage, as follows:

Commercial General Liability

- Each Occurrence: $2,000,000
- General Aggregate: $4,000,000

Commercial Automobile Liability

- Combined Single Limit: $1,000,000

Excess Liability

- Each Occurrence: $3,000,000
- General Aggregate: $3,000,000

Workers' Compensation and Employer's Liability

- Each Accident: $1,000,000

Professional Liability

- Each Occurrence: $2,000,000
- General Aggregate: $2,000,000

.

CALL & NICHOLAS

Table 1. Cost Estimate - Effluent & Wastewater Pipelines & SR89 Improvements
Geotechnical Rock Engineering Final Design (PS&E) Phase: Minimum Roadway Widening

Professional Fees	Hourly Rate	Task 1 Project Management and Coordination		Task 2 Scheduled Meetings		Task 3 Site and Data Review		Task 4 Submittal Reviews		Task 5 Special Provisons		Task 6 Review Drawings		Task 7 Review Cost Estimates		Task 8 Constructibility Review		TOTAL	
		Days	Dollars	Days	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars
D. E. Nicholas, P.E.	$ 336																		
T. M. Ryan, P.E.	$ 320																		
R. C. Barkley, P.E.	$ 273																		
R. W. Pratt, P.E.	$ 270																		
L. R. Standridge, P.E.	$ 270																		
N. A. Asbury, P.E.	$ 265																		
S. D. Cylwik, P.E.	$ 264																		
Senior Engineer/Hydro	$ 262	1.5	$3,144	3	$6,288	3	$7,860	1.5	$3,144	0.5	$1,048	0.5	$1,048	0.5	$1,048	1	$2,096	11.5	$25,676
Engineer V	$ 227																		
Engineer IV	$ 208	1	$1,664	4	$6,656	5	$10,400	1	$1,664	0.5	$832	1	$1,664	1	$1,664	1	$1,664	14.5	$26,208
Engineer III	$ 190																		
Engineer II	$ 169					2	$3,380											2	$3,380
Engineer I	$ 139																		
Engineer/Geologist	$ 112																		
Senior Technician	$ 132																		
Piezo Technician	$ 112																		
Lab Technician	$ 112					1	$1,120											1	$1,120
Drafting	$ 110																		
Technical Editor	$ 90									1	$720							1	$720
Clerical	$ 84																		
Administrative Fees (3%)	3%		$144		$388		$683		$144		$78		$81		$81		$113		$1,712
Subtotal Fees			**$4,952**		**$13,332**		**$23,443**		**$4,952**		**$2,678**		**$2,793**		**$2,793**		**$3,873**		**$58,816**
Expenses																			
Laboratory Testing							$7,192												$7,192
Expenses					$1,817		$1,216												$3,033
Traffic Control																			
Bird Seismic																			
Subtotal Expenses					**$1,817**		**$8,408**												**$10,225**
TOTALS			**$4,952**		**$15,149**		**$31,851**		**$4,952**		**$2,678**		**$2,793**		**$2,793**		**$3,873**		**$69,041**

CALL & NICHOLAS

PS&E Laboratory Testing - SR 89 Granite Dells -- Minimal Widening

Test Type	Standard	Lab Fee	QTY	Total
Classification and Index Testing				
Moisture Content	ASTM D2216	$27		
Atterberg (Liquid & Plastic) Limits	ASTM 4318 Method A, wet prep (Default)	$253		
	ASTM 4318 Method B, dry prep	$235		
Particle Size Analysis	ASTM D6913/D7928 Wet Sieve (includes Hydrometer)	$403		
	Modified ASTM - Coarse or fine fraction only	$168		
	Bulk Sieve > 5000 grams add	$108		
Specific Gravity	ASTM D854 (- #4 fraction)	$164		
	ASTM C127 (+ #4 fraction)	$140		
	ASTM C128 (- #4 fraction)	$134		
Measured G_s for Hydrometer	ASTM D854, modified for - #10 fraction	$164		
Organic Content (OUTSIDE LAB)	ASTM D2974	$162		
Slake Durability	ASTM D4644	$289		
Standard Proctor Compaction	ASTM D698, Method A or B, 4" mold	$327		
	ASTM D698, Method C, 6" mold	$433		
Modified Proctor Compaction (w/ assumed G_s)	ASTM D1557, Method A, 4" mold	$358		
for measured Gs for Rock Correction add $110	ASTM D1557, Method B, 6" mold	$459		
Bulk Density by suspended weight		$34	6	$204
Bulk Density, modified for rock	ASTM D7263 - Method A (wax method)	$89		
Bulk Density, modified for rock	ASTM D7263 - Method B (core method)	$72		
Minimum Index Density	ASTM D4254 (0.1 cf mold)	$177		
Consolidation	ASTM D2435	$368		
- Sands and low plasticity silts	Time to consolidate per normal less than 2.5 hrs			
- High plasticity silts and clays	Time to consolidate per normal more than 2.5 hrs	$516		
Permeability				
Constant Head - granular soils - sand	ASTM D2434 - 3 inch or 4.5 inch dia permeameter	$459		
Constant Head - granular soils - gravel	ASTM D2434 - 6 inch or 9 inch dia permeameter	$845		
Constant Head - granular soils - with loading profile	Modified ASTM D2434	Quote		
Fine grained soils (>10% clay)	ASTM D5856 - 15	Quote		
Strength Testing				
Small Scale Direct Shear				
Natural Fracture or Saw Cut:	ASTM D5607, 2 points (normal traces) or less	$536		
Strain rate of 0.008 in/min	ASTM D5607, 3 or 4 points (normal traces)	$810	0	
	Additional 5th point (normal trace)	$150		
Low Plasticity Remolds & Intacts:	ASTM D3080*, 2 points (normal traces) or less	$526		
Strain rate of 0.0026 in/min to 0.008 in/min	ASTM D3080*, 3 or 4 points (normal traces)	$866		
Medium Plasticity Remolds:	Modified ASTM D3080 (ASTM withdrawn)	$1,054		
Strain rate of 0.0006 in/min to 0.0025 in/min	3-4 point strength envelope			
High Plasticity Remolds [(1)]**:**	Modified ASTM D3080	$1,793		
Strain rate of 0.0002 to 0.0005 in/min	3-4 point strength envelope			
Large Scale Direct Shear	ASTM D3080*/D5607, 2 points or less	$977		
	ASTM D3080*/D5607, 3 or 4 points (normal traces)	$1,681		
Uniaxial Compression	ASTM D2166/D7012 Method C, peak load only	$228		
	ASTM D2166/D7012 Method D, axial deformation	$256	0	
	ASTM D2166/D7012 Method D, with elastic modulii through Strain Measurement	$504	4	$2,014
	ASTM D2845 WK18764 Pulse Velocities (Unstressed)	$182	4	$728
	For PQ size core, add per sample	$109		
Brazilian Disk Tension	ASTM D3967	$126	4	$504
Point Load (standard)	ASTM D5731	$74	10	$741
Point Load (w/ controlled load rate)	ASTM D5732	$86		
Triaxial Compression	ASTM D7012 Method A, peak only	$361		
(Unconsolidated/Undrained for rock)	Residuals, per point (first point included)	$81		
	For PQ size core, add per sample	$127		
Additional Testing				
Surface Roughness Profile	--	$59		
Sulfate Soundness	ASTM D5240	Quote		
Brittleness, Abrasivity	--	Quote		$3,000
Preparation Fees		**Quote**		
Additional lab photos	per photo	$30		
Core drilling (per 6")	BQ / NQ Core	$119		
	HQ Core	$119		
Additional sample prep	per hour	$142		
			TOTAL:	$7,192

CALL & NICHOLAS

Table 2. Cost Estimate - Effluent & Wastewater Pipelines & SR89 Roadway Improvements
Geotechnical Rock Engineering Final Design (PS&E) Phase with Full Roadway Widening

Professional Fees	Hourly Rate	Task 1 Project Management and Coordination		Task 2 Scheduled Meetings		Task 3 Site and Data Reviews		Task 4 Submittal Reviews		Task 5 Special Provisons		Task 6 Review Drawings		Task 7 Review Cost Estimates		Task 8 Constructibility Review		Task 9 Field Exploration		Task 10 Rock Ex and Stability Analysis		Task 11 Geotechnical Design Report		TOTAL	
		Days	Dollars	Days	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days*	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars
D. E. Nicholas, P.E.	$ 336																								
T. M. Ryan, P.E.	$ 330																								
R. C. Barkley, P.E.	$ 271																								
R. W. Pratt, P.E.	$ 330																								
L. R. Standridge, P.E.	$ 330																								
N. A. Asbury, P.E.	$ 275																								
S. D. Cylwik, P.E.	$ 275																								
Senior Engineer/Hydro	$ 271	2.5	$5,420	7.5	$16,260	3	$8,130	2.5	$5,420	1.5	$3,252	1.5	$3,252	1	$2,168	2	$4,336	2	$5,420	1	$2,710	2	$4,336	26.5	$60,704
Engineer V	$ 235																								
Engineer IV	$ 215	1.5	$2,580	5	$8,600	5	$10,750	3.5	$6,020	0.25	$430	2.5	$4,300	1.5	$2,580	2.5	$4,300	5	$10,750	4	$8,600	4	$6,880	34.75	$65,790
Engineer III	$ 196																								
Engineer II	$ 175																	7	$12,250	3	$5,250	4	$5,600	14	$23,100
Engineer I	$ 144																								
Engineer/Geologist	$ 126																								
Senior Technician	$ 136																								
Lab Technician	$ 118					1	$1,180											1	$1,180					2	$2,360
Drafting	$ 114																								
Technical Editor	$ 94									1	$752											2	$1,504	3	$2,256
Clerical	$ 86																	0.5	$430					0.5	$430
Administrative Fees (3%)	3%		$240		$746		$602		$343		$133		$227		$142		$259		$901		$497		$550		$4,640
Subtotal Fees			**$8,240**		**$25,606**		**$20,662**		**$11,783**		**$4,567**		**$7,779**		**$4,890**		**$8,895**		**$30,931**		**$17,057**		**$18,870**		**$159,280**
Expenses																									
Laboratory Testing																			$11,586						$11,586
Expenses					$2,836		$1,236												$3,791						$7,862
Traffic Control																			$10,000						$10,000
Core Drilling (3 holes)																			$45,000						$45,000
Subtotal Expenses					**$2,836**		**$1,236**												**$70,377**						**$74,448**
TOTALS			**$8,240**		**$28,442**		**$21,898**		**$11,783**		**$4,567**		**$7,779**		**$4,890**		**$8,895**		**$101,308**		**$17,057**		**$18,870**		**$233,728**

CALL & NICHOLAS

PS&E Laboratory Testing - SR 89 Granite Dells -- Full Widening

Test Type	Standard	Lab Fee	QTY	Total
Classification and Index Testing				
Moisture Content	ASTM D2216	$27		
Atterberg (Liquid & Plastic) Limits	ASTM 4318 Method A, wet prep (Default)	$253		
	ASTM 4318 Method B, dry prep	$235		
Particle Size Analysis	ASTM D6913/D7928 Wet Sieve (includes Hydrometer)	$403		
	Modified ASTM - Coarse or fine fraction only	$168		
	Bulk Sieve > 5000 grams add	$108		
Specific Gravity	ASTM D854 (- #4 fraction)	$164		
	ASTM C127 (+ #4 fraction)	$140		
	ASTM C128 (- #4 fraction)	$134		
Measured G_s for Hydrometer	ASTM D854, modified for - #10 fraction	$164		
Organic Content (OUTSIDE LAB)	ASTM D2974	$162		
Slake Durability	ASTM D4644	$289		
Standard Proctor Compaction	ASTM D698, Method A or B, 4" mold	$327		
	ASTM D698, Method C, 6" mold	$433		
Modified Proctor Compaction (w/ assumed G_s)	ASTM D1557, Method A, 4" mold	$358		
for measured Gs for Rock Correction add $110	ASTM D1557, Method B, 6" mold	$459		
Bulk Density by suspended weight		$34		
Bulk Density, modified for rock	ASTM D7263 - Method A (wax method)	$89		
Bulk Density, modified for rock	ASTM D7263 - Method B (core method)	$72	6	$432
Minimum Index Density	ASTM D4254 (0.1 cf mold)	$177		
Consolidation	ASTM D2435	$368		
- Sands and low plasticity silts	Time to consolidate per normal less than 2.5 hrs			
- High plasticity silts and clays	Time to consolidate per normal more than 2.5 hrs	$516		
Permeability				
Constant Head - granular soils - sand	ASTM D2434 - 3 inch or 4.5 inch dia permeameter	$459		
Constant Head - granular soils - gravel	ASTM D2434 - 6 inch or 9 inch dia permeameter	$845		
Constant Head - granular soils - with loading profile	Modified ASTM D2434	Quote		
Fine grained soils (>10% clay)	ASTM D5856 - 15	Quote		
Strength Testing				
Small Scale Direct Shear				
Natural Fracture or Saw Cut:	ASTM D5607, 2 points (normal traces) or less	$536		
Strain rate of 0.008 in/min	ASTM D5607, 3 or 4 points (normal traces)	$810	3	$2,429
	Additional 5th point (normal trace)	$150		
Low Plasticity Remolds & Intacts:	ASTM D3080*, 2 points (normal traces) or less	$526		
Strain rate of 0.0026 in/min to 0.008 in/min	ASTM D3080*, 3 or 4 points (normal traces)	$866		
Medium Plasticity Remolds:	Modified ASTM D3080 (ASTM withdrawn)	$1,054		
Strain rate of 0.0006 in/min to 0.0025 in/min	3-4 point strength envelope			
High Plasticity Remolds [(1)]**:**	Modified ASTM D3080	$1,793		
Strain rate of 0.0002 to 0.0005 in/min	3-4 point strength envelope			
Large Scale Direct Shear	ASTM D3080*/D5607, 2 points or less	$977		
	ASTM D3080*/D5607, 3 or 4 points (normal traces)	$1,681		
Uniaxial Compression	ASTM D2166/D7012 Method C, peak load only	$228	6	$1,367
	ASTM D2166/D7012 Method D, axial deformation	$256		
	ASTM D2166/D7012 Method D, with elastic modulii through Strain Measurement	$504	4	$2,014
	ASTM D2845 WK18764 Pulse Velocities (Unstressed)	$182	4	$728
	For PQ size core, add per sample	$109		
Brazilian Disk Tension	ASTM D3967	$126	4	$504
Point Load (standard)	ASTM D5731	$74	15	$1,112
Point Load (w/ controlled load rate)	ASTM D5732	$86		
Triaxial Compression	ASTM D7012 Method A, peak only	$361		
(Unconsolidated/Undrained for rock)	Residuals, per point (first point included)	$81		
	For PQ size core, add per sample	$127		
Additional Testing				
Surface Roughness Profile	--	$59		
Sulfate Soundness	ASTM D5240	Quote		
Brittleness, Abrasivity	--	Quote		$3,000
Preparation Fees		**Quote**		
Additional lab photos	per photo	$30		
Core drilling (per 6")	BQ / NQ Core	$119		
	HQ Core	$119		
Additional sample prep	per hour	$142		
			TOTAL:	$11,586

July 31, 2025

Mr. Andrew Baird, P.E.
Kimley-Horn
101 West Goodwin Street, Suite 303
Prescott, Arizona 86303

Re: Effluent & Wastewater Pipelines & SR89 Improvements: Final Design Phase – Scope of Work and Cost Estimate for Public Involvement Services

Mr. Baird:

Beta Public Relations (BetaPr) respectfully submits this scope of work and cost estimate for Public Involvement Services for the City of Prescott's Effluent & Wastewater Pipelines & SR89 Improvements: Final Design Phase. The project consists of public outreach and involvement efforts to educate, involve, notify and obtain feedback from local stakeholders and the Prescott Community related to the final design of this project.

Due to the high-profile nature of this project, public involvement is critical for gathering data, managing perception and shaping the final design of the project. We have developed a comprehensive approach to public outreach for the Prescott Community. Outlined below are the tasks associated with the project. If necessary, we can adjust any task you see below. Note that only tasks or direct expenses undertaken will be billed.

Project Task	Estimated Cost
Task 1 – Project Notification Flier Design and Production BetaPr will design and produce up to four (4) project notification fliers for distribution. The fliers will be designed to provide updates on the project, invite stakeholders to the neighborhood and public meetings, and highlight avenues to obtain additional project information and stay informed throughout final design.	$3,200.00
Task 2 – Project Notification Flier Mailing and Distribution The fliers can be mailed to stakeholders who live directly along the project corridor, or bulk mailed to saturate further areas. In addition to this distribution, the fliers can be available at City Hall, Public Works office and the Prescott Library for stakeholders around the City to obtain.	$800.00
Task 3 – Newspaper Advertisement Design and Publication To reach a broader audience, BetaPr will design and publish four (4) newspaper advertisements in each of the *Daily Courier, Prescott Valley Tribune and Chino Valley Review,* totaling 12 newspaper advertisements in total. The newspaper advertisements will be designed to mirror the project notification fliers.	$1,600.00
Task 4 – Press Releases and Social Media Support BetaPr will develop press releases and social media campaigns throughout the design phase to provide information about the status of the project, invite stakeholders to meetings and provide milestone updates. BetaPr will coordinate with the City Manager's Office to disseminate all media releases through internal City social media and communications channels, and will leverage their media contacts for mass coverage.	$1,500.00

Task 5 – Virtual Meeting Room Maintenance BetaPr will maintain the existing Virtual Meeting Room. The meeting room can be populated with project information, displays, maps, videos, educational elements and other project-specific materials. The meeting room allows stakeholders to obtain pertinent project information, interact with project displays, view videos, provide feedback, share contact information for future communication and learn more about the project as long as they have access to a computer or mobile device with internet access.	$12,000.00
Task 6 – Project Email Address Maintenance BetaPr will maintain the existing project email address throughout the final design phase. Emails will be documented and answered during the course of the design phase with all issues/questions directed immediately to the project team for resolution if necessary.	$4,000.00
Task 7 – Public Comments Log A Public Comments Log documenting all project emails received and the resolution of those inquiries will be provided to the project team as part of the Public Relations Updates highlighted in Task 8.	$1,300.00
Task 8 – Public Relations Updates and Project Team Meetings BetaPr will attend project team meetings and produce Public Relations Updates as needed throughout the design phase. Public Relations Updates will provide analytics from the Virtual Meeting Room and project website, highlight any public outreach tasks planned or completed, and highlight public comments and media updates. Project team meetings can be attended in-person or virtually, depending on what is feasible.	$4,000.00
Task 9 – eNews Releases and Database Development The main vehicle for disseminating project information will be the eNewsletter, or eNews. eNews will be distributed electronically to interested parties, businesses, stakeholders and the media on an as-needed basis to alert the community of survey operations, provide project updates, highlight engagement opportunities and invite stakeholders to attend the public meetings. The existing project database generated from the pre-design and DCR phases (465 current contacts) will continue to be updated to include any new interested party contacts for future eNews communications.	$7,000.00
Task 10 – Project Website Maintenance The pre-existing project website *(www.sr89improvements.com)* will continue to be maintained and populated with project-specific information, a link to the Virtual Meeting Room, digital engagement opportunities, an eNews sign-up form, and additional resources to help stakeholders understand the project.	$5,000.00

Task 11 – Facilitate Public and Neighborhood Meetings BetaPr will facilitate two public meetings and one neighborhood specific meeting to present the project design to stakeholders. One meeting will be designed specifically for residents who live directly within the project corridor, with two meetings geared towards the entire Prescott community. The meetings will include sign-in sheets, comment forms and project displays to help stakeholders visualize the improvements. Facilitation includes acquiring a venue, producing meeting materials/displays, assisting with presentations, and meeting set-up and take-down. A comprehensive public meeting summary will be created and provided to the team compiling all comments and input received at each meeting.	$7,500.00
Task 12 – Education Campaign BetaPr will undertake a series of educational campaigns as part of the design phase. Educational campaigns will inform stakeholders on various project elements and how they are designed to allow a greater understanding of the project. The campaigns can educate the community on topics such as: rock removal techniques, how a traffic study is performed, effluent and wastewater infrastructure and more. These campaigns will be a combination of digital assets (FAQ's, press releases, etc.) and video creations featuring project team members explaining/performing the work. These campaigns are designed to educate the community, so they understand the tasks the Project Team is undertaking. Additionally, they will help to visualize and humanize our project and team.	$3,000.00
Task 13 – Miscellaneous Graphic Design Services BetaPr will provide graphic design services to create any project maps, displays, stakeholder meetings materials, FAQs, graphics or educational materials needed for this project.	$2,000.00
Total Estimated Labor Expenses	**$52,900.00**

Direct Expenses	Estimated Cost
Notification Flier Printing – 10,000 pieces* x $0.50 per piece (2,500 per notification flier) ** Includes mailings and copies to be displayed in City facilities.*	$5,000.00
Postage – 8,000 pieces* x $0.73 per piece (2,000 per notification flier) ** Includes direct and bulk mail postage as directed by the project team.*	$5,840.00
Newspaper advertising fee – 12 publication runs in the *Daily Courier, Prescott Valley Tribune and Chino Valley Review*	$6,000.00
Public Meeting Display Printing – Ten 24" x 36" Displays Printed	$1,500.00
Digital Marketing Suite* – $90.00 per month x 12 months ** Digital Marketing Suite includes website, email address and eNewsletter service.*	$1,080.00
Total Estimated Direct Expenses	**$19,420.00**

Total Estimated Project Cost **$72,320.00**

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with Kimley-Horn to provide effective public involvement support throughout the final design phase of the Effluent & Wastewater Pipelines & SR89 Improvements.

Sincerely,

Conner Cassens
Vice President/Sr. Project Manager
BetaPr

ENGINEERING & TESTING CONSULTANTS, INC.
❖417 N. Arizona Street ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: *8/13/2025*

Client: ***Kimley-Horn***

Client Address: ***101 W. Goodwin Street, STE 303***
Prescott, AZ 86303

Phone: ***c: (602) 620-3785***

Email: ***Andrew.Baird@Kimley-Horn.com***

Authorized Representative or Person to Contact: ***Andrew Baird, P.E.***

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:

EFFLUENT & WASTEWATER PIPELINES & SR89 IMPROVEMENTS - PRESCOTT: ETC will perform thirty (30) additional borings at locations provided to us to a depth of 9.5 feet, or to auger refusal.

We anticipate attending at least two meetings before and/or after completion of the fieldwork. ETC will coordinate utility location services for all borings. We understand all borings are to be performed at night, so rates for nights and weekends has been included.

A revised final report will be prepared with the results of all forty (40) borings, laboratory test results, discussion of subsurface conditions encountered, and will provide recommendations for site grading/earthwork, utility backfill, and pavement structural sections.

The Geotechnical Engineering report will be provided for a lump sum fee as shown below. Any other requested 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: $ *28,900.00*

SCHEDULE: Start Date: Upon receipt of signed contract Completion Date: Approx. 5-6 weeks after field work

Any schedule stated herein is specifically subject to the conditions and agreements set forth on the following pages hereof.

Client _____

By _____

Date _____

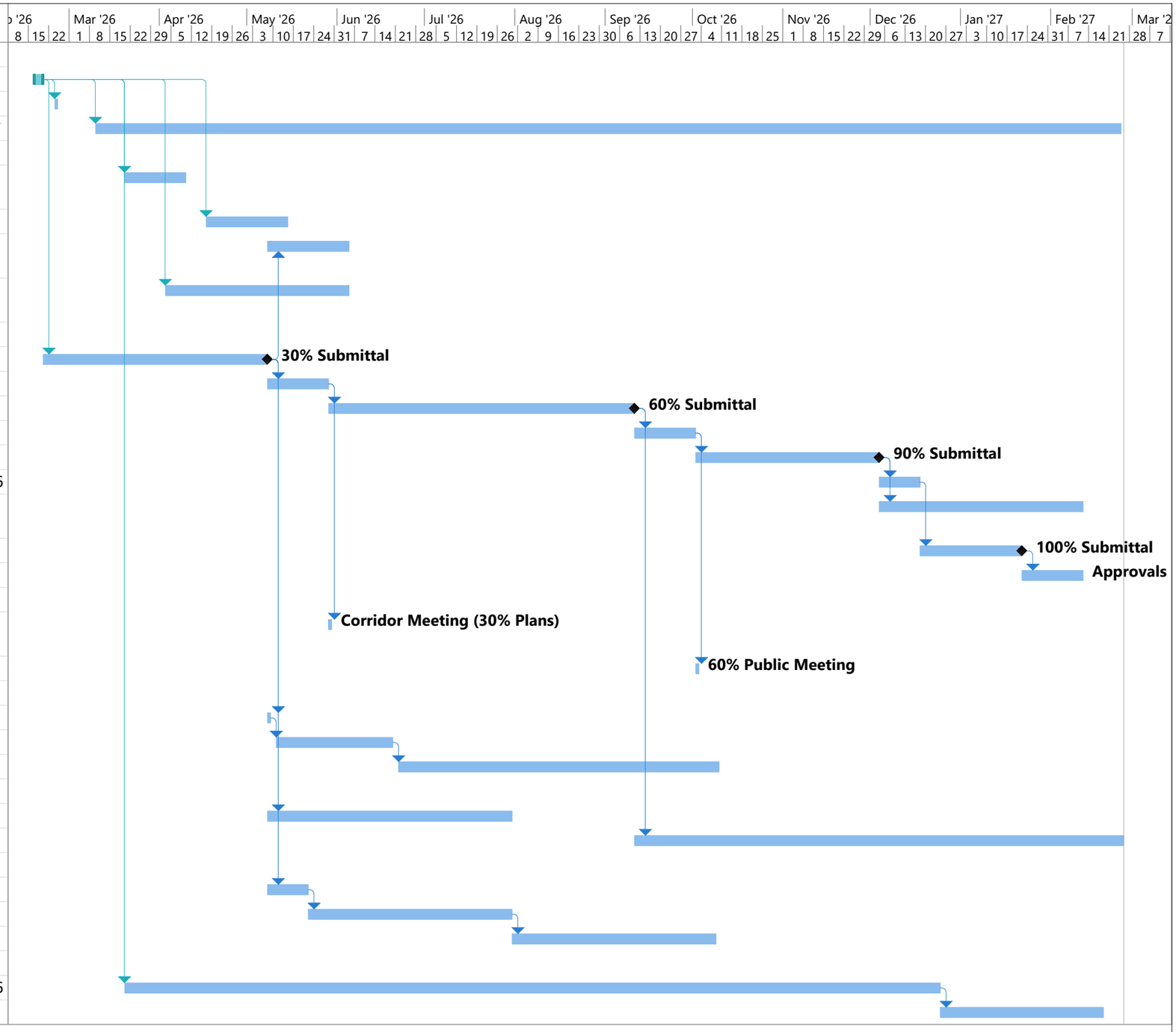
ENGINEERING & TESTING CONSULTANTS

By Rick Kerr
Authorized Representative

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona St., Prescott, AZ 86301

Appendix B
Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Management**			
2		Council Award/NTP	3 days	Tue 2/17/26	Thu 2/19/26
3		Kick Off Meeting	1 day	Tue 2/24/26	Tue 2/24/26
4		Project Management	252 days	Tue 3/10/26	Wed 2/24/27
5		**Field/Data Collection**			
6		Supplemental Data Collection	15 days	Fri 3/20/26	Thu 4/9/26
7		Supplemental Survey	20 days	Fri 4/17/26	Thu 5/14/26
8		Utility Designating/Potholing	20 days	Fri 5/8/26	Thu 6/4/26
9		Geotechnical Investigation/Report	45 days	Fri 4/3/26	Thu 6/4/26
10		**Design**			
11		30% Submittal	55 days	Fri 2/20/26	Thu 5/7/26
12		Agency Review	15 days	Fri 5/8/26	Thu 5/28/26
13		60% Submittal	75 days	Fri 5/29/26	Thu 9/10/26
14		Agency Review	15 days	Fri 9/11/26	Thu 10/1/26
15		90% Submittal	45 days	Fri 10/2/26	Thu 12/3/26
16		Agency Review	10 days	Fri 12/4/26	Thu 12/17/26
17		ADEQ Review (Effluent / WW Line)	50 days	Fri 12/4/26	Thu 2/11/27
18		100% Submittal	25 days	Fri 12/18/26	Thu 1/21/27
19		Approvals	15 days	Fri 1/22/27	Thu 2/11/27
20		**Outreach**			
21		Corridor Meeting (30% Plans)	1 day	Fri 5/29/26	Fri 5/29/26
22		60% Public Meeting	1 day	Fri 10/2/26	Fri 10/2/26
23		**Land / Right of Way**			
24		TCE / ROW Needs	1 day	Fri 5/8/26	Fri 5/8/26
25		Legals/Exhibits	30 days	Mon 5/11/26	Fri 6/19/26
26		Acquisition	80 days	Mon 6/22/26	Fri 10/9/26
27		**Drainage/Environmental**			
28		Biological/Cultural	60 days	Fri 5/8/26	Thu 7/30/26
29		No-Rise/CLOMR	120 days	Fri 9/11/26	Thu 2/25/27
30		**Utility Coordination**			
31		Conflict Identification	10 days	Fri 5/8/26	Thu 5/21/26
32		Utility Relocation Design	50 days	Fri 5/22/26	Thu 7/30/26
33		Utility Relocation	50 days	Fri 7/31/26	Thu 10/8/26
34		**CMAR**			
35		Pre Construction	200 days	Fri 3/20/26	Thu 12/24/26
36		GMP	40 days	Fri 12/25/26	Thu 2/18/27



Project: Glassford Schedule
Date: Mon 2/2/26

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

Kimley»Horn

February 2, 2026

Scott D. Balck
Capital Projects Manager
City of Prescott
433 N. Virginia Street
Prescott, AZ 86301

Re: **Scope for Professional Consulting Services: CIP #2110-001- Effluent & Wastewater Pipelines & SR 89 Improvements Alternative 5B – Design Phase Services**

Dear Mr. Balck:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope to the City of Prescott (City) to provide preliminary/final design, and construction documents services for the Effluent & Wastewater Pipeline & SR89 Alternative 5B improvements. This scope of services is presented by Kimley-Horn at the request of the City.

PROJECT UNDERSTANDING

State Route 89 is both a major corridor for traffic and wastewater centralization. The goal of this project is to complete a key section of the centralization project and identify, design and construct necessary roadway improvements to address safety and operations through the corridor.

Alternative 5B roadway components consist of reconstruction of the existing roadway with a five-lane section between Phippen Trail Roundabout and Boulder Creek Lane, Twisted Trail and Willow Lake Road and a four-lane section with barrier between Boulder Creek Lane and Twisted Trail. The project will also include the following safety improvements:

- Roundabout near Old SR89A Loop Road South
- Roundabout near Twisted Trail
- Left-In-Left-Out (LILO) at Canyon View Drive
- Frontage Road and access consolidation between Canyon View Drive and Willow Lake Road Roundabout
- Sight visibility improvements
- Right-in-right-out only conditions throughout the corridor
- Convert Old SR89A Loop Road to one way

Scope of Services

Following the Project Scoping Report dated March 1, 2024 along with supplemental items discussed with City staff our team offers the following services: Project Management, Final Design, Construction Documents, and subconsultant services including: Effluent and Wastewater Design/Modeling, Subsurface Utility Engineering, Geotechnical Engineering and Public Outreach.

TASK 1: PROJECT MANAGEMENT AND COORDINATION

Kimley Horn will provide Project Management and Coordination through the duration of the design phase of the project. This includes the following:

- Project Meetings. The following meetings are anticipated:
  - Project Kick Off Meeting
  - Stakeholder/Public Meetings (3)
  - Progress and Comment Resolution Meetings (4)
  - Bi-Monthly Project Meetings (24)
  - Internal Team Meetings (24)
  - Utility Coordination Assistance
  - Council Presentations (2)
- Project Site Visit and Site Walk
- Regular coordination with the project team.

Kimley-Horn will develop a detailed project schedule outlining major tasks and preliminary submittal dates with City review time, as part of this scope and regular project schedule update highlighting any changes to the approved project schedule.

QA/QC throughout duration of project.

Regular coordination with the project team.

Kimley Horn will assist the City during the GMP negotiations. This includes responses to questions, quantity reconciliation and GMP review.

Sections from City Scoping Report:

1 – Project Kick Off
2 – Design Schedule
9 – Utility Research and Coordination
16 – Pre-Final (90%) Design Meeting
17 – Final Concept Stakeholder/Public Meeting
21 – Monthly Progress Meetings

TASK 2: FINAL CONSTRUCTION DOCUMENTS

Kimley Horn will use the Maricopa Association of Governments (MAG) standard specifications and the City supplement to MAG specifications. Kimley-Horn will prepare special provisions for work that would be required outside of the city and MAG standard specifications. Design Plans shall be in accordance with the City General Engineering Standards (Dated 7/16).

Kimley Horn will produce Construction Documents that will include the followings sheets (by discipline):

2.1 - Roadway Design

Kimley-Horn will provide roadway design along SR89 from the Willow Lake Road Roundabout through the Phippen Trail Roundabout.

Kimley-Horn will establish a roadway construction centerline based on the existing right of way mapping and stationing.

Kimley-Horn will prepare roadway plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

Kimley Horn will produce Construction Documents that will include the followings sheets:

- Cover Sheet (1)
- Legend & Notes Sheet (4)
- Typical Section Sheets (2)
- Detail Sheets (8)
- Geometric Control Sheets (2)
- Demolition Sheets (16)
- Roadway Plan and Profile Sheets (62)
- Roundabout Sheets (6)
- Intersection Staking Sheets (4)
- Erosion Control Sheets (20)
- Cross Section Sheets (20)
- Driveway Crossroads/Grading (12)

Kimley-Horn will prepare a 3D proposed roadway surface in AutoCAD Civil 3D and develop cut and fill lines as well as earthwork quantities.

Kimley-Horn will prepare a Roundabout Design Report and Roadway Design Report with the 60% Design Plans.

2.2 - Drainage Design

Kimley-Horn will evaluate the existing drainage conditions and update recommended improvements to the system (flow, velocity and capacity). Kimley-Horn will evaluate the peak discharges reaching the drainage systems along SR89. Curb and roadside ditch capacity may require additional underground storm drain to meet City requirements. The post-project analysis will be compared to the pre-project condition. No offsite drainage analysis will be completed for outside the project limits.

The existing Willow Creek Box Culvert shall be extended to allow for the outside roadway widening. As Willow Creek is within the FEMA Floodway a CLOMR and/or No-Rise Analysis shall be required. The CLOMR shall include the necessary environmental documents necessary for FEMA review.

Kimley-Horn will prepare storm drain plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Storm Drain Plan & Profile sheets (12)
- Box Culvert Plans (2)
- Lateral Profile sheets (2)

A Final Drainage Report will be submitted with the Final 90% deliverable.

2.3 - Signing/Pavement Marking & Lighting

Kimley-Horn will prepare signing and pavement marking plans along SR89 from the Willow Lake Road Roundabout through the Phippen Trail Roundabout. It is assumed the signing and pavement marking design will be in accordance with MUTCD and MAG standards.

Kimley-Horn will provide dark sky compliant lighting and photometric plans for the roundabouts.

Kimley-Horn will prepare signing and marking plans at a 40-scale. The following sheet list is anticipated for the final construction documents:

- Signing and Marking General Notes Sheet (1)
- Signing and Marking Plan Sheets (16)
- Lighting and Photometric Plans (12)

It is anticipated that this project would be constructed in several different phases.

2.4 - Structures Design

Kimley-Horn will prepare final plans and calculations for the SR89 roadway improvements retaining walls that are determined to be needed to accommodate the proposed grading. The plans will include typical sections and typical details necessary for the construction of the retaining walls as well as full plan and elevation details of each wall. It is assumed all the retaining walls will be either CMU or concrete cantilever wall on concrete footings. This scope includes up to 2,100 linear feet of wall with an average height of 8-feet and a maximum retaining wall height of 14-feet. Designs for the retaining walls will be based on AASHTO LRFD Bridge Design Specifications, 8th Edition (2017) with interims. The soil values will be based on the Geotechnical report for the project.

Kimley-Horn will prepare retaining wall plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Retaining Wall General Notes and Detail Sheet (1)
- Retaining Wall Plan and Elevation Sheets (9)

2.5 - Landscape and Landscape Irrigation Restoration

Kimley-Horn will visit the site to inventory and locate existing conditions including:

- Plant Material
- Site furnishings

Kimley-Horn will gather information at all tie in points where this project meets existing conditions. We will meet with City staff including maintenance department to understand current standards, goals, and desired equipment.

Kimley-Horn will prepare landscape plans at a 20-scale. The following sheet list is anticipated for the final construction documents:

- Planting and site furnishings notes and details sheets (2)
- Planting Plans using City and ADWR approved plant list (6)

2.6 - Environmental Review

This task assumes that the environmental review area is the existing City right-of-way (ROW) on SR 89 from milepost (MP) 316.16 (Willow Lake Road) to 318.48 (Phippen Trail) with the exception of a proposed ~18 acre staging area at Willow Lake Road. The project does not include federal funding or federal lands and funding will be local. Kimley-Horn will prepare the following environmental studies.

Biological Evaluation

Kimley-Horn will prepare a Biological Evaluation (BE) for the project area. Kimley-Horn will obtain and review an Official Species List for the project area from the U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Consultation (IPaC) system to determine if

threatened, endangered, proposed, and/or candidate species may occur in the project vicinity. The Arizona Game and Fish Department (AGFD) on-line environmental review tool (OERT) report will be obtained to determine special status species are known to occur in the project vicinity. Kimley-Horn's biologists will conduct one site visit to document site characteristics with ground photography. An analysis of effects, determination of effects and USFWS/Agency consultation requirements will be documented in the BE. State sensitive species, noxious and invasive species, and the Migratory Bird Treaty Act, and any required mitigation measures will be discussed (as applicable). Kimley-Horn will assess potential impacts to listed species and make recommendations for future surveys/detailed assessments/mitigation measures (if applicable). Kimley-Horn will submit the draft BE to the Client for review and one (1) round of comments. Kimley-Horn will finalize the BE based on the Client's comments.

Clean Water Act (CWA) Memorandum

Based on the current definition of Waters of the U.S. (WOTUS), the aquatic features within the project limits would not qualify as (WOTUS) as they appear to be non-relatively permanent waters (non-RPWs). Kimley-Horn will identify boundaries of these aquatic features based on aerial interpretation, U.S. Geological Survey (USGS) National Hydrography Dataset (NHD) - Strahler Stream Order, U.S. Fish and Wildlife Service (USFWS) National Wetland Inventory (NWI) dataset, and U.S. Environmental Protection Agency (EPA) Waters GeoViewer. Aquatic features will be spot checked in the field to confirm the desktop review results. Representative ground photographs will be taken. Kimley-Horn will prepare supporting documentation addressing methodology and results of the evaluation and will include the following:

- CWA Memorandum
- Desktop Aquatic Features and Delineation Map
- USGS National Hydrography Dataset Strahler Stream Order Map, as applicable
- Antecedent Precipitation Tool
- Streamflow Duration Assessment Method (SDAM) (one SDAM for all aquatic features)
- Ground Photographs

Kimley-Horn will submit the draft CWA Memorandum to the Client for review and one (1) round of comments. Kimley-Horn will finalize the CWA Memorandum based on the Client's comments. If requested by the Client, this documentation will be submitted to the U.S. Army Corps of Engineers (Corps) for concurrence. We anticipate the Corps' response (if they respond) will be via email concurring that aquatic features onsite are non-RPWs and/or excluded features and therefore not WOTUS. The Corps will not prepare an Approved Jurisdictional Determination (AJD) and this submittal will not be sufficient for review as a request for an AJD.

Cultural Resources

Kimley-Horn will conduct a Class I records review and a Class III survey of the project area. Based upon a review of the Arizona State Museum's (ASM) online AZSITE database, the project area was last surveyed more than 15 years ago.

Kimley-Horn will examine records in the ADOT Historic Preservation Team (HPT) Portal and the ASM online AZSITE database and records housed at ASM's Archaeological Record's Office (ARO) to determine the location of any previously conducted archaeological surveys or previously recorded archaeological sites within and adjacent to the project area. The National Register Information System database also will be checked for National Register of Historic Places (NRHP)-listed properties within or adjacent to the project area. Following completion of the literature review, Kimley-Horn will conduct a Class III cultural resource survey of the project area.

Kimley-Horn will prepare a report that includes the results of the literature review and fieldwork. Kimley-Horn will submit the draft Class III report to the Client for review and one (1) round of comments. Kimley-Horn will finalize the Class III report based on the Client's comments. This scope assumes that no more than 6 cultural resources will be identified during the survey. If additional sites are found a change order will be required.

2.7 - Project Estimate and Specifications

Kimley-Horn will provide Special Provisions and Opinion of Probable Cost at each milestone submittal.

Kimley Horn will prepare a 30%, 60%, 90% and 100% submittal. At each submittal, Kimley Horn will provide the following documents to the City electronically.

- Plan Set
- Engineer's Opinion of Probable Cost
- Special Provisions

Upon plan approval by the city, Kimley-Horn will provide the following 'bid-ready' documents:

- Sealed Plan Set
- Sealed Engineer's Opinion of Probable Cost
- Sealed Special Provisions with Geotechnical Report as an Appendix
- Sealed Design Report
- Electronic Versions of Files (Autocad, PDF, Word and Excel)

Design Deliverables of the Project Scoping Report

11 – Preparation of (30%) Design
12 – Preparation of (60%) Design
13 – Preparation of Draft-Final (90%) Plans, Specifications, and Estimate for Submittal to City and Utility Companies
15 – Preparation of Easement Legal Descriptions and Map/Drawings
18 – Preparation of Final (100%) Plans, Specifications, Design Reports, Bid Schedule and Engineers Estimate

TASK 3: SUBCONSULTANT TASKS
SUBCONSULTANT SERVICES

3.1 – EFFLUENT & WASTEWATER PIPELINE DESIGN (LYON)

Lyon Engineering and Surveying Inc. will provide preliminary and final design for the effluent and Wastewater mains through the SR89 corridor. This task also includes coordinating with the utility companies, coordinating the SUE investigation, and performing any supplemental topographic surveying. **See Full Scope of Services included in Appendix A.**

3.2 – UTILITY DESIGNATING (T2)

T2 Utility Engineers will provide utility designating throughout the project site. This task includes surveying the pothole locations and depths. Potholing is included as an allowance. **See Full Scope of Services included in Appendix A.**

3.3 – GEOTECHNICAL ENGINEERING (CNI)

Call and Nicholas, Inc. will provide subsurface and field support services. These services will continue to support the design efforts planning the excavation and rock removal necessary for the utility and roadway improvements through the corridor. **See Full Scope of Services included in Appendix A.**

3.4 – PUBLIC OUTREACH (BETA PR)

Beta PR will provide public outreach, public meeting services for the meetings to be advertised and held at the 30% and 60% design phases, and maintenance of the project website and email. **See Full Scope of Services included in Appendix A.**

3.5 – GEOTECHNICAL ENGINEERING (ETC)

Engineering & Testing Consultants, Inc will provide additional borings and laboratory tests on the subsurface soil. A final geotechnical report will be prepared based on the results of all borings and laboratory test results. **See Full Scope of Services included in Appendix A.**

TASK 4: ALLOWANCES

4.1 – GENERAL ALLOWANCES

Allowances are included for potential unknown tasks that may be required subsequent to commencement of the Final Design. Work will not start or be billed until authorized by the City Project Manager.

4.2 – POTHOLING ALLOWANCE

Allowance includes up to 100 potholes to be confirmed at the 30% Design Phase.

EXCLUSIONS

The following items/services are not included in this scope of work and fee proposal. If these items/services are determined to be required, a separate agreement by contract amendment or new contract shall be coordinated between the City of Prescott and Kimley-Horn.

- Construction Administration

LIMITATIONS ON COST ESTIMATING

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

SCHEDULE

The Milestone Dates listed below are preliminary and subject to change. Kimley-Horn will make every effort to meet the schedule agreed upon with the Client.

Milestone	Date
Project Notice to Proceed	February 2026
30% Design	May 2026
60% Design	September 2026
90% Design	December 2026
100% Plans, Specs, Estimates Complete	January 2027

See Appendix B for a detailed schedule.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 thru 3 for the total lump sum labor fee below. All permitting, application and similar project fees will be paid directly by the City.

Task 1 Project Management/Coordination	$260,450
Task 2 Final Construction Documents	$1,009,700
Task 3 Subconsultant Services	$885,698
Total Lump Sum Labor Fee	$2,155,848
Direct Expenses	$8,000
Total Labor Fee	**$2,163,848**
Allowances	$300,000
Total Including Allowances	**$2,463,848**

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Andrew Baird, PE
Project Manager

David Leistiko, P.E.
Senior Vice President

CIP #2110-001 - Effluent & Wastewater Pipeline
& SR 89 Improvements Design Phase - Alternative 5B

Kimley»Horn

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS		BILLING RATE/HOUR	TOTAL
Senior Project Manager	-	$	250.00	$ -
Project Manager	972	$	235.00	$ 228,420
Sr. Project Engr	1,046	$	215.00	$ 224,890
Project Engr	1,180	$	195.00	$ 230,100
Engr/Designer	1,422	$	170.00	$ 241,740
Technician/Drafter	2,300	$	150.00	$ 345,000
Administrative	-	$	125.00	$ -
	6,920	Hours		
			Subtotal Kimley-Horn Design Base Fee	$ 1,270,150

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm		Cost	Compensation Method
Lyon - Topo Survey	$	456,630	
T2 - SUE	$	94,120	
NCI - Geotechnical	$	233,728	
Beta PR - Public Outreach	$	72,320	
ETC - Geotechnical	$	28,900	
		Subtotal Estimated Outside Services	$ 885,698

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	$	1,500	
Agency Review Fees	$	6,500	
		Subtotal Estimated Expenses	$ 8,000

ALLOWANCES

General Allowances	$	200,000	
Additional Potholing	$	100,000	
		Subtotal Allowances	$ 300,000

TOTAL PROJECT COST **$ 2,463,848**

Consultant Firm Signature

2/2/26

Date

City of Prescott
CIP #2110-001 - Effluent Wastewater Pipeline
SR 89 Improvements Design Phase - Alternative 5B

Fee Proposal

			PM	Sr. Engr.	PE/Prof	Engr/Design	Tech	Admin	Totals
TASK DESCRIPTION	**Sheets**	**SUBTOTAL**	**$ 235.00**	**$ 215.00**	**$ 195.00**	**$ 170.00**	**$ 150.00**	**$ 125.00**	
1. Project Management/Coordination		**$ 260,450.00**	**482**	**304**	**212**	**134**	**118**	**-**	**1,250**
Project Kick off Meeting		$ 1,800.00	4	4					8
Stakeholder/Public Meetings (3 Mtgs)		$ 19,500.00	30	30			40		100
Project Schedule		$ 2,660.00	8		4				12
QA/QC		$ 29,700.00	20	80	40				140
Subconsultant Plan Review/Coordination		$ 17,200.00	40		40				80
Project Site Walk		$ 3,170.00	8	6					14
Comment Resolution Meetings (4 Mtgs)		$ 7,440.00	12	12		12			36
Develop Pothole List & Coordination		$ 2,750.00	2		4		10		16
Bi Monthliy Project Meetings		$ 20,640.00	48		48				96
Internal Team Meetings (24 Total)		$ 36,960.00	48	48		48	48		192
General Coordination		$ 35,040.00	96		64				160
CMAR Coordination		$ 22,700.00	60	40					100
UtilityCoordination Assistance		$ 5,560.00		4		10	20		34
Council Presentations (Assume 2)		$ 9,670.00	12	2	12	24			50
Design Team Coordination		$ 15,850.00	40	30					70
CMAR Coordination		$ 12,210.00	30	24					54
Attend the Pre-Construction Meeting		$ 1,800.00	4	4					8
Review GMP		$ 15,800.00	20	20		40			80
2. Final Construction Documents (30%, 60%, 90%, 100%)	**255**	**$ 1,009,700.00**	**490**	**742**	**968**	**1,288**	**2,182**	**-**	**5,670**
2.1 Roadway Design	**167**	**$ 590,550.00**	**240**	**320**	**586**	**904**	**1,316**	**-**	**3,366**
Cover Sheet	1	$ 2,310.00		2		4	8		14
Legend & Notes Sheet	4	$ 3,030.00		2		10	6		18
Typical Sections Sheets (2 Sheets)	2	$ 5,450.00		4	10	12	4		30
Miscelleneous Details Sheets (8 Sheets)	8	$ 6,870.00		2	12	10	16		40
Geometric Control Sheet (2 Sheets)	2	$ 7,950.00	4	6		16	20		46
Paving Plan & Profile Sheets (62 Sheets)	62	$ 342,300.00	120	120	340	600	800		1980
Roundabout Sheets (6 Sheets)	6	$ 72,640.00	24	80	80	60	160		404
Demolition Sheets (16 Sheets)	16	$ 10,430.00	2	8		22	30		62
Intersection Staking Sheets (4 Sheets)	4	$ 15,170.00	10	16	24	10	20		80
Driveway / Crossroad Grading	12	$ 16,920.00	24			24	48		96
Erosion Control Sheets (30 Sheets)	30	$ 30,540.00	12	24		48	96		180
Cross Sections	20	$ 31,200.00	24		48		108		180
3D Model & Earthwork		$ 22,760.00	4	20	48	48			120
Roundabout Design Report		$ 10,860.00	8	20	24				52
Roadway Design Report		$ 12,120.00	8	16		40			64
2.2 Drainage Design	**16**	**$ 112,650.00**	**64**	**94**	**88**	**102**	**286**	**-**	**634**
Hydrology & Hydraulics		$ 20,990.00	4	10	20	40	48		122
Drainage Report		$ 15,990.00	8	14	20		48		90
Storm Drain Plan and Profile (2 Sheets)	12	$ 30,600.00	24	24	12	18	96		174
Box Culvert Plans	2	$ 14,480.00	8	12	12	24	24		80
Lateral Profile Sheets (1 Sheets)	2	$ 14,660.00	8	10	14	20	30		82
CLOMR/No Rise Analysis		$ 15,930.00	12	24	10		40		86
2.3 Signing/Pavement Marking	**46**	**$ 94,120.00**	**48**	**84**	**88**	**116**	**186**	**-**	**522**
Legend & Notes Sheet	2	$ 4,200.00	6	6			10		22
Signing and Marking Sheets	30	$ 55,960.00	24	48	64	56	120		312
Signing and Marking Details	2	$ 5,940.00	6	6		12	8		32
Lighting and Photometric Plans	12	$ 28,020.00	12	24	24	48	48		156

City of Prescott
CIP #2110-001 - Effluent Wastewater Pipeline
SR 89 Improvements Design Phase - Alternative 5B

Fee Proposal

TASK DESCRIPTION	Sheets	SUBTOTAL	PM $ 235.00	Sr. Engr. $ 215.00	PE/Prof $ 195.00	Engr/Design $ 170.00	Tech $ 150.00	Admin $ 125.00	Totals
2.4 Structures Design	**10**	**$ 72,760.00**	**50**	**114**	**80**	**70**	**60**	**-**	**374**
Wall Design/Calculations/Reports		$ 22,580.00	12	24	40	40			116
Coordination with Geotechnical Engineer		$ 5,440.00	14	10					24
Wall Plans and Details (10 Sheets)	10	$ 33,140.00	24	40	40	30	40		174
Geotechnical Coordination		$ 11,600.00		40			20		60
2.5 Landscaping/Irrigation	**16**	**$ 39,120.00**	**28**	**20**	**36**	**56**	**78**	**-**	**218**
Legend & Notes Sheet		$ 2,530.00	2	4			8		14
Landscaping Sheets (12 Sheets)	12	$ 33,000.00	24	12	36	48	64		184
Landscaping Details (1 Sheet)	4	$ 3,590.00	2	4		8	6		20
2.6 Environmental		**$ 49,360.00**	**28**	**42**	**50**	**-**	**160**	**-**	**280**
Biological Evaluation		$ 11,360.00	10	14			40		64
Clean Water Act Memorandum		$ 14,190.00	12	18			50		80
Cultural Class III		$ 23,810.00	6	10	50		70		136
2.7 Project Estimate and Specifications		**$ 51,140.00**	**32**	**68**	**40**	**40**	**96**	**-**	**276**
Quantities/Estimate		$ 27,380.00	8	20		40	96		164
Specifications		$ 23,760.00	24	48	40				112
SUBTOTAL DIRECT LABOR		**$ 1,270,150.00**	**972**	**1,046**	**1,180**	**1,422**	**2,300**	**-**	**6,920**
3. SUBCONSULTANTS SERVICES									
3.1 Effluent & Wastewater Pipeline Design (Lyon)		**$ 456,630.00**							
Utility Plans		$ 387,850.00							
Supplemental Survey/ROW Exhibits		$ 67,780.00							
Expenses		$ 1,000.00							
3.2 Utility Designating (T2)		**$ 94,120.00**							
SUE		$ 94,120.00							
3.3 Geotechnical Engineering (CNI)		**$ 233,728.00**							
Supplemental Geotechnical Services		$ 233,728.00							
3.4 Public Outreach (Beta PR)		**$ 72,320.00**							
Public Outreach Services		$ 72,320.00							
3.5 Geotechnical Engineering (ETC)		**$ 28,900.00**							
Borings/Final Geotechnical Report		$ 28,900.00							
SUBTOTAL SUBCONSULTANT TASKS		**$ 885,698.00**							
4. ALLOWANCES									
General Allowances		**200,000.00**							
Additional Potholing		**100,000.00**							
SUBTOTAL ALLOWANCE TASKS		**$ 300,000.00**							
EXPENSES									
Miscellaneous Expenses		$ 1,500.00							
Agency Review Fees		$ 6,500.00							
EXPENSES SUBTOTAL		**$ 8,000.00**							
CONTRACT TOTAL		**$ 2,463,848.00**							

Appendix A
Subconsultant Proposals

Effluent and Wastewater Pipelines and SR89 Improvements City Project No.CIP 2110-001 Scope of Work

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Appendices

Appendix A – Consultant Fees

Overview

Design services for the City of Prescott (City) Effluent and Wastewater Pipelines and SR89 Improvements (Project) will be performed by a consultant team led by Lyon Engineering and Surveying, Inc. (Engineer) and (Surveyor).

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

- Basic Services
  - Task Series 1000, Project Management
  - Task Series 2000, Pre-Design
  - Task Series 3000, Effluent and Wastewater Pipelines
- Special Services
  - Task Series 4000, Special Services
- Other Direct Costs

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

- Land Surveying
  - Land Surveying through the proposed project corridor for supplemental topography, to develop a base CAD file and update project control as needed

- Final Design for Effluent and Wastewater
  - 7,400 LF 24” Gravity Sewer Main
  - 2,500 LF 26” Sewer Force Main
  - 9,200 LF 24” Effluent Main

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

Firm	Services/Disciplines
Lyon Engineering and Surveying, Inc.	Prime Engineer, Project Management, Site Design, Civil Design, Land Surveying, Permitting, Construction Administration
Water Works Engineers	Effluent and Sewer Modeling and Design Report

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.

- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing water, sewer, and roadways. The Engineer shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required support surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding City's utilities (existing and/or proposed) near the project site.
- Furnish copy of previous soils report (as available).
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.
- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Title reports for private and City properties per a list of parcels submitted by the Engineer.

Basic Services

Task Series 1000 Project Management

Task 1100 General

Under this task the Engineer shall perform general project management and administration tasks. The Engineer will monitor and track the project budget, schedule and quality to ensure that all deadlines are met, that that the project remains within budget and that the City receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to address items such as project schedule, project budget and current issues of concern.

Task 1200 Project Meetings & Coordination

The Engineer will prepare and distribute a written summary and results of these meetings to the City and Project subconsultants. Action items and decisions shall be clearly identified in the minutes and summarized in logs that are updated monthly. The Engineering will coordinate as needed with utility companies and the CMAR contractor.

Subtask 1210 Kickoff Meeting

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

- Review the Project Scope of Work
- Review the Project Schedule to include project milestones
- Establish communication protocol and project procedures

- Develop a project meeting schedule

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

Subtask 1220 Design Phase Coordination and Workshop Meetings

The Engineer will conduct coordination and workshop meetings with the City to address technical, coordination and administrative issues related to the project. These meetings will also be used to conduct technical workshops, design submittal meetings, design review meetings, and project management meetings. The meetings are scheduled to take place over a period of 9 months, totaling a maximum of three (3) meetings.

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

Subtask 1230 Submittal Review Meetings

In addition to the project workshop meetings, the Engineer will conduct a review meeting after the submittal of the Preliminary Design Concept Report. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous workshop comments to ensure that the City comments are being addressed. The review meeting will occur after the City has reviewed the Preliminary Design Concept Report and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

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

Subtask 1240 Coordination with Utility Companies

The Engineer will contact Utility Companies to determine what utilities may be impacted by the Project.

➢ **Deliverables:** Summary of Utility Company correspondence and copies of maps, plans, etc. provided by the companies.

Subtask 1250 Coordination with CMAR

The Engineer will attend coordination meetings and provide correspondence as need with the City's Construction Manager at Risk (CMAR) contractor.

Task Series 2000 Pre-Design

Task 2100 Pothole Coordination

The Engineer will produce maps for review and approval by the City of the proposed pothole locations based on the approved 30% design plans. These maps will be provided to the pothole subconsultants for their reference.

The Engineer will coordinate with the Pothole Subconsultant and Surveyor to ensure timely potholing and field survey of the pothole locations. After the pothole contractor has called in the blue stake for the determined potholes, the Engineer will mark each pothole location in the field per Subtask 4170.

Task 2200 Field Walk of Blue Stake

The Engineer will conduct a field walk of blue staked utilities accompanied by the Surveyor and the City Project Manager to determine potential conflicts with proposed effluent and sewer improvements.

Task Series 3000 Effluent and Wastewater Pipelines

Task 3100 Design Development

Subtask 3110 Base CAD File Production

This task will focus on the development of the base CAD file for use in the 30%, 60%, 90% and Final design for the effluent and sewer mains.

Subtask 3120 30% Preliminary Design

The Engineer will submit to the City a Preliminary 30% Design plan set for the project that includes the following items:

a) Existing conditions including:
   1. Right-of-way and easements including parcel and owner information
   2. Topography
   3. Benchmarks
   4. Adjacent property lines
   5. Large trees (4” diameter or greater at chest height)
   6. Landscaping
   7. Roadway limits
   8. FEMA Floodplain and Floodway limits
   9. All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
   10. 2025 Drone Aerial Imagery in background of plan view

b) Proposed preliminary improvements including:
   1. Gravity Sewer Main Plan and Profile

2. Branch Main Plan and Profile
3. Force Main Sewer Plan and Profile
4. Effluent Main Plan and Profile
5. Potential utility conflicts based on plan view location of utilities
6. Conceptual erosion control
7. Proposed easements including parcel and owner information

- **Deliverables:**
  - Digital .pdf submittal 30% Design Plan Set at 20-Scale
  - Two (2) hard copies of the 30% Preliminary Design

Task 3200 Detailed Design

Subtask 3210 Preliminary Sewer and Effluent Report

The Engineer will provide an analysis of the sewer system and provide the following:

- Review the existing City sewer model and provide feedback
- Run the existing sanitary sewer model and confirm the flows and pipe size(s) necessary for the project. This will allow the design team and City staff the opportunity to modify piping, flows, etc. in the area to validate the piping system and flows are modeled correctly.
- Add the new gravity sewer main to the City model, once flows and piping are confirmed, the Engineer will model the proposed piping system utilizing our proprietary hydraulics model as an alternate method to confirm flow capacities, depth, velocities, etc.
- Alternative alignment analysis of the sewer main alignment

The Engineer will provide an analysis of the effluent system and provide the following:

- Create a model of the existing City effluent system to analyze the flows, pressures and storage requirements of the existing system, and the future system after centralization is completed. The model will be compatible with current modeling platform being used by the City.
- Alternative alignment analysis of the effluent main bypass
- Existing effluent demands and storage system
- Future effluent main sizes and materials alternatives
- Future reservoir sizing and alternative locations
- Provide locations for future Smart Ball insertion points

Findings from the analysis will be presented in the form of spreadsheets and a presentation to City staff in the Public Works conference room.

Subtask 3211 Sewer and Effluent Report

A Final Sewer Report will be prepared that contains the results of the wastewater hydraulic modeling and sewer main sizing completed under Subtask 3210. This report will detail the sewer mains sizes for each reach between sewer main manholes and sewer branches. This task includes the subsequent submittals as needed to address City comments.

This report will accompany the submittal to Yavapai County Environmental Services for Arizona Department of Environmental Quality (ADEQ) approval.

Subtask 3220 60% Design Plans

Subtask 3221 90% Design Plans

Subtask 3222 100% Design Plans

The Engineer will submit to the City a design plan set at 20-scale at the 60%, 90% and 100% Design stages including the following items:

a) Existing conditions including
- Right-of-way and easements with book and page numbers
- City Topography with supplement field survey data
- City Benchmarks
- Adjacent property lines and parcel owner information
- Large trees (4” diameter or greater at chest height)
- Landscaping
- Roadway limits
- FEMA Floodplain and Floodway limits
- All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project limits
- Pothole locations in the plan and profile and a table of pothole elevations to top of utilities
- 2025 Drone Aerial Imagery in background of plan view

b) Proposed improvements including:
- Gravity Sewer Main Plan and Profile
- Branch Main Plan and Profile
- Force Main Sewer Plan and Profile
- Effluent Main Plan and Profile
- Existing water, sewer, storm drain and dry utility conflicts and relocations
- Proposed sawcut and pavement, curb and gutter, and guard rail replacement limits
- Horizontal and vertical control with benchmark locations and City benchmark data

- Detail sheets
- Construction notes
- List of Standard Details

c) Estimated Design Plan Drawings:
- General Drawings: 5 sheets
- Project Geometrics and Survey Control: 4 Sheets
- Removals/Demolition: 6
- Effluent Main and Wastewater Sewer Main Design: 25
- Details: 3

Subtask 3230 60% Special Provisions

Subtask 3231 90% Special Provisions

Subtask 3232 100% Special Provisions

The Engineer will provide Special Provisions at the 60%, 90% and 100% stage as a supplement to the City's supplement to the Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction. Items included in the project but not covered by the City supplement will be in the special provisions produced by the Engineer.

Subtask 3240 60% Engineers Cost Estimate

Subtask 3241 90% Engineers Cost Estimate

Subtask 3242 100% Engineers Cost Estimate

The Engineer will provide an Engineers Estimate of Construction Cost at the 60%, 90% and 100% stage in a bid tab format.

➢ **Deliverables:**
- Digital .pdf submittal of the Preliminary and Final Sewer Report at the 60% and 90% design stage
- Digital .pdf submittal of the Final Approved Sewer Report
- Digital .pdf submittal of the Design Plan Set at the 60%, 90% and 100% stage
- Digital .pdf submittal of the Special Provisions at the 60%, 90% and 100% design stage
- Digital .pdf submittal of the Engineers Estimate of Construction Cost at the 60%, 90% and 100% design stage
- Two (2) hard copies of the 60%, 90% and 100% Design Plans

Subtask 3250 Final P.S. and E.

Task Detail 3251 Final Civil Plans

The Engineer will submit to the City Final Stamped and Signed Civil Plans of the Improvements for approval and City signature. Once signed by the City, the Engineer will provide digital copy of the signed plans in .pdf format.

Task Detail 3252 Special Provisions

The Engineer will submit to the City Final Stamped and Signed Special Provisions for the Improvements in .pdf format.

Task Detail 3253 Engineers Estimate of Construction Cost

The Engineer will submit to the City Final Stamped and Signed Engineers Estimate of Construction Cost for the Improvements in .pdf format.

Task Detail 3254 Bid Schedule

The Engineer will submit to the City a bid schedule in Microsoft Excel format for use in the bidding process

Task Detail 3255 Approved Permits

The Engineer will submit the approved permits obtained from the required environmental agencies.

- **Deliverables:**
  - Bid Ready Design Drawings, Special Provisions and Engineers Estimate of Construction Cost in .pdf format
  - Bid Schedule in Microsoft Excel format
  - CAD files of approved design drawings

Subtask 3260 Permitting

The Engineer will contact the regulatory agencies and develop the required applications and support documents for the following permits:

1) Yavapai County – The Engineer will contact Yavapai County Environmental Services (YCES) and obtain the required Approval to Construct (ATC).

Task Series 4000 Special Services

Task 4100 Land Surveying

Subtask 4110 Survey Control Network Update

The Surveyor will verify the condition and integrity of the 26 control points established during the Design Concept Report (DCR) phase of the project. Each point will be inspected to ensure it remains undisturbed and suitable for continued use. Any missing or compromised control points will be replaced as necessary to maintain the integrity of the control network.

In addition, up to five (5) new control points will be established at locations determined in coordination with the City and the selected Construction Manager at Risk (CMAR) contractor, to support future construction staking and quality control efforts.

Subtask 4120 Survey of Blue Staked Utilities

The Surveyor will record field coordinates of all existing utility identifiers placed in the field by utility companies as a result of the City's blue stake requests.

Subtask 4130 Field Topography Survey

The Surveyor will perform supplemental field topographic surveys on an as-needed basis to locate existing utilities, roadway elements, and drainage features that were not captured during the DCR phase. These surveys will be coordinated with the City and project design team to ensure all critical surface and subsurface features are accurately identified for final design and construction planning.

Subtask 4140 Staking of Alignments for Utilities, Easements or Right-of-Way

The Surveyor will field locate with paint or lathe and flagging the proposed new utility alignments and if necessary, easements or Right-of-Way to be acquired for the project. This will provide a visual reference for use during field walks by the Engineer, City, and Stakeholders for proposed property impacts and acquisition limits, and for impacts within existing City right-of-way. This task assumes approximately 1,000 linear feet of alignment staking at 50 foot intervals.

Subtask 4150 Right-of-Way and Easement Acquisition Maps

The Engineer will provide the City with right-of-way and easement acquisition maps showing the limits and area of proposed property acquisitions for the project. These maps will be updated at the 30%, 60%, 90% and Final Design stages on an as needed basis.

Subtask 4160 Legal Descriptions

The Surveyor will provide easement legal descriptions and accompanying maps as directed by the City after City approval of the 90% design plans. These items will be provided to the City by the Surveyor for use in acquiring the easements for recordation by the City. Legal descriptions and exhibits shall conform to the City's Legal Description and Exhibit checklist.

Based on the DCR phase it is anticipated that up to 4 legal descriptions will be necessary for this project including descriptions for permanent easements or right-of-way acquisitions

- **Deliverables:**
  - Up to four (4) legal descriptions and accompanying maps on 8.5" x 11" in .pdf format

Subtask 4170 Potholed Utility Location Survey

Under this subtask the Surveyor will provide lathe, flagging and/or paint marks for pothole locations for the pothole subconsultant based on the locations determined by the City approved pothole maps and the blue staked utility locations.

Other Direct Costs

Copying

The Engineer has added this item to cover various printing costs of maps, exhibits and reports, specifications and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Appendix A

City of Prescott
Effluent & Wastewater Pipelines & SR89 Improvements

City Project No. CIP2110-001

Task No.	Task Description	Lyon Engineering									WaterWorks Engineers													
		SVY	RLS	SRLS	ENG	PE	INSP	DRONE	Total	Lyon Total	Princ	PM	E&S	SPE	PE	DES	Tech	S EE	EE	E DES	CLER	Total	WaterWorks Total	Combined Total
		$ 200	$ 170	$ 190	$ 175	$ 225	$ 95	$ 200			$ 220	$ 185	$ 175	$ 150	$ 145	$ 125	$ 100	$ 165	$ 145	$ 125	$ 75			
Task Series 1000	**Project Management**																							
Task 1100	General					40			40	$ 9,000												0	$ -	$ 9,000
Task 1200	Project Meetings & Coordination																							
Subtask 1210	Kickoff Meeting					2			2	$ 450												0	$ -	$ 450
Subtask 1220	Design Phase Coordination and Workshop Meetings					40			40	$ 9,000												0	$ -	$ 9,000
Subtask 1230	Submittal Review Meetings					16			16	$ 3,600												0	$ -	$ 3,600
Subtask 1240	Coordination with Utility Companies					16			16	$ 3,600												0	$ -	$ 3,600
Subtask 1250	Coordination with CMAR					60			60	$ 13,500												0	$ -	$ 13,500
Task Series 1000 Subtotal		0	0	0	0	174	0	0	174	$ 39,150	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 39,150
Task Series 2000	**Pre-Design**																							
Task 2100	Pothole Coordination					16			16	$ 3,600												0	$ -	$ 3,600
Task 2200	Field Walk of Blue Stake					8			8	$ 1,800												0	$ -	$ 1,800
Task Series 2000 Subtotal		0	0	0	0	24	0	0	24	$ 5,400	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 5,400
Task Series 3000	**Effluent & Wastewater Pipelines**																							
Task 3100	Design Development																							
Subtask 3110	Base CAD File Production				120	30			150	$ 27,750	4				16							20	$ 3,200	$ 30,950
Subtask 3120	30% Preliminary Design				240	60			300	$ 55,500	24				4							28	$ 5,860	$ 61,360
Task 3200	Detailed Design																							
Subtask 3210	Preliminary Sewer & Effluent Report					24			24	$ 5,400	16				80							96	$ 15,120	$ 20,520
Subtask 3211	Sewer & Effluent Report					12			12	$ 2,700	8				88							96	$ 14,520	$ 17,220
Subtask 3220	60% Design Plans				320	80			400	$ 74,000	28				60							88	$ 14,860	$ 88,860
Subtask 3221	90% Design Plans				160	40			200	$ 37,000	16				36							52	$ 8,740	$ 45,740
Subtask 3222	100% Design Plans				80	20			100	$ 18,500	8				20							28	$ 4,660	$ 23,160
Subtask 3230	60% Special Provisions				80	20			100	$ 18,500	4				8							12	$ 2,040	$ 20,540
Subtask 3231	90% Special Provisions				40	10			50	$ 9,250	4				8							12	$ 2,040	$ 11,290
Subtask 3232	100% Special Provisions				16	4			20	$ 3,700	4				8							12	$ 2,040	$ 5,740
Subtask 3240	60% Engineers Cost Estimate				16	4			20	$ 3,700												0	$ -	$ 3,700
Subtask 3241	90% Engineers Cost Estimate				8	2			10	$ 1,850												0	$ -	$ 1,850
Subtask 3242	100% Engineers Cost Estimate				4	2			6	$ 1,150												0	$ -	$ 1,150
Subtask 3250	Final P.S. & E.				24	4			28	$ 5,100	2				4							6	$ 1,020	$ 6,120
Subtask 3260	Permitting				24	4			28	$ 5,100												0	$ -	$ 5,100
Task Series 3000 Subtotal		0	0	0	1132	316	0	0	1448	$ 269,200	118	0	0	0	332	0	0	0	0	0	0	450	$ 74,100	$ 343,300
Task Series 4000	**Special Services**																							
Task 4100	Land Surveying																							
Subtask 4110	Survey Control Network Update	24		4					28	$ 5,560												0	$ -	$ 5,560
Subtask 4120	Survey of Blue Staked Utilities	24		4					28	$ 5,560												0	$ -	$ 5,560
Subtask 4130	Field Topography Survey	120		4					124	$ 24,760												0	$ -	$ 24,760
Subtask 4140	Staking of Alignments for Utilities, Easements or Right-of-Way	40		4	16	8			68	$ 13,360												0	$ -	$ 13,360
Subtask 4150	Right-of-Way and Easement Acquisition Maps				24	4			28	$ 5,100												0	$ -	$ 5,100
Subtask 4160	Legal Descriptions		40	4					44	$ 7,560												0	$ -	$ 7,560
Subtask 4170	Pothole Utility Location Survey	16		2	8	4			30	$ 5,880												0	$ -	$ 5,880
Task Series 4000 Subtotal		224	40	22	48	16	0	0	350	$ 67,780	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 67,780
Task Series 1000 through 4000 Subtotal		224	40	22	1180	530	0	0	1996	$ 381,530	118	0	0	0	332	0	0	0	0	0	0	450	$ 74,100	$ 455,630
Other Direct Costs																								
	Copying									$ 1,000													$ -	$ 1,000
																							$ -	$ -
																							$ -	$ -
Other Direct Costs Subtotal										$ 1,000													$ -	$ 1,000
																							CONTRACT TOTAL =	**$ 456,630**

Labor Codes Legend:

Lyon Eng: SVY - Survey Crew, **RLS -** Registered Land Surveyor, **SRLS** - Senior Registered Land Surveyor, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **DRONE** - Aerial Drone

Water Works: Princ - Principal**, PM -** Project Manager**, E&S** - Electrical & Structural Senior Project Engineer, **SPE -** Senior Project Engineer, **PE** - Project Engineer, **DES** - Design Engineer, **S EE** - Senior Electrical Engineer, **EE** - Electrical Engineer, **E DES** - Electrical Designer, **CLER** - Clerical

T2 UES, Inc. dba
T2 Utility Engineers
19621 N. 23rd Drive
Suite 150
Phoenix, AZ 85027
602-977-8000 (phone)
www.t2ue.com

August 4, 2025

Lyon Engineering & Surveying, Inc.
Attn: Rich Poynor, PE
Email: rgpoynor@gmail.com
Phone: (928) 776-1750

RE: SR89 DCR
Subsurface Utility Engineering (SUE)
Scope of Services T2UE Proposal No. 16104-25-0006

Rich,

Thank you for the opportunity to propose on this project. Our experience providing subsurface utility engineering for State DOTs, counties, municipalities, and utility providers will enable us to successfully complete this utility investigation and meet the program and project goals. The combination of our resources and experience will provide you with the confidence that T2UE is the right choice to complete the project on time and on budget. For more information, please visit www.T2UE.com

Our Scope of Services is further detailed in the project understanding section of this proposal. This proposal has been prepared for the SR89 project from Willow Lake Road to Phippen Trail. We have provided you with a Unit Rate Fee to complete the specific items described within the Scope of Services. We respectfully request any comments or questions you may have. Thank you again for this opportunity.

PROJECT UNDERSTANDING

T2 UES, Inc. dba T2 Utility Engineers (herein referred to as T2UE) will complete a subsurface utility engineering (SUE) investigation for this project. This will involve attempting to locate only the 24" effluent line withing the corridor between Willow Lake Road and Phippen Trail. In addition, this project would include a full ASCE 38 Quality Level D, C, B, & A SUE utility investigation in accordance with the CI/ASCE Standard 38: *Standard Guideline for the Collection and Depiction of Existing Subsurface Utilities* within the project area as defined below.

ASCE 38 QUALITY LEVEL DEFINTIONS

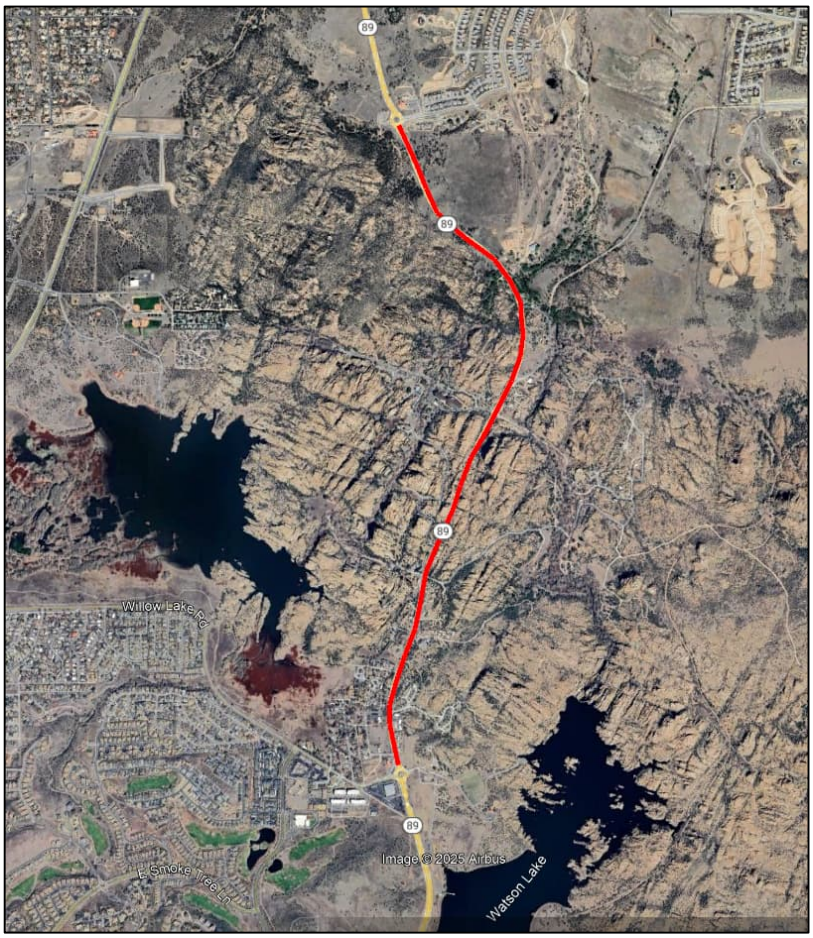
ASCE 38 provides a nationally recognized, standard guideline for the collection and depiction of existing subsurface utility data. The quality level provides a professional opinion of the quality and reliability of the utility information. The four quality levels defined by the ASCE Standard are as follows:

- Quality Level D (QLD): Record research of existing subsurface utilities within the project limits by contacting each utility owner and obtaining their available facility records. This process includes the investigation of untraceable (nonmetallic buried without trace wire) utilities that do not meet Quality Level C or B specifications. QLD information is based on information obtained from record drawings and includes utility type, ownership, size and material composition.
- Quality Level C (QLC): Inclusive of a QLD effort, the project team will provide QLC depiction of existing untraceable subsurface utilities by correlating surveyed surface evidence to the QLD utility records to obtain the utility location. QLC information includes utility type, ownership, size and material composition based on available record information.
- Quality Level B (QLB): Inclusive of the QLC and QLD effort of utility investigation further incorporates the use of surface geophysical techniques under the direction of a Professional Engineer licensed in the State of Arizona to determine the existence and horizontal position of underground utilities. This activity is called "designating." The information obtained in this manner is surveyed to project control. Two-dimensional (2D) utility information is obtained. QLB deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona

- Quality Level A (QLA): Inclusive of the QLB, QLC and QLD levels of utility investigation, incorporates the use of minimally intrusive Air-Vacuum Excavation methods at critical points to determine the precise horizontal and vertical position of underground utilities, as well as the type, size, condition, material and other characteristics. The excavation and data documentation activity is called Locating "excavation of test holes". It is the highest level of utility certainty presently available. When surveyed and depicted, precise plan and profile information is available for making final design decisions at the test hole locations. QLA deliverables are signed and sealed by a Professional Engineer licensed in the State of Arizona. Note: QLA test holes are not included within this scope and fee.

LIMITS OF INVESTIGATION

The overall project and SUE investigation will be conducted withing the ROW of SR89 from Willow Lake Road to Phippen Trail as shown in the image below:



SCOPE OF WORK

T2UE will utilize their full suite of geophysical equipment in an attempt to identify the horizontal position of only the 24" effluent line within the project area (shown in the as-built files provided by the Client on 01/10/2025 titled, "AB1987-013 - Sundog Effluent Line Plans 1987" and "AB1988-011 Effluent Diversion Phase 2"). If T2UE is successful in designating the line, the verified location will be marked using appropriate pink paint and flagging which is the standard industry color for temporary markings. This field information is then surveyed and depicted into a digitized CAD file compatible with the project design files.

A Professional Engineer licensed in the State of Arizona shall oversee, a full Subsurface Utility Engineering (SUE) investigation of the project area, excluding gravity sewer mains, to determine existing utility conditions within the project limits. As part of the SUE investigation for this project T2UE will complete the following tasks:

- QLD Utility Records Research

  The T2UE team shall perform the following activities as part of their research effort on this project:

  - Conduct a full reconnaissance and utility records research to aid in the identification of Utility Owners that may have facilities on, or be affected by the project.
  - Collect all applicable utility facility records available through Utility Owner(s), such as one-call notification, service maps, as-built drawings, standard drawings, service plats, construction plans from prior projects, local government or Agency permit exhibit drawings, and oral histories gained through interviews with Utility Owner officials and authorities.
  - Compile a list of all utility companies contacted for information. Note information received with contact information for each response and note non-response if applicable.
  - Attempt to identify all known and unknown utilities, except as noted below, within the project area at QLB and depict those utilities at the actual achieved utility Quality Level.

- Perform QLC & QLB Investigation

  - T2UE will survey existing visible surface utility appurtenances and correlate the information provided to the QLD utility records to obtain the utility location. This effort will update the utility information to QLC, and all data will be incorporated into the CAD file and final PDF deliverable.
  - Utilize geophysical utility locating techniques to determine the true horizontal position of conductive utilities within the project area. The project team will provide a QLB investigation of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities utilizing a variety of geophysical locating equipment to detect, verify and designate the location of subsurface utilities from above ground. Once designated (horizontally positioned), verified utilities are marked using appropriate pink paint and flagging which is the standard industry color for temporary markings. This field information is then surveyed and depicted into a digitized CAD file compatible with the project design files.
  - T2UE will utilize a full suite of geophysical equipment appropriate to existing site conditions for locating the type of utility being investigated. Utilities detected that were not identified by the records research will be termed “undocumented” and depicted on the plans as “unknown” utilities.
  - T2UE will use a complimentary suite of geophysical tools in an attempt to determine the location of undocumented utilities but cannot guarantee finding all undocumented utilities. Electromagnetic depths will not be recorded during this investigation.
  - As an additional step, T2UE will use inductive scanning techniques in critical areas to attempt to designate the presence of conductive undocumented utilities. QLA Test Holes may be necessary to confirm the existence of undocumented utilities in areas of potential conflicts.
  - GPR NOTE: T2UE will investigate the project site using Ground Penetrating Radar (GPR) equipment in an effort to detect larger non-metallic utilities. However, the degree of success of a GPR investigation is based entirely on the composition of the soils and the depth and scale of subsurface targets. Electrically non-conductive soils, such as quartz sands, typically allow for the study of phenomena to depths greater than 15 feet. Electrically conductive soils, such as clay, moist silt or saline soils typically preclude the investigation of targets deeper than 3-6 feet. A determination of a maximum attainable depth of investigation requires on-site resistive site calibration of the GPR equipment. Subsequently, due to the unknown receptiveness of site specific soils to the passage of radar energy, conclusive results cannot be guaranteed from GPR.
  - QLB depiction will be attempted on all mainline utilities included within T2UE’s geophysical investigation. However, storm drain and possibly non-metallic water will most likely be depicted at QLC or QLD dependent upon existing physical appurtenances associated with these lines; utilities that cannot be designated at QLB, but have existing physical appurtenances in the field will be depicted at QLC; utilities which cannot be designated at QLB and for which there are no visible physical appurtenances will be depicted at QLD per record.
  - Invert information and, where possible, pipe size/material will be collected at Storm Manholes as well as Storm Drain Catch Basins and Drop inlets, where accessible from the surface. The alignment of the storm pipes will be shown on the drawing based on a combination of record information received, results of the invert investigation, surveyed MH’s/CB’s and professional judgment. If confined space entry is required to obtain information of offset or excessively deep pipes, extra costs will be incurred and will be discussed with the client in advance.
  - T2UE will document top of nut elevations on water valves throughout the project limits.
  - Overhead Utilities, Gravity Sewer Mains, Sanitary Sewer Service Laterals, Underground storage tanks, septic fields, traffic loop systems and landscape irrigation are excluded from this investigation.

DELIVERABLES

- T2UE will deliver CAD drawings depicting the horizontal location of the utilities within the project area. The drawing will depict utilities within the investigation area at the achieved ASCE 38 Quality Level, tied to the project datum via survey.

ASSUMPTIONS

- Lyon Engineering and Surveying will provide the following:
  - Project survey control and existing topographic survey if available.
  - This Scope of Services has been detailed to ensure we are providing the services desired and agreed to by the client and T2UE. Services not specifically listed are assumed to be excluded from T2UE's scope.

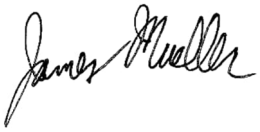
SCHEDULE

T2UE will work closely with the project team to provide deliverables in a timeframe consistent with the overall project schedule.

PROJECT ESTIMATE

For the services described, T2UE proposes compensation as outlined in the fee schedules attached. T2UE will not exceed the estimated fees without prior authorization from Client. Monthly invoices will be prepared upon conclusion for the actual work completed up to the estimated budget amount. We appreciate this opportunity to provide professional SUE and Surveying services for this project. Should you have any questions or require additional information, please do not hesitate to call.

Sincerely,



James Mueller, PE
Project Manager
Phone: 602-977-8076
Email: james.mueller@t2ue.com

SR89 DCR
Subsurface Utility Engineering
T2 Proposal 16104-25-0006

PROJECT ESTIMATE			
SUE Quality Level "D, C & B" Designating/Mapping			
*Utility Designating Crew	55,000 LF @	$1.41 per LF	$77,550.00
		Subtotal	**$77,550.00**
Professional Services			
*Project Manager	8 hours @	$180.00 per hour	$1,440.00
*Registered Land Surveyor	6 hours @	$175.00 per hour	$1,050.00
*SUE Supervisor	16 hours @	$125.00 per hour	$2,000.00
*CAD Technician	32 hours @	$115.00 per hour	$3,680.00
*Administrative	4 hours @	$100.00 per hour	$400.00
		Subtotal	**$8,570.00**
Misc., Permits & Maintenance of Traffic			
*Permits (assumed zero cost)	If Required (Billed Cost + 10%)		$0.00
*Traffic Control	If Required (Billed Cost + 10%)		$0.00
*Mobilization, Lodging, Per Deim	Lump Sum		$8,000.00
		Subtotal	**$8,000.00**
		TOTAL	**$94,120.00**

*** Proposal estimate only, the cost may vary due to unknown field conditions, municipality requirements and unknown number of utilities within the investigation area**

CALL & NICHOLAS, INC.

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Principals
T. M. Ryan
R. W. Pratt
L. R. Standridge
N. A. Asbury
S. D. Cylwik

PROPOSAL

To: Andrew Baird, P.E., Project Manager / Kimley-Horn & Associates, Inc.

From: Robert Cummings, P.E., Senior Project Manager / Call & Nicholas, Inc.
Michael Conley, P.E., Geological Engineer / Call & Nicholas, Inc.

Date: 14 August, 2025

Subject: Geotechnical Support for the Effluent Pipeline and SR89 Roadway Final Design
Granite Dells, City of Prescott, AZ

1.0 INTRODUCTION

Kimley-Horn & Associates, Inc (KHA) has completed a Design Concept Study (DCR) for the City of Prescott along State Route 89 (SR 89) from Phippen Trail to Willow Lake Road through the Granite Dells. The DCR identifies preferred alignments for the new effluent force main and re-use of the old effluent main and also presents two alternatives for roadway remediation: minimal widening to address sight distance issues and full widening to upgrade the facility to meet projected capacity demands. Call & Nicholas, Inc. (CNI), as geological rock engineering consultant, supported the DCR process with geological engineering that included the following:

- reconnaissance-scale field mapping to identify discontinuities preferred as rock backslope alternatives;
- ground penetrating radar (GPR) across the existing roadway to identify existing backfilled utility trenches, bedrock highs, and occurrences of rocky fill;
- seismic refraction geophysics at selected locations at roadway grade and atop the existing cuts to evaluate rock mass excavation issues;
- Concept-level geotechnical engineering reports presenting the observations, data obtained and generalized recommendations for the effluent main and roadway cuts.

KHA engaged Engineering & Testing Consultants, Inc. (ETC), a Prescott-based geotechnical engineering firm, to conduct test pits and hollow-stem auger (HSA) geotechnical borings along the roadway, and to deliver a geotechnical engineering report detailing those findings and covering such features as roadway pavement requirements and drainage features.

The next step in project delivery will be for the engineering team to work with the City and its selected Construction Manager At Risk (CMAR) contractor to develop detailed designs and a cost estimate for the preferred design options.

Because there are two roadway design alternatives presently under consideration – minimal widening with safety improvements and full widening for capacity as well as safety improvements – CNI has prepared two versions of the scope and fee attached to this proposal.

This proposal outlines the tasks CNI is to perform and their associated costs for design development, as follows:

1. Refined geological engineering and excavation recommendations to support the design and excavation planning for the new effluent force main and the re-use of the existing effluent transmission main, considering the proximity of the HOBAS sewer which must remain in service, and other factors such as traffic and access. Rock strength and abrasiveness testing were not performed for the DCR phase but are recommended for the design phase to support estimates of mechanical excavation productivity and costs. KHA has indicated that ETC will be tasked to obtain rock samples for CNI to test and analyze. CNI will depict the subsurface geotechnical conditions from CNI's and ETC's subsurface data. Close collaboration with the CMAR contractor will be essential to evaluate methods of excavation and backfilling, and mitigation of associated impacts to traffic and the surroundings.
2. Further geological engineering recommendations to support the roadway improvements other than full widening, which would address rock handling, vibration impacts, and constraints to the excavation required.
3. Field investigations to support full roadway widening should that alternative be selected. Activities will include detailed assessment of the specific fracture surfaces to be engaged as excavation back slopes, rock slope stability analyses, and defining the detailed rock excavation methodologies and possible rock reinforcement schemes that will attain the recommended cut slopes with respect to the adjacent land uses. Again, detailed and ongoing coordination with the CMAR contractor will be required.
4. Construction phase geotechnical support will be proposed in the future and would include review of contractor rock excavation processes and documents such as pre-blast surveys, blasting plans, blasting reports, and monitoring data; support for public meetings, and field reviews of revealed excavation conditions.

2.0 SCOPE OF WORK

The Scope of Work is described as work for the roadway and effluent main, however, there are certain activities that will pertain to both, which are identified in the task descriptions. Costs are shown in Tables 1 and 2.

2.1 Effluent Force Main Geotech Support and Minimal Widening

2.1.1 Task 1 Project Management and Coordination

This Task is set up to cover CNI's administrative coordination with KHA, its soil geotechnical subconsultant ETC, the City, and the CMAR contractor. Technical meetings and site visits are mostly captured under the technical Tasks. This Task will also cover activities such as routine project management, progress reporting, travel planning, and general communications not associated with other Tasks. Meetings under this Task are assumed to be virtual (no travel).

2.1.2 Task 2 Scheduled Meetings

This Task covers what are expected to be scheduled design reviews and meetings involving KHA, the CMAR contractor, the City, and other stakeholders and consultants. Most of these are presumed to be virtual, involving an hour or two each, biweekly or monthly. However, some issues are expected to be intensive enough to warrant personal attendance, so one meeting is proposed to involve travel for CNI senior project staff. A second meeting for similar purposes, or in-person support at a public meeting, is proposed. Messrs. Conley and Cummings will represent CNI.

2.1.3 Task 3 Site and Data Review

It is expected that a field meeting with the CMAR contractor and other stakeholders will be advisable to discuss geotechnical and related issues and observe field conditions. CNI expects to send two senior staff personnel. It will also be necessary for CNI personnel attending this or a different trip to Prescott to also transport rock core expected to be obtained by ETC, so time is allotted for sample handling by a lab technician.

CNI will assess the subsurface data including the geophysics, borings, and new test results and provide a compilation of interpreted subsurface geotechnical conditions along the

pipeline alignments, including graphical profile interpretations where supportable by the data. A memorandum will be distributed to the project team.

2.1.4 Task 4 Submittal Reviews

This task includes time for review and commentary on submittals related to rock excavation, trenching, and other rock geotechnical matters generated by the CMAR contractor. The reviews will be performed by senior CNI geotechnical staff. Work product will consist of emails or redlined pdfs.

2.1.5 Task 5 Special Provisions

It is assumed that special provisions will be produced by KHA and its other subconsultants, but CNI will provide support, including writing and commentary, for matters related to rock excavation and related impacts. For the full widening CNI will prepare a comprehensive blasting and rock reinforcement specification.

CNI has included laboratory rock mechanics testing in this Task because that testing will require a standalone memo to report the data and evaluate the results.

2.1.6 Task 6 Review Drawings

This task includes time for CNI to review construction drawings prepared by others. Like Task 5, the work will be performed by senior CNI geotechnical staff and include similar work products.

2.1.7 Tasks 7 and 8 Review Cost Estimates and Constructibility

These tasks include time for CNI to review construction cost estimates prepared by the CMAR contractor and work with the CMAR contractor to develop constructible approaches, for elements related to rock excavation and, for the full widening alternative, rock blasting. Like Tasks 5 and 6, the work will be performed by senior CNI geotechnical staff and include similar work products. Part of this work will be to refine the subsurface geotechnical interpretation.

2.2 SR 89 Full Roadway Widening Improvements

CNI's effort on the roadway widening study has focused on the roughly 5,700 linear feet

of roadway where the existing 3-lane sections (two through lanes and center turn lane) and 2-lane section pass through existing rock cuts. In this stretch the widening presents certain challenges that CNI has proposed to address by limiting the excavation and roadway footprint, exploiting the natural discontinuities and rock mass competence. The DCR identified widening to a 4-lane section as most consistent with capacity improvements that are warranted under future traffic projections. If the widening alternative is selected, it will be implemented after the effluent line improvements are complete.

If full roadway widening is chosen, CNI's Tasks 1-8 will be pursued in much the same way as described above for the minimal widening alternative, except that the level of effort for each Task is higher because of the increased work scope and project duration. Notably, the determination of the specific cut slope excavation approaches, methods and controls on blasting and drilling, public interaction, traffic control, and so on will occur through close coordination with the KHA team and the CMR contractor. CNI has budgeted to support a public meeting. For these reasons the time allocated for Scheduled Meetings, Task 2, is substantially higher than it is for the minimal widening alternative. There are also differences in the level of effort for reviewing construction documents and preparing specifications, and for the constructibility review which entails horizontal drilling and blasting for the full widening alternative.

The cost estimate for CNI's services proposed for full widening, attached as Table 2, adds three Tasks as described below. CNI's effort will add core drilling of the slopes and additional excavation characterization and support analysis, and a design geotechnical report covering that additional work, that will address approaches to excavation that balance cost efficiency with minimizing impacts to local residents, businesses, and the natural environment/corridor aesthetics.

2.2.1 Task 9 Field Exploration

In the DCR, KHA identified the location and extent of road widening at the conceptual level, based on CNI's reconnaissance-level characterization of discontinuities. CNI will identify what slopes require more detailed characterization for final design. The specific discontinuities to be exploited in cut slope excavation will be studied in the field and any changes will be recommended. CNI expects to carry out 2 to 3 diamond core drill holes on the cut slopes, and to test retrieved rock samples to support slope stability studies and give information for blasting

design. Core drilling will require lift equipment and traffic control to position the drill, personnel, and supporting equipment and supplies to carry out this work. It is expected that the work will take about a week altogether.

A placeholder cost has been inserted in Table 2 for the core drilling and associated traffic control. The drilling service provider for the full roadway widening alternative has not been chosen. CNI works with numerous specialty drilling contractors and will source that work if it is approved by KHA and the City. The placeholder cost is based on experience and judgment for similar work.

2.2.2 Task 10 Rock Excavation and Stability Analysis

CNI will assemble the geophysical and new rock core data to carry out rock slope stability analyses. All kinematic modes of slope movement will be considered, but from the geostructural pattern toppling is expected to be the mechanism of most concern for the steep slopes expected. From the geotechnical investigation CNI will identify if rock reinforcement is necessary to preclude toppling. (For example, toppling mechanisms near Pinto Creek along US 60 were arrested with rock bolts at the tops of cuts; the bolts were treated to make them visually non-intrusive.)

This Task will also include blasting calculations to determine what constraints and methods should be developed in conjunction with the CMAR contractor that are most consistent with protection of the surroundings. The horizontal blast method proposed will need to be optimized with respect to surrounding land uses. CNI would encourage an off-site test blasting demonstration before test blasting is accomplished within the site limits. If this can be arranged it will be proposed as an addition to the budget.

2.2.3 Task 11 Geotechnical Design Report

The DCR geotechnical roadway report was performed only to a conceptual level to support the DCR. It should be revised to support final design, to include the additional mapping, the core drilling, the laboratory testing, slope recommendations, and blasting precautions.

2.3 Construction Geotechnical Support *(Separate Contract, for Reference Only)*

CNI is available to support the post-design (construction phase) which would include

verifying cut slope stability, checking conformance with design provisions, reviewing blasting plans, reports, and monitoring data; providing technical support in the event of public complaints, reviewing implementation of cut slope and rock excavation plans, and re-evaluating constructibility assessments, methodologies, and procedures based on field results. CNI will evaluate the excavation processes in rock, review blasting and excavation plans, recommend local rock stabilization measures, evaluate excavation methodologies, respond to RFIs in connection with rock excavation and stabilization, and review miscellaneous submittals. These activities will be added to the Scope when appropriate.

3.0 PERSONNEL

The project will be managed by Robert Cummings, P.E., who will provide overall technical guidance and oversight, and will attend the public meetings if required. Michael Conley, P.E., will be the lead technical investigator. Field work will be performed by CNI field engineering geologists acting under Mr. Conley's direction. Other support will be provided by CNI senior technicians, draftspersons, laboratory personnel, and CNI's Technical Editor.

4.0 COST ESTIMATE

The cost estimates are presented in Tables 1 and 2 for the minimal widening and full widening alternatives, respectively. CNI works on a time-and-materials basis and reserves the right to transfer time and money among tasks as the project develops and work requirements become apparent. Estimated costs will not be exceeded without prior approval from KHA. The cost estimate does not include any foreign taxes; all foreign taxes are to be paid by KHA. Invoiced amounts will be totals payable to CNI.

5.0 PROJECT CONTROLS

Controls will be implemented to keep project delivery within budget and on schedule. While project cost and schedule updates can be provided to the client at any point during the project timeline, at a minimum CNI will provide updates on work performed at the following milestones:

- nominal 50% of the budgeted total
- nominal 90% of the budgeted total

Should CNI anticipate that the project is going to exceed the budgeted estimate, the client will be notified beforehand. Additional work beyond the budgeted amount will not be conducted unless approved by the client.

Other project controls may be necessary based on the size and scope of the project and can include the following:

- Kickoff meetings
- Gantt-chart updates
- Project forecasting
- Accrual estimates
- Hold-point meetings
- Change management systems
- Change order systems
- Regular feedback and reporting

6.0 ACCEPTANCE OF PROPOSAL

The acceptance of this proposal and services provided as outlined herein also constitutes an acceptance of CNI's insurance coverage and the limitation of our liability to that coverage, as follows:

Commercial General Liability

- Each Occurrence: $2,000,000
- General Aggregate: $4,000,000

Commercial Automobile Liability

- Combined Single Limit: $1,000,000

Excess Liability

- Each Occurrence: $3,000,000
- General Aggregate: $3,000,000

Workers' Compensation and Employer's Liability

- Each Accident: $1,000,000

Professional Liability

- Each Occurrence: $2,000,000
- General Aggregate: $2,000,000

.

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Table 1. Cost Estimate - Effluent & Wastewater Pipelines & SR89 Improvements
Geotechnical Rock Engineering Final Design (PS&E) Phase: Minimum Roadway Widening

Professional Fees	Hourly Rate	Task 1 Project Management and Coordination		Task 2 Scheduled Meetings		Task 3 Site and Data Review		Task 4 Submittal Reviews		Task 5 Special Provisons		Task 6 Review Drawings		Task 7 Review Cost Estimates		Task 8 Constructibility Review		TOTAL	
		Days	Dollars	Days	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars
D. E. Nicholas, P.E.	$ 336																		
T. M. Ryan, P.E.	$ 320																		
R. C. Barkley, P.E.	$ 273																		
R. W. Pratt, P.E.	$ 270																		
L. R. Standridge, P.E.	$ 270																		
N. A. Asbury, P.E.	$ 265																		
S. D. Cylwik, P.E.	$ 264																		
Senior Engineer/Hydro	$ 262	1.5	$3,144	3	$6,288	3	$7,860	1.5	$3,144	0.5	$1,048	0.5	$1,048	0.5	$1,048	1	$2,096	11.5	$25,676
Engineer V	$ 227																		
Engineer IV	$ 208	1	$1,664	4	$6,656	5	$10,400	1	$1,664	0.5	$832	1	$1,664	1	$1,664	1	$1,664	14.5	$26,208
Engineer III	$ 190																		
Engineer II	$ 169					2	$3,380											2	$3,380
Engineer I	$ 139																		
Engineer/Geologist	$ 112																		
Senior Technician	$ 132																		
Piezo Technician	$ 112																		
Lab Technician	$ 112					1	$1,120											1	$1,120
Drafting	$ 110																		
Technical Editor	$ 90									1	$720							1	$720
Clerical	$ 84																		
Administrative Fees (3%)	3%		$144		$388		$683		$144		$78		$81		$81		$113		$1,712
Subtotal Fees			**$4,952**		**$13,332**		**$23,443**		**$4,952**		**$2,678**		**$2,793**		**$2,793**		**$3,873**		**$58,816**
Expenses																			
Laboratory Testing							$7,192												$7,192
Expenses					$1,817		$1,216												$3,033
Traffic Control																			
Bird Seismic																			
Subtotal Expenses					**$1,817**		**$8,408**												**$10,225**
TOTALS			**$4,952**		**$15,149**		**$31,851**		**$4,952**		**$2,678**		**$2,793**		**$2,793**		**$3,873**		**$69,041**

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PS&E Laboratory Testing - SR 89 Granite Dells -- Minimal Widening

Test Type	Standard	Lab Fee	QTY	Total
Classification and Index Testing				
Moisture Content	ASTM D2216	$27		
Atterberg (Liquid & Plastic) Limits	ASTM 4318 Method A, wet prep (Default)	$253		
	ASTM 4318 Method B, dry prep	$235		
Particle Size Analysis	ASTM D6913/D7928 Wet Sieve (includes Hydrometer)	$403		
	Modified ASTM - Coarse or fine fraction only	$168		
	Bulk Sieve > 5000 grams add	$108		
Specific Gravity	ASTM D854 (- #4 fraction)	$164		
	ASTM C127 (+ #4 fraction)	$140		
	ASTM C128 (- #4 fraction)	$134		
Measured G_s for Hydrometer	ASTM D854, modified for - #10 fraction	$164		
Organic Content (OUTSIDE LAB)	ASTM D2974	$162		
Slake Durability	ASTM D4644	$289		
Standard Proctor Compaction	ASTM D698, Method A or B, 4" mold	$327		
	ASTM D698, Method C, 6" mold	$433		
Modified Proctor Compaction (w/ assumed G_s)	ASTM D1557, Method A, 4" mold	$358		
for measured Gs for Rock Correction add $110	ASTM D1557, Method B, 6" mold	$459		
Bulk Density by suspended weight		$34	6	$204
Bulk Density, modified for rock	ASTM D7263 - Method A (wax method)	$89		
Bulk Density, modified for rock	ASTM D7263 - Method B (core method)	$72		
Minimum Index Density	ASTM D4254 (0.1 cf mold)	$177		
Consolidation	ASTM D2435	$368		
- Sands and low plasticity silts	Time to consolidate per normal less than 2.5 hrs			
- High plasticity silts and clays	Time to consolidate per normal more than 2.5 hrs	$516		
Permeability				
Constant Head - granular soils - sand	ASTM D2434 - 3 inch or 4.5 inch dia permeameter	$459		
Constant Head - granular soils - gravel	ASTM D2434 - 6 inch or 9 inch dia permeameter	$845		
Constant Head - granular soils - with loading profile	Modified ASTM D2434	Quote		
Fine grained soils (>10% clay)	ASTM D5856 - 15	Quote		
Strength Testing				
Small Scale Direct Shear				
Natural Fracture or Saw Cut:	ASTM D5607, 2 points (normal traces) or less	$536		
Strain rate of 0.008 in/min	ASTM D5607, 3 or 4 points (normal traces)	$810	0	
	Additional 5th point (normal trace)	$150		
Low Plasticity Remolds & Intacts:	ASTM D3080*, 2 points (normal traces) or less	$526		
Strain rate of 0.0026 in/min to 0.008 in/min	ASTM D3080*, 3 or 4 points (normal traces)	$866		
Medium Plasticity Remolds:	Modified ASTM D3080 (ASTM withdrawn)	$1,054		
Strain rate of 0.0006 in/min to 0.0025 in/min	3-4 point strength envelope			
High Plasticity Remolds [(1)]**:**	Modified ASTM D3080	$1,793		
Strain rate of 0.0002 to 0.0005 in/min	3-4 point strength envelope			
Large Scale Direct Shear	ASTM D3080*/D5607, 2 points or less	$977		
	ASTM D3080*/D5607, 3 or 4 points (normal traces)	$1,681		
Uniaxial Compression	ASTM D2166/D7012 Method C, peak load only	$228		
	ASTM D2166/D7012 Method D, axial deformation	$256	0	
	ASTM D2166/D7012 Method D, with elastic modulii through Strain Measurement	$504	4	$2,014
	ASTM D2845 WK18764 Pulse Velocities (Unstressed)	$182	4	$728
	For PQ size core, add per sample	$109		
Brazilian Disk Tension	ASTM D3967	$126	4	$504
Point Load (standard)	ASTM D5731	$74	10	$741
Point Load (w/ controlled load rate)	ASTM D5732	$86		
Triaxial Compression	ASTM D7012 Method A, peak only	$361		
(Unconsolidated/Undrained for rock)	Residuals, per point (first point included)	$81		
	For PQ size core, add per sample	$127		
Additional Testing				
Surface Roughness Profile	--	$59		
Sulfate Soundness	ASTM D5240	Quote		
Brittleness, Abrasivity	--	Quote		$3,000
Preparation Fees		**Quote**		
Additional lab photos	per photo	$30		
Core drilling (per 6")	BQ / NQ Core	$119		
	HQ Core	$119		
Additional sample prep	per hour	$142		
			TOTAL:	$7,192

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Table 2. Cost Estimate - Effluent & Wastewater Pipelines & SR89 Roadway Improvements
Geotechnical Rock Engineering Final Design (PS&E) Phase with Full Roadway Widening

Professional Fees	Hourly Rate	Task 1 Project Management and Coordination		Task 2 Scheduled Meetings		Task 3 Site and Data Reviews		Task 4 Submittal Reviews		Task 5 Special Provisons		Task 6 Review Drawings		Task 7 Review Cost Estimates		Task 8 Constructibility Review		Task 9 Field Exploration		Task 10 Rock Ex and Stability Analysis		Task 11 Geotechnical Design Report		TOTAL	
		Days	Dollars	Days	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days*	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars
D. E. Nicholas, P.E.	$ 336																								
T. M. Ryan, P.E.	$ 330																								
R. C. Barkley, P.E.	$ 271																								
R. W. Pratt, P.E.	$ 330																								
L. R. Standridge, P.E.	$ 330																								
N. A. Asbury, P.E.	$ 275																								
S. D. Cylwik, P.E.	$ 275																								
Senior Engineer/Hydro	$ 271	2.5	$5,420	7.5	$16,260	3	$8,130	2.5	$5,420	1.5	$3,252	1.5	$3,252	1	$2,168	2	$4,336	2	$5,420	1	$2,710	2	$4,336	26.5	$60,704
Engineer V	$ 235																								
Engineer IV	$ 215	1.5	$2,580	5	$8,600	5	$10,750	3.5	$6,020	0.25	$430	2.5	$4,300	1.5	$2,580	2.5	$4,300	5	$10,750	4	$8,600	4	$6,880	34.75	$65,790
Engineer III	$ 196																								
Engineer II	$ 175																	7	$12,250	3	$5,250	4	$5,600	14	$23,100
Engineer I	$ 144																								
Engineer/Geologist	$ 126																								
Senior Technician	$ 136																								
Lab Technician	$ 118					1	$1,180											1	$1,180					2	$2,360
Drafting	$ 114																								
Technical Editor	$ 94									1	$752											2	$1,504	3	$2,256
Clerical	$ 86																	0.5	$430					0.5	$430
Administrative Fees (3%)	3%		$240		$746		$602		$343		$133		$227		$142		$259		$901		$497		$550		$4,640
Subtotal Fees			**$8,240**		**$25,606**		**$20,662**		**$11,783**		**$4,567**		**$7,779**		**$4,890**		**$8,895**		**$30,931**		**$17,057**		**$18,870**		**$159,280**
Expenses																									
Laboratory Testing																			$11,586						$11,586
Expenses					$2,836		$1,236												$3,791						$7,862
Traffic Control																			$10,000						$10,000
Core Drilling (3 holes)																			$45,000						$45,000
Subtotal Expenses					**$2,836**		**$1,236**												**$70,377**						**$74,448**
TOTALS			**$8,240**		**$28,442**		**$21,898**		**$11,783**		**$4,567**		**$7,779**		**$4,890**		**$8,895**		**$101,308**		**$17,057**		**$18,870**		**$233,728**

CALL & NICHOLAS

PS&E Laboratory Testing - SR 89 Granite Dells -- Full Widening

Test Type	Standard	Lab Fee	QTY	Total
Classification and Index Testing				
Moisture Content	ASTM D2216	$27		
Atterberg (Liquid & Plastic) Limits	ASTM 4318 Method A, wet prep (Default)	$253		
	ASTM 4318 Method B, dry prep	$235		
Particle Size Analysis	ASTM D6913/D7928 Wet Sieve (includes Hydrometer)	$403		
	Modified ASTM - Coarse or fine fraction only	$168		
	Bulk Sieve > 5000 grams add	$108		
Specific Gravity	ASTM D854 (- #4 fraction)	$164		
	ASTM C127 (+ #4 fraction)	$140		
	ASTM C128 (- #4 fraction)	$134		
Measured G_s for Hydrometer	ASTM D854, modified for - #10 fraction	$164		
Organic Content (OUTSIDE LAB)	ASTM D2974	$162		
Slake Durability	ASTM D4644	$289		
Standard Proctor Compaction	ASTM D698, Method A or B, 4" mold	$327		
	ASTM D698, Method C, 6" mold	$433		
Modified Proctor Compaction (w/ assumed G_s)	ASTM D1557, Method A, 4" mold	$358		
for measured Gs for Rock Correction add $110	ASTM D1557, Method B, 6" mold	$459		
Bulk Density by suspended weight		$34		
Bulk Density, modified for rock	ASTM D7263 - Method A (wax method)	$89		
Bulk Density, modified for rock	ASTM D7263 - Method B (core method)	$72	6	$432
Minimum Index Density	ASTM D4254 (0.1 cf mold)	$177		
Consolidation	ASTM D2435	$368		
- Sands and low plasticity silts	Time to consolidate per normal less than 2.5 hrs			
- High plasticity silts and clays	Time to consolidate per normal more than 2.5 hrs	$516		
Permeability				
Constant Head - granular soils - sand	ASTM D2434 - 3 inch or 4.5 inch dia permeameter	$459		
Constant Head - granular soils - gravel	ASTM D2434 - 6 inch or 9 inch dia permeameter	$845		
Constant Head - granular soils - with loading profile	Modified ASTM D2434	Quote		
Fine grained soils (>10% clay)	ASTM D5856 - 15	Quote		
Strength Testing				
Small Scale Direct Shear				
Natural Fracture or Saw Cut:	ASTM D5607, 2 points (normal traces) or less	$536		
Strain rate of 0.008 in/min	ASTM D5607, 3 or 4 points (normal traces)	$810	3	$2,429
	Additional 5th point (normal trace)	$150		
Low Plasticity Remolds & Intacts:	ASTM D3080*, 2 points (normal traces) or less	$526		
Strain rate of 0.0026 in/min to 0.008 in/min	ASTM D3080*, 3 or 4 points (normal traces)	$866		
Medium Plasticity Remolds:	Modified ASTM D3080 (ASTM withdrawn)	$1,054		
Strain rate of 0.0006 in/min to 0.0025 in/min	3-4 point strength envelope			
High Plasticity Remolds [(1)]**:**	Modified ASTM D3080	$1,793		
Strain rate of 0.0002 to 0.0005 in/min	3-4 point strength envelope			
Large Scale Direct Shear	ASTM D3080*/D5607, 2 points or less	$977		
	ASTM D3080*/D5607, 3 or 4 points (normal traces)	$1,681		
Uniaxial Compression	ASTM D2166/D7012 Method C, peak load only	$228	6	$1,367
	ASTM D2166/D7012 Method D, axial deformation	$256		
	ASTM D2166/D7012 Method D, with elastic modulii through Strain Measurement	$504	4	$2,014
	ASTM D2845 WK18764 Pulse Velocities (Unstressed)	$182	4	$728
	For PQ size core, add per sample	$109		
Brazilian Disk Tension	ASTM D3967	$126	4	$504
Point Load (standard)	ASTM D5731	$74	15	$1,112
Point Load (w/ controlled load rate)	ASTM D5732	$86		
Triaxial Compression	ASTM D7012 Method A, peak only	$361		
(Unconsolidated/Undrained for rock)	Residuals, per point (first point included)	$81		
	For PQ size core, add per sample	$127		
Additional Testing				
Surface Roughness Profile	--	$59		
Sulfate Soundness	ASTM D5240	Quote		
Brittleness, Abrasivity	--	Quote		$3,000
Preparation Fees		**Quote**		
Additional lab photos	per photo	$30		
Core drilling (per 6")	BQ / NQ Core	$119		
	HQ Core	$119		
Additional sample prep	per hour	$142		
			TOTAL:	$11,586

July 31, 2025

Mr. Andrew Baird, P.E.
Kimley-Horn
101 West Goodwin Street, Suite 303
Prescott, Arizona 86303

Re: Effluent & Wastewater Pipelines & SR89 Improvements: Final Design Phase – Scope of Work and Cost Estimate for Public Involvement Services

Mr. Baird:

Beta Public Relations (BetaPr) respectfully submits this scope of work and cost estimate for Public Involvement Services for the City of Prescott's Effluent & Wastewater Pipelines & SR89 Improvements: Final Design Phase. The project consists of public outreach and involvement efforts to educate, involve, notify and obtain feedback from local stakeholders and the Prescott Community related to the final design of this project.

Due to the high-profile nature of this project, public involvement is critical for gathering data, managing perception and shaping the final design of the project. We have developed a comprehensive approach to public outreach for the Prescott Community. Outlined below are the tasks associated with the project. If necessary, we can adjust any task you see below. Note that only tasks or direct expenses undertaken will be billed.

Project Task	Estimated Cost
Task 1 – Project Notification Flier Design and Production BetaPr will design and produce up to four (4) project notification fliers for distribution. The fliers will be designed to provide updates on the project, invite stakeholders to the neighborhood and public meetings, and highlight avenues to obtain additional project information and stay informed throughout final design.	$3,200.00
Task 2 – Project Notification Flier Mailing and Distribution The fliers can be mailed to stakeholders who live directly along the project corridor, or bulk mailed to saturate further areas. In addition to this distribution, the fliers can be available at City Hall, Public Works office and the Prescott Library for stakeholders around the City to obtain.	$800.00
Task 3 – Newspaper Advertisement Design and Publication To reach a broader audience, BetaPr will design and publish four (4) newspaper advertisements in each of the *Daily Courier, Prescott Valley Tribune and Chino Valley Review,* totaling 12 newspaper advertisements in total. The newspaper advertisements will be designed to mirror the project notification fliers.	$1,600.00
Task 4 – Press Releases and Social Media Support BetaPr will develop press releases and social media campaigns throughout the design phase to provide information about the status of the project, invite stakeholders to meetings and provide milestone updates. BetaPr will coordinate with the City Manager's Office to disseminate all media releases through internal City social media and communications channels, and will leverage their media contacts for mass coverage.	$1,500.00

Task 5 – Virtual Meeting Room Maintenance BetaPr will maintain the existing Virtual Meeting Room. The meeting room can be populated with project information, displays, maps, videos, educational elements and other project-specific materials. The meeting room allows stakeholders to obtain pertinent project information, interact with project displays, view videos, provide feedback, share contact information for future communication and learn more about the project as long as they have access to a computer or mobile device with internet access.	$12,000.00
Task 6 – Project Email Address Maintenance BetaPr will maintain the existing project email address throughout the final design phase. Emails will be documented and answered during the course of the design phase with all issues/questions directed immediately to the project team for resolution if necessary.	$4,000.00
Task 7 – Public Comments Log A Public Comments Log documenting all project emails received and the resolution of those inquiries will be provided to the project team as part of the Public Relations Updates highlighted in Task 8.	$1,300.00
Task 8 – Public Relations Updates and Project Team Meetings BetaPr will attend project team meetings and produce Public Relations Updates as needed throughout the design phase. Public Relations Updates will provide analytics from the Virtual Meeting Room and project website, highlight any public outreach tasks planned or completed, and highlight public comments and media updates. Project team meetings can be attended in-person or virtually, depending on what is feasible.	$4,000.00
Task 9 – eNews Releases and Database Development The main vehicle for disseminating project information will be the eNewsletter, or eNews. eNews will be distributed electronically to interested parties, businesses, stakeholders and the media on an as-needed basis to alert the community of survey operations, provide project updates, highlight engagement opportunities and invite stakeholders to attend the public meetings. The existing project database generated from the pre-design and DCR phases (465 current contacts) will continue to be updated to include any new interested party contacts for future eNews communications.	$7,000.00
Task 10 – Project Website Maintenance The pre-existing project website *(www.sr89improvements.com)* will continue to be maintained and populated with project-specific information, a link to the Virtual Meeting Room, digital engagement opportunities, an eNews sign-up form, and additional resources to help stakeholders understand the project.	$5,000.00

Task 11 – Facilitate Public and Neighborhood Meetings BetaPr will facilitate two public meetings and one neighborhood specific meeting to present the project design to stakeholders. One meeting will be designed specifically for residents who live directly within the project corridor, with two meetings geared towards the entire Prescott community. The meetings will include sign-in sheets, comment forms and project displays to help stakeholders visualize the improvements. Facilitation includes acquiring a venue, producing meeting materials/displays, assisting with presentations, and meeting set-up and take-down. A comprehensive public meeting summary will be created and provided to the team compiling all comments and input received at each meeting.	$7,500.00
Task 12 – Education Campaign BetaPr will undertake a series of educational campaigns as part of the design phase. Educational campaigns will inform stakeholders on various project elements and how they are designed to allow a greater understanding of the project. The campaigns can educate the community on topics such as: rock removal techniques, how a traffic study is performed, effluent and wastewater infrastructure and more. These campaigns will be a combination of digital assets (FAQ's, press releases, etc.) and video creations featuring project team members explaining/performing the work. These campaigns are designed to educate the community, so they understand the tasks the Project Team is undertaking. Additionally, they will help to visualize and humanize our project and team.	$3,000.00
Task 13 – Miscellaneous Graphic Design Services BetaPr will provide graphic design services to create any project maps, displays, stakeholder meetings materials, FAQs, graphics or educational materials needed for this project.	$2,000.00
Total Estimated Labor Expenses	**$52,900.00**

Direct Expenses	Estimated Cost
Notification Flier Printing – 10,000 pieces* x $0.50 per piece (2,500 per notification flier) ** Includes mailings and copies to be displayed in City facilities.*	$5,000.00
Postage – 8,000 pieces* x $0.73 per piece (2,000 per notification flier) ** Includes direct and bulk mail postage as directed by the project team.*	$5,840.00
Newspaper advertising fee – 12 publication runs in the *Daily Courier, Prescott Valley Tribune and Chino Valley Review*	$6,000.00
Public Meeting Display Printing – Ten 24" x 36" Displays Printed	$1,500.00
Digital Marketing Suite* – $90.00 per month x 12 months ** Digital Marketing Suite includes website, email address and eNewsletter service.*	$1,080.00
Total Estimated Direct Expenses	**$19,420.00**

Total Estimated Project Cost $72,320.00

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with Kimley-Horn to provide effective public involvement support throughout the final design phase of the Effluent & Wastewater Pipelines & SR89 Improvements.

Sincerely,

Conner Cassens
Vice President/Sr. Project Manager
BetaPr

ENGINEERING & TESTING CONSULTANTS, INC.
❖417 N. Arizona Street ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: *8/13/2025*

Client: ***Kimley-Horn***

Client Address: ***101 W. Goodwin Street, STE 303***
Prescott, AZ 86303

Phone: ***c: (602) 620-3785***

Email: ***Andrew.Baird@Kimley-Horn.com***

Authorized Representative or Person to Contact: ***Andrew Baird, P.E.***

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:

EFFLUENT & WASTEWATER PIPELINES & SR89 IMPROVEMENTS - PRESCOTT: ETC will perform thirty (30) additional borings at locations provided to us to a depth of 9.5 feet, or to auger refusal.

We anticipate attending at least two meetings before and/or after completion of the fieldwork. ETC will coordinate utility location services for all borings. We understand all borings are to be performed at night, so rates for nights and weekends has been included.

A revised final report will be prepared with the results of all forty (40) borings, laboratory test results, discussion of subsurface conditions encountered, and will provide recommendations for site grading/earthwork, utility backfill, and pavement structural sections.

The Geotechnical Engineering report will be provided for a lump sum fee as shown below. Any other requested 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: $ *28,900.00*

SCHEDULE: Start Date: Upon receipt of signed contract Completion Date: Approx. 5-6 weeks after field work

Any schedule stated herein is specifically subject to the conditions and agreements set forth on the following pages hereof.

Client _____

By _____

Date _____

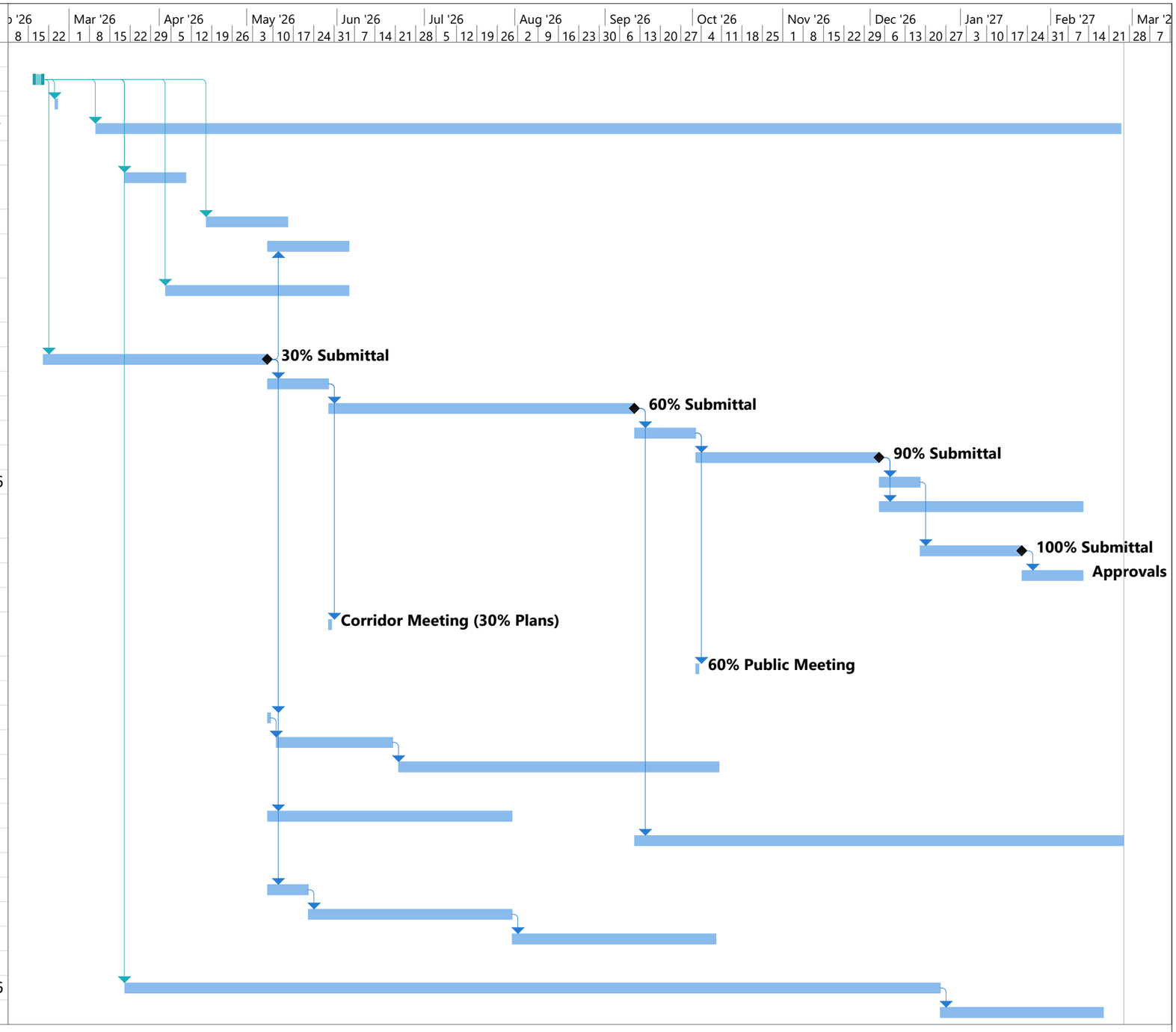
ENGINEERING & TESTING CONSULTANTS

By Rick Kerr
Authorized Representative

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona St., Prescott, AZ 86301

Appendix B
Project Schedule

ID	Task Mode	Task Name	Duration	Start	Finish
1		**Management**			
2		Council Award/NTP	3 days	Tue 2/17/26	Thu 2/19/26
3		Kick Off Meeting	1 day	Tue 2/24/26	Tue 2/24/26
4		Project Management	252 days	Tue 3/10/26	Wed 2/24/27
5		**Field/Data Collection**			
6		Supplemental Data Collection	15 days	Fri 3/20/26	Thu 4/9/26
7		Supplemental Survey	20 days	Fri 4/17/26	Thu 5/14/26
8		Utility Designating/Potholing	20 days	Fri 5/8/26	Thu 6/4/26
9		Geotechnical Investigation/Report	45 days	Fri 4/3/26	Thu 6/4/26
10		**Design**			
11		30% Submittal	55 days	Fri 2/20/26	Thu 5/7/26
12		Agency Review	15 days	Fri 5/8/26	Thu 5/28/26
13		60% Submittal	75 days	Fri 5/29/26	Thu 9/10/26
14		Agency Review	15 days	Fri 9/11/26	Thu 10/1/26
15		90% Submittal	45 days	Fri 10/2/26	Thu 12/3/26
16		Agency Review	10 days	Fri 12/4/26	Thu 12/17/26
17		ADEQ Review (Effluent / WW Line)	50 days	Fri 12/4/26	Thu 2/11/27
18		100% Submittal	25 days	Fri 12/18/26	Thu 1/21/27
19		Approvals	15 days	Fri 1/22/27	Thu 2/11/27
20		**Outreach**			
21		Corridor Meeting (30% Plans)	1 day	Fri 5/29/26	Fri 5/29/26
22		60% Public Meeting	1 day	Fri 10/2/26	Fri 10/2/26
23		**Land / Right of Way**			
24		TCE / ROW Needs	1 day	Fri 5/8/26	Fri 5/8/26
25		Legals/Exhibits	30 days	Mon 5/11/26	Fri 6/19/26
26		Acquisition	80 days	Mon 6/22/26	Fri 10/9/26
27		**Drainage/Environmental**			
28		Biological/Cultural	60 days	Fri 5/8/26	Thu 7/30/26
29		No-Rise/CLOMR	120 days	Fri 9/11/26	Thu 2/25/27
30		**Utility Coordination**			
31		Conflict Identification	10 days	Fri 5/8/26	Thu 5/21/26
32		Utility Relocation Design	50 days	Fri 5/22/26	Thu 7/30/26
33		Utility Relocation	50 days	Fri 7/31/26	Thu 10/8/26
34		**CMAR**			
35		Pre Construction	200 days	Fri 3/20/26	Thu 12/24/26
36		GMP	40 days	Fri 12/25/26	Thu 2/18/27



Project: Glassford Schedule
Date: Mon 2/2/26

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

CITY OF PRESCOTT
ARIZONA

PROFESSIONAL SERVICES AGREEMENT

Preliminary Design Services for Effluent & Wastewater Pipelines and SR 89 Improvements

Contract No. 2025-066

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

WHEREAS the City completed the procurement process for professional services in accordance with the City's Procurement Code and Arizona law; and

WHEREAS Kimley-Horn and Associates, Inc. (hereinafter referred to as "Professional"), has expertise in providing design and engineering services and is willing and able to provide professional services to the City for the project known and described as the Effluent & Wastewater Pipelines and SR 89 Improvements Project, Capital Project No. 2110-001 (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:

I. 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").

II. 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.

III. 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.

IV. 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.

V. 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.

VI. 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 November 19, 2024, Exhibit B - Certificates of Insurance and Required Endorsements, Additional Exhibits, Contract Modifications including but not limited to Task Orders, Allowance Authorizations, Task Reallocations, and Contract Amendments, are by this reference made a part of this Agreement to the same extent as if set forth herein in full.

For On-Call Professional Service Contracts, the Professional shall provide a project-specific Scope of Work, Task and Fee Estimate, Project Schedule, availability of staff and an updated Certificate of Insurance with Endorsements per Section XVII, for each Task Order issued, and these documents are also incorporated by reference into this Agreement.

VII. TIME OF COMPLETION; TERM: The Project involves the health, safety, and welfare of the general public; therefore, delivery time is of the essence. All Services shall be completed to the satisfaction of the City and shall be performed in compliance with the Professional's approved project schedule identified in Exhibit A. Any request by the Professional for an extension in time shall be in writing and include a revised project schedule, which will be considered for approval by the City. Neither Party shall be bound by any change in project schedule unless mutually agreed upon in writing and mutually signed by the authorized representatives of the Parties.

A. The Professional shall complete all Services within three hundred forty-six (346) Calendar Days from the Contract Execution Date (located just before the signature page). If a further or more detailed schedule is set forth in Exhibit A, the Professional shall strictly comply with said schedule and failure to do so, without the prior written agreement of the City, shall be a material breach of this Agreement. The Professional shall promptly respond (and in no event more than ten (10) calendar days after receiving the request) to any requests for approvals, information, or clarification within sufficient time to allow the City to timely respond to contractors or other parties involved in the Project, so as to not delay the Project.

B. Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Agreement.

C. The Professional has thirty (30) calendar days from final approval of all Services or submittals to submit the Professional's final invoice to the City for payment. The time allotted for in VII.A. includes these thirty days.

VIII. CONTRACT AMOUNT: The Contract Amount to be paid by the City to the Professional shall not exceed nine hundred ninety-seven thousand, seven hundred thirteen dollars and zero cents ($997,713.00), based on the negotiated rates and actual cost reimbursement schedule as defined in Exhibit A.

A. PAYMENTS: The Professional shall be paid in installments based upon monthly progress reports and detailed invoices submitted by the Professional in such form as approved by the City, and subject to the following limitations:

1. Monthly progress reports shall include a summary of costs billed by labor category and tasks and shall be formatted to permit comparison of actual-to-proposed costs and a breakdown of costs incurred by each Subcontractor.

2. Prior to the approval of preliminary documents (i.e., 30% plans), the billed amount shall not exceed 40% of the total Contract Amount.

3. Prior to approval of the final design documents deliverable under the Services, the billed amount shall not exceed 90% of the total Contract Amount.

4. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed 90% of the total Contract Amount prior to submittal of the final report deliverables including final as-builts.

B. ADDITIONAL SERVICES: Additional services as approved, shall be paid for based on the actual completed services. Payment for additional services shall be made only if such additional services are expressly approved, in writing, by the City prior to the additional services being performed. The City shall issue a written Contract Modification for any approved additional services and the City will not pay for any costs not expressly designated as reimbursable in this Agreement or the written approval for the additional services.

C. SUBCONTRACTORS: The Contract Amount includes payment for any and all Services to be rendered by the Professional or Subcontractors which the Professional may employ for this Agreement. It is expressly agreed by and between the parties that the Professional

is solely responsible for any and all payment to such any other professionals or Subcontractors retained by the Professional.

D. REIMBURSEABLE EXPENSES: No reimbursable expenses or costs of any kind (such as travel expenses) shall be paid by the City unless expressly approved by the City in writing as part of the accepted rates and reimbursement schedule. Any approved reimbursable expenses will be paid at the actual cost without any markup applied by the Professional and will be paid only after they are incurred.

IX. PAYMENT: The Professional shall bill the City monthly for the fees and reimbursable costs due to the Professional. Subject to the limitations set forth in Section VIII(A) above, the City shall make payments within thirty (30) days of the City's approval of the Professional's invoice.

A. As a necessary precondition to any payment under this Agreement, the City may require the Professional to provide such certifications; lien waivers (in statutory form); and proofs of performance, costs, and/or percentage of completion, as may be reasonably required by the City, to ensure that payment is then due and owing pursuant to the payment terms set forth in this Agreement.

B. If a dispute over payment arises, and during all claims resolution proceedings, including mediation and arbitration, the Professional shall continue to render the Services in a timely manner.

C. Payment by the City does not constitute acceptance by the City of the Services or the Professional's performance, nor does payment constitute a waiver of any rights or claims by the City.

D. Payment of the total amount provided for under Section VIII shall not relieve the Professional of its obligation to complete the performance of all Services.

E. Should the City request in writing Additional Services beyond those specified in this Agreement and Exhibit A, then charges and payments will be made in accordance with Section XI.

F. The Professional shall be solely responsible for any and all tax obligations which may result out of the Professional's performance of this Agreement. The City shall have no obligation to pay any amounts for taxes, of any type, incurred by the Professional.

G. In the event of Agreement termination, the City shall pay to the Professional only such compensation, including reimbursable expenses, due for Services properly performed on the Project prior to the termination date, minus any offsets due the City for any reason. Upon any termination, no payments shall be due from the City to the Professional unless and until the Professional has delivered to the City full sized and usable copies (including any and all CAD, BIM, and/or computer files) of all documents, designs, drawings, and specifications generated by the Professional in relation to the Project.

X. NON-AVAILABILITY OF FUNDS: Fulfillment of the payment obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision

is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this section.

XI. 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 Department, 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.

XII. 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.

XIII. 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.

XIV. 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.

XV. COMPLIANCE WITH FEDERAL AND STATE LAWS: All Services performed by Professional shall be performed in compliance with all applicable federal, state, county, or city laws, rules, regulations, and ordinances, including, without limitations, those set forth on the attached Exhibit C, if applicable. Professional, at Professional's expense, shall be responsible for obtaining all necessary licenses, permits and governmental authorizations required to perform the Services. Professional understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

A. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: The Professional and any Subcontractors are required to comply with all applicable provisions of Title VII of the Civil Rights Act, Sections 501 and 505 of the Rehabilitation Act, Section 109 of the Housing and Community Development Act, the Age Discrimination Act, the Americans With Disabilities Act, the Equal Pay Act, the Genetic Information Non-Discrimination Act, the Vietnam Era Veterans Readjustment Act, and all applicable federal regulations or executive orders related to these laws. Additionally, the Professional and any Subcontractors are required to comply with Arizona law on nondiscrimination and equal employment opportunity, including the Arizona Civil Rights Act and Arizona Governor Executive Orders 99-4, 2000-4 and 2009-09, as amended. The Professional agrees not to discriminate on the grounds of age, race, color, national origin, religion, sex, disability, pregnancy, veteran, familial status, or any other protected status in the selection and retention of employees and subcontractors, including procurement of materials and leases of equipment.

B. EMPLOYEES ON PUBLIC WORKS CONSTRUCTION PROJECTS; E-VERIFY REQUIREMENT:

1. The Professional shall comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, "Residence Requirements for Employees", as amended.

2. Under the provisions of A.R.S. § 41-4401, the Professional hereby warrants to the City that the Professional and each of its Subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter referred to as "Professional Immigration Warranty"). The Professional further understands and acknowledges that:

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

   b. The City retains the legal right to inspect the papers of any Professional or Subcontractors' employee to ensure that the Professional or Subcontractor is complying with the Professional Immigration Warranty. Professional agrees to assist the City in regard to any such inspections.

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

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

   e. The provisions of this Article shall be included in any contract the Professional enters into with any and all of its Subcontractors who provide Services under this Agreement. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a professional or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement of real property.

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

D. FORCE LABOR OF ETHNIC UYGHURS CERTIFICATION: Pursuant to A.R.S. § 35-394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

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

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

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

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

E. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS:

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

2. Affirmative steps shall include:

   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.

XVI. NOTIFICATIONS: Notice shall be deemed effective five (5) business days after deposit for delivery or at time of receipt, whichever is earlier. Any notices to be given by either party to the other shall be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott	Kimley-Horn and Associates, Inc.
201 N Montezuma Street	101 W. Goodwin Street, Suite 303
Prescott, AZ 86301	Prescott, AZ 86303
contracts@prescott-az.gov	andrew.baird@kimley-horn.com

XVII. INSURANCE: The Professional shall provide and maintain insurance coverage at its sole cost and expense as set forth in Exhibit B hereto.

XVIII. GENERAL PROVISIONS

A. INTEGRATION AND AMENDMENT: This Agreement represents the entire and integrated Agreement between the City and the Professional regarding the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. Any prior understandings, commitments, or representations, expressed or implied,

written or verbal, between the Parties shall not be construed to alter or waive any part of this Agreement. This Agreement may be amended only by written instrument signed by both the City and the Professional. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision herein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary. In the event a conflict exists between this Agreement and any other Contract Documents or Exhibits, the order of precedence, listed in descending order shall be as follows: 1) change orders or amendments, 2) this Agreement, and 3) any Exhibits.

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

C. NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Professional.

D. SEVERABILITY: In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. However, performance under this Agreement or applicable Scope of Work is not divisible for the purposes of enforcement under the remainder of the Agreement with respect to the subject matter of the Agreement or applicable Scope of Work.

E. FORCE MAJEURE: Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, epidemic, pandemic, computer virus, power outage, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

F. WAIVER: No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party

G. ASSIGNMENT: The Professional shall not assign or subcontract this Agreement nor any performance hereunder, in whole or in part, nor delegate any monies which shall become due to Professional under this Agreement, without the prior written consent of the City. Any assignment or delegation by Professional without City's prior written consent shall be void and not merely voidable.

XIX. TERMINATION: This Agreement may be terminated by either party upon ten (10) days written notice, with or without cause, or upon completion of services. If this Agreement is

terminated, the Professional shall be paid for authorized services satisfactorily performed to the date of the Professional's receipt of such termination notice.

A. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.

B. Either party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; (b) becomes insolvent; (c) admits its inability to pay its debts generally as they become due; (d) becomes subject to any bankruptcy proceeding which is not dismissed or vacated within 30 days after filing; (e) is dissolved or liquidated; (f) makes a general assignment for the benefit of creditors; or (g) has a receiver, trustee, custodian, or similar agent appointed by court order to take charge of or sell any material portion of its property or business. In case of default by the Professional, the City may, by written notice, cancel this Agreement and repurchase from another source and may recover the excess costs by deduction from an unpaid balance due to Professional, or may use any other remedies as provided by law.

C. Upon receipt of a written notice of termination, the Professional shall stop all services / work as directed in the notice, notify all Subcontractors of the effective date of the termination, and minimize all further costs to the City. The Professional shall also promptly deliver to City all preliminary materials, draft services / work products, or deliverables which have been completed as of the termination date or are in progress as of the termination date.

D. All representations and warranties of Professional made herein shall survive the termination of this Agreement.

XX. 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.

XXI. RECOVERY OF ATTORNEY FEES: The parties agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Professional further agrees that this provision shall be contained in all subcontracts related to the Project which is the subject of this Agreement.

XXII. INDEMNIFICATION: Subject to the limitations of A.R.S. § 34-226, the Professional hereby agrees to indemnify, defend, and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, damages, losses, costs, fines, judgements, expenses or lawsuits, including reasonable attorneys' fees and court costs, arising out of or resulting from the Professional's negligent, reckless, or intentional acts, errors, or omissions, pursuant to this Agreement. The Professional further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Professional has or may have against the City, its agents or employees, arising out of or in any way connected with the Professional's activities under this Agreement, other than those acts which occur due to the negligence of the City or its employees.

XXIII. 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.

XXIV. EXHIBITS:

A. Scope of Services

B. Insurance Requirements

C. Unique Compliance with Specific Government Provisions (if applicable)

DATED: 21st day of November, 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.

Kimley-Horn and Associates, Inc.

(Authorized Signature)

By: David J Leistiko
(Printed Name)

Title: SR VP

Email: dave.leistiko@kimley-horn.com

City of Prescott, a municipal corporation

Philip R. Goode, Mayor

ATTEST:

Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

Joseph D. Young, City Attorney

SW 78

Professional Services Agreement
Exhibit A – Scope of Services

Kimley»Horn

November 5, 2024

Scott D. Balck
Capital Project Manager
City of Prescott
433 North Virginia Street
Prescott, AZ 86301

Re: **Scope for Professional Consulting Services: CIP #2110-001-Effluent & Wastewater Pipelines & SR 89 Improvements Project**

Dear Mr. Balck:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this scope to the City of Prescott (City) to provide alternative analysis, design concepts, geotechnical investigations/reporting, survey and public outreach for the Effluent and Wastewater Pipelines & SR 89 Improvements (Project). This scope of services is presented by Kimley-Horn at the request of the City.

PROJECT UNDERSTANDING

State Route 89 is a major corridor for effluent and wastewater centralization and for local and regional transportation. A goal of this project is to complete a key section of the centralization project by replacing and properly sizing the effluent and wastewater pipelines along the corridor. Another goal of the project is to identify, design, and construct necessary roadway improvements to address traffic safety and operations.

This phase of the project will include necessary field research, data analysis, concept planning and outreach to determine necessary improvements to meet local, county and state requirements.

Scope of Services

Following the Project Scoping Report dated March 1, 2024 along with supplemental items discussed in the Scoping Meeting our team offers the following services: Project Management, Alternative Analysis, Design Concept Report and subconsultant services including: Survey, Geotechnical Engineering, Outreach, Traffic Data and Constructability.

Task 1: Project Management and Coordination

Kimley Horn will provide Project Management and Coordination throughout the duration of the project. This includes the following:

- Project Kick Off Meeting
- Project Schedule
- Progress Meetings (8)
- Technical Advisory Committee Meetings (4)

- Progress and Comment Resolution Meetings (4)
- Stakeholder Meetings (2)
- Utility Coordination

Kimley-Horn will develop a detail project schedule outlining major tasks and preliminary submittal dates with City review time, as part of this scope and regular project schedule update highlighting any changes to the approved project schedule.

QA/QC throughout duration of project.

Regular coordination with the project team.

Sections from City Scoping Report:

1. *Project Kick Off*
2. *Design Schedule*
9. *Utility Research and Coordination*
21. *Monthly Progress Meetings*

TASK 2: ALTERNATIVE ANALYSIS

2.1 – Initial Traffic Analysis

- Develop existing model for SR 89 corridor based on traffic data including but not limited to: counts, travel times and field calibration. Software used shall include VISSIM and Synchro. Intersection counts will include (from Page 4, Traffic Counts a. thru l.):
    i. Phippen Trail Roundabout
    ii. Old SR89A Loop Road – South
    iii. Old SR89A Loop Road – North
    iv. East Granite Gardens Drive/Boulder Creek Lane
    v. Twisted Trail
    vi. East Granite Dells Road/E. Calvary Road
    vii. Kring Drive
    viii. East Gate Road
    ix. East Lillian Lane
    x. Canyon View Drive
    xi. East Hillsdale Road
    xii. Willow Lake road Roundabout
- Evaluate up to 15 alternatives utilizing synchro and Highway Capacity Manual (HCM) for projected highway and intersection level of service (LOS).
- Draft Traffic Analysis based on data and evaluation above.

2.2 – Roadway Alternative Evaluation

- Develop up to 15 alternatives for further evaluation. Alternatives evaluations will include all ideas submitted as part of the 2023 public surveys.
    i. Alternatives shall be presented on roll plots and/or exhibits and include but not be limited to:

1. Corridor: Full Widening, Partial Widening, Flex Lanes, Double Stacked, Profile Raising, Bike Lanes, Trail Accessibility
2. Intersection: Roundabout, Signals, Right In/Right Out, Acceleration Lanes, Turn Lanes, Miscellaneous Access Control/Consolidation,
3. Safety: Lighting, Reduce Speed Limit, Traffic Calming, Emergency Bypass, Sight Lines
4. Alternative Routes: Willow Lake Road, Willow Creek Road
5. Combination of alternatives

- Utilizing an agreed upon Evaluation Matrix developed in **Task 1,** alternatives will be scored and discussed for elimination or future consideration. This shall be completed for the 15% Council Meeting.
- Prepare and Alternative Evaluation Memorandum for use by the project team and to determine final three alternatives to be considering in **Task 3 – Design Concept Report.**

2.3 – Effluent/Sewer/Evaluation (LYON)

Lyon Engineering will analyze the effluent and wastewater alternatives including alignments, material, sizing and constructability. Both the effluent and wastewater will be modeled using existing and future demands. A cost analysis will also be completed for all alternatives.

See Lyon Engineering Scope of Work in Appendix A

Sections from City Scoping Report

6. 15% Conceptual Plans

TASK 3: DESIGN CONCEPT REPORT

3.1 – Concept Plans

Kimley-Horn will provide 3 -15% Conceptual Plans to review, in greater detail, from the selected alternatives in Task 2. Documents will also be provided to the City in digital format (AutoCAD, PDF, Word and Excel).

Kimley-Horn will meet with the City to discuss each alternative and provide alternate design considerations to determine how to proceed to 30% Preliminary Plans.

Kimley-Horn will prepare a 3D proposed roadway surface in AutoCAD Civil 3D and develop cut and fill lines as well as earthwork quantities.

Kimley-Horn will evaluate sight distance and turning movements for all intersections.

3.2 – Traffic Analysis

VISSIM Model for the three alternatives. The existing conditions model developed in **Task 2.1** will be utilized to expand to three future alternatives. Analysis will provide corridor and intersection level of service along with video simulations extracted from the VISSIM model.

It should be noted the video simulation will not include 3D renderings and simulations as that is part of **Allowance Item 5.1.**

The Traffic Analysis will include a recommended phasing plan based on agreed upon horizon year improvements and level of service.

Summarize the analysis and comments from the draft report and submit as a final report included in the overall Design Concept Report.

3.3 – Effluent and Wastewater Line (LYON)

Lyon Engineering will provide the final analysis and reporting for the effluent and wastewater section of the Design Concept Report.

See Lyon Engineering Scope of Work in Appendix A

3.4 – Environmental Pre-Determination

Through desktop research and one field visit a preliminary environmental evaluation will be completed.

3.5 – Drainage Evaluation

Review impacts to FEMA Floodway and necessary analysis for Final Design (No-Rise, CLOMR, etc).

3.6 – Report

Draft and Final Report including traffic analysis, detailed evaluation of three (3) concept drawings, cost estimations and recommendations.

Renderings to support concept development and utilization in public comment period. Renderings will be completing in Sketch Up or other 3D visualization software. Three static images will be provided at this stage. Dynamic / Video simulations are included in **Allowance Item 5.1.**

Sections from City Scoping Report

6. *15% Conceptual Plans*

SUBCONSULTANT SERVICES

TASK 4.1 – TOPOGRAPHIC SURVEY AND RIGHT OF WAY (LYON)

Lyon Engineering will provide Topographic Survey and Right of Way utilizing a combination of drone and ground GPS through the project corridor.

See Full Scope of Service in Appendix A.

Sections from City Scoping Report

4. *Survey*
5. *Survey Monument Preservation and Perpetuation*

TASK 4.2 – GEOTECHNICAL ENGINEERING – ROCK REMOVAL (CNI)

Call and Nicholas, Inc. will provide subsurface and field investigation to support excavation and rock removal necessary for potential utility and roadway improvements through the corridor. **See Full Scope of Services included in Appendix A.**

Sections from City Scoping Report

10. Geotechnical Investigation and Recommendations

TASK 4.3 – GEOTECHNICAL ENGINEERING (ETC)

Engineering and Testing Consultants (ETC) will provide field services including ten (10) borings and necessary traffic control.

See Full Scope of Services included in Appendix A.

Sections from City Scoping Report

10. Geotechnical Investigation and Recommendations

TASK 4.4 – PUBLIC OUTREACH (BETA PR)

Beta PR will provide Outreach support necessary for the DCR Phase.

See Full Scope of Services included in Appendix A.

Sections from City Scoping Report

3. Public Meetings

TASK 5: ALLOWANCES

Allowances are included for potential unknown tasks that may be required subsequent to the 15% Design Concept Report. Work will not commence or be billed until authorized by the City Project Manager.

EXPENSES

Traffic Data

Kimley Horn will collect traffic counts using MioVision software at the specified intersections in the Scoping Report.

Origin / Destination Data will be acquired utilizing Streetlight, a third -party vendor.

EXCLUSIONS

The following items/services are not included in this scope of work and fee proposal. If these items/services are determined to be required, a separate agreement by contract amendment or new contract shall be coordinated between the City of Prescott and Kimley-Horn.

- Final Design – Will be under Separate Contract with the DCR Team and follow the Requirements in the Scoping Letter.
- Lighting
- Offsite Drainage
- Construction Administration

LIMITATIONS ON COST ESTIMATING

Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

SCHEDULE

Kimley-Horn will make every effort to meet the schedule below.

Notice to Proceed	November 2024
Data Collection	March 2025
Traffic Modeling/Draft TIA	May 2025
Alternative Development	June 2025
Alternative Evaluation	July 2025
Initial Design Concept Report	July 2025
60-day Comment Period	August thru September 2025
Final Design Concept Report	October 2025

Kimley»Horn

FEE

Kimley-Horn will perform the services in Tasks 1 thru 4 for the total lump sum labor fee below. All permitting, application and similar project fees will be paid directly by the City.

Task 1 Project Management and Coordination	$51,430
Task 2 Alternative Analysis	$92,540
Task 3 Design Concept Report	$136,070
Task 4 Subconsultant Services	$569,873
Total Lump Sum Labor Fee	**$849,913**
Direct Expenses	$17,800
Total Lump Sum Labor Fee	**$867,713**
Allowances	**$130,000**
Total Including Allowances	**$997,713**

We appreciate the opportunity to provide these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Andrew C. Baird, P.E.
Project Manager

Lisa Noon
Senior Associate

CIP #2110-001
Effluent & Wastewater Pipelines & SR 89 Improvements

Kimley»Horn

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest $1)

KIMLEY-HORN DESIGN BASE FEE

CLASSIFICATION	PERSON HOURS	BILLING RATE/HOUR	TOTAL
Senior Project Manager	-	$ 240.00	$ -
Project Manager	226	$ 225.00	$ 50,850
Sr. Project Engr	282	$ 210.00	$ 59,220
Project Engr	154	$ 185.00	$ 28,490
Engr/Designer	550	$ 160.00	$ 88,000
Technician/Drafter	382	$ 140.00	$ 53,480
Administrative	-	$ 120.00	$ -
	1,594 Hours		
		Subtotal Kimley-Horn Design Base Fee	$ 280,040

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

Firm	Cost	Compensation Method
Lyon - Effluent, Utilities and Survey	$ 253,840	
CNI - Geotechnical	$ 239,747	
ETC - Geotechnical	$ 12,000	
Beta PR - Public Outreach	$ 64,286	
	Subtotal Estimated Outside Services	$ 569,873

ESTIMATED DIRECT EXPENSES

Expenses	$ 17,800	
	Subtotal Estimated Expenses	$ 17,800

ALLOWANCES

General Allowances	$ 130,000	
	Subtotal Allowances	$ 130,000

TOTAL PROJECT COST **$ 997,713**

Consultant Firm Signature

11/4/24
Date

City of Prescott

CIP #2110-001 - Effluent & Wastewater Pipelines & SR 89 Improvements

Fee Proposal

TASK DESCRIPTION	Sheets	SUBTOTAL	PM $ 225.00	Sr. Engr. $ 210.00	PE/Prof $ 185.00	Engr/Design $ 160.00	Tech $ 140.00	Admin $ 120.00	Totals
1. Project Management/Coordination		**$ 51,430.00**	**92**	**86**	**46**	**26**	**-**	**-**	**250**
Project Kick off Meeting		$ 1,240.00	2	2	2				6
Project Schedule		$ 2,540.00	8		4				12
Internal Coordination		$ 18,580.00	40	28	20				88
QA/QC		$ 10,600.00	12	20	20				52
Technical Advisory Committee Meetings (4 Mtgs)		$ 7,720.00	8	16		16			40
Progress Meetings (8 Mtgs)		$ 8,240.00	16	16		8			40
Stakeholder Meetings (2 Mtgs)		$ 1,740.00	4	4					8
Utility Coordination		$ 770.00	2			2			4
2. Alternative Analysis	**0**	**$ 92,540.00**	**50**	**84**	**74**	**216**	**110**	**-**	**534**
2.1 Initial Traffic Analysis		**$ 41,530.00**	**-**	**32**	**74**	**132**	**-**	**-**	**238**
Existing Condtions Model (VISSIM and Synchro)		$ 17,030.00		12	30	56			98
Alternative Modeling (Synchro, and HCM) (Up to 15)		$ 12,720.00		12	24	36			
Draft Traffic Report		$ 11,780.00		8	20	40			68
2.2 Roadway Alternative Evaluation	**0**	**$ 51,010.00**	**50**	**52**	**-**	**84**	**110**	**-**	**296**
Alternative Development (Up to 15 including Exhibits)		$ 35,250.00	30	30		60	90		210
Evaluation Matrix		$ 7,720.00	8	16		16			40
Alternative Analysis Memorandum		$ 8,040.00	12	6		8	20		46
2.3 Effluent/Sewer/Tank Evaluation (Lyon)	**0**	**$ -**	**-**	**-**	**-**	**-**	**-**	**-**	**-**
3D Model & Earthwork			See Proposal from Lyon Engineering						
15% Conceptual Plans									
3. Design Concept Report	**-**	**$ 136,070.00**	**84**	**112**	**34**	**308**	**272**	**-**	**810**
3.1 Concept Plans	**-**	**$ 41,690.00**	**24**	**44**	**10**	**84**	**84**	**-**	**246**
15% Concept Plans (3 Concepts, Full Size Plots)		$ 27,080.00	24	24		48	64		160
Typical Sections		$ 5,170.00		4	10	12	4		30
3D Model & Earthwork		$ 9,440.00		16		24	16		56
3.2 Traffic Analysis	**-**	**$ 32,760.00**	**8**	**28**	**24**	**80**	**56**	**-**	**196**
Concept Plan Model (VISSIM, Three Alternatives)		$ 18,600.00		16	24	36	36		112
Phasing Plan		$ 5,580.00	4	4		24			
Final Traffic Report		$ 8,580.00	4	8		20	20		52
3.3 Effluent Line	**-**		**-**	**-**	**-**	**-**	**-**	**-**	**0**
Effluent Line			See Proposal from Lyon Engineering						
Tank									
Modeling									
3.4 Environmental Pre-Determination	**-**	**$ 6,260.00**	**4**	**8**	**-**	**16**	**8**	**-**	**36**
Hydrology / Hydraulics		$ 2,410.00	2	4			8		14
Floodway/Floodplain Evaluation		$ 3,850.00	2	4		16			22
3.5 Drainage Evaluation	**-**	**$ 6,100.00**	**4**	**8**	**-**	**8**	**16**	**-**	**36**
Desktop Research and Site Visit		$ 3,530.00	2	4			16		22
Memorandum		$ 2,570.00	2	4		8			14

Fee Proposal

TASK DESCRIPTION	Sheets	SUBTOTAL	PM $ 225.00	Sr. Engr. $ 210.00	PE/Prof $ 185.00	Engr/Design $ 160.00	Tech $ 140.00	Admin $ 120.00	Totals
3.6 Design Concept Report	-	$ 49,260.00	44	24	-	120	108	-	296
Evaluation Matrix		$ 6,040.00	8	8		16			32
Quantities/Estimate (Three Concept Plans)		$ 7,200.00				24	24		
Rendering (Static - Up Three)		$ 13,380.00	4			36	48		
Draft Report		$ 15,060.00	20	8		24	36		
Final Report		$ 7,580.00	12	8		20			40
SUBTOTAL DIRECT LABOR		$ 280,040.00	226	282	154	550	382	-	1,594
4. SUBCONSULTANTS TASKS									
4.1 Topo Survey (Lyon)		$ 253,840.00							
Control & Topo Survey		$ 62,590.00	See Proposal from Lyon Engineering						
DCR		$ 83,820.00							
Subcontracts		$ 107,430.00							
4.2 Geotechnical Engineering - Rock Removal (CNI)		$ 239,747.00							
CNI		$ 161,184.00	See Proposal from CNI						
Subcontracts / Outside Expenses		$ 78,563.00							
4.3 Geotechnical Engineering - Roadway Borings (ETC)		$ 12,000.00							
Geotechnical Services		$ 12,000.00	See Proposal from ETC						
4.4 Public Outreach (Beta PR)		$ 64,286.00							
Public Outreach Services		$ 64,286.00	See Proposal from Beta PR						
SUBTOTAL SUBCONSULTANT TASKS		$ 569,873.00							
5. ALLOWANCES									
5.1 - Allowances		130,000.00	-	-	-	-	-	-	-
General Allowances		130,000.00							
SUBTOTAL ALLOWANCES		$ 130,000.00							
EXPENSES		$ 17,800.00							
General Expenses		$ 2,000.00							
Streetlight (Origin / Destination)		$ 7,800.00							
MioVision Data Processing		$ 8,000.00							
CONTRACT TOTAL		$ 997,713.00							

Kimley»Horn

Appendix A
Subconsultant Proposals

Effluent & Wastewater Pipelines & SR89 Improvements
City Project No.CIP 2110-001
Scope of Work

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Appendix A – Consultant Fees

Overview

Design services for the City of Prescott (City) Effluent & Wastewater Pipelines & SR89 Improvements (Project) will be performed by a consultant team led by Lyon Engineering & Surveying, Inc. (Engineer) & (Surveyor).

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

- Basic Services
  - Task Series 1000, Project Management
  - Task Series 2000, Pre-Design
  - Task Series 3000, Design Concept Report
- Special Services
  - Task Series 4000, Special Services
- Other Direct Costs
- Allowances

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

- Land Surveying and Aerial Imagery
  - Land Surveying through the proposed project corridor to develop a base CAD file, project control and identify existing parcels and right-of-way
  -
- Design Concept Report
  - Analysis of existing effluent system
  - Analysis of existing sewer system
  - Alternative alignment analysis for effluent main
  - Alternative alignment analysis for sewer main
  - Alternative effluent reservoir design

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

Firm	Services/Disciplines
Lyon Engineering & Surveying, Inc.	Prime Engineer, Project Management, Site Design, Civil Design, Land Surveying, Permitting, Construction Administration
Water Works Engineers	Effluent and Sewer Modeling and Design Report, Design Concept Report, Effluent Design

The City will provide the following to the consultant:

- Aid the Engineer in gaining access to and making provisions for the Engineer to enter upon public and private land as required for the Engineer to perform its work under this Agreement, as requested by the Engineer.
- Furnish, to the extent reasonable, available copies of all calculations, reports, and data from the original design of the existing water, sewer, and roadways. The Engineer shall verify as-builts and previous design assumptions.
- Obtain all easements, and right-of-way, as may be needed. The Engineer will provide the Project Manager the required support surveys, legal descriptions and other documentation as necessary.
- Furnish information regarding City's utilities (existing and/or proposed) near the project site.
- Furnish copy of previous soils report (as available).
- Provide written comments to Engineer questions, draft submittals and design review materials in a timely manner within the appropriate review/comment period(s) as identified in the Project Schedule.
- Pay directly all applicable agency fees for code reviews, local permit, and all other relevant permit application fees.
- Title reports for private and City properties per a list of parcels submitted by the Engineer.

Basic Services

Task Series 1000 Project Management

Task 1100 General

Under this task the Engineer shall perform general project management and administration tasks. The Engineer will monitor and track the project budget, schedule and quality to ensure that all deadlines are met, that the project budget is not exceeded and that the City receives a Project that meets their expectations and requirements. The Engineer will coordinate with the project team to address items such as project schedule, project budget and current issues of concern.

Task 1200 Project Meetings

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

Subtask 1210 Kickoff Meeting

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

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

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

Subtask 1220 Design Phase Coordination and Workshop Meetings

The Engineer will conduct coordination and workshop meetings with the City to address technical, coordination and administrative issues related to the project. These meetings will also be used to conduct technical workshops, design submittal meetings, design review meetings, and project management meetings. The meetings are scheduled to take place over a period of 9 months, totaling a maximum of three (3) meetings.

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

Subtask 1230 Submittal Review Meetings

In addition to the project workshop meetings, the Engineer will conduct a review meeting after the submittal of the Preliminary Design Concept Report. This meeting will consist of providing the City with an overview of the content of the submittal, and review the decision and action items logs and previous workshop comments to ensure that the City comments are being addressed. The review meeting will occur after the City has reviewed the Preliminary Design Concept Report and will focus on making sure that Engineer has a thorough understanding of the City's comments and intent.

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

Subtask 1240 Coordination with Utility Companies

The Engineer will contact Utility Companies to determine what utilities may be impacted by the Project.

➢ **Deliverables:** Summary of Utility Company correspondence and copies of maps, plans, etc. provided by the companies.

Task 1300 Management of Subconsultants

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

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

Task Series 2000 Pre-Design

Task 2100 As-built Acquisition and Review

The Engineer will obtain as-builts of all existing wet and dry utilities in the project area and conduct a thorough review to determine potential conflicts with proposed effluent and sewer improvements.

Task 2200 Field Walk of Blue Stake

The Engineer will conduct a field walk of blue staked utilities accompanied by the Surveyor and the City Project Manager to determine potential conflicts with proposed effluent and sewer improvements.

Task Series 3000 Design Concept Report

Task 3100 Conceptual Design

Subtask 3110 Field Data Import & Analysis

The Engineer will import and analyze the field data obtained from the field survey of the existing roadway, utilities, and drainage structures and analyze their location in relation to the proposed effluent main relocation and sewer main alignment.

Subtask 3120 Base CAD File Production

This task will focus on the development of the base CAD file for use in the preliminary and ultimate roadway, effluent and sewer main design.

- **Deliverables:** Base CAD file

Subtask 3130 Preliminary Design Concept Report

The Engineer will submit to the City a Preliminary Design Concept Report (DCR) including the following sections:

a) Right-of-way & Parcel assessment:
The Engineer will analyze the existing right-of-way widths and locations, the existing parcel owners, and the potential areas for right-of-way or easement acquisition based on the roadway analysis by Kimley-Horn.

b) Effluent Analysis:
   - Create a model of the existing City effluent system to analyze the flows, pressures and storage requirements of the existing system, and the future system after centralization is completed. The model will be compatible with current modeling platform being used by the City.

- Alternative alignment analysis of the effluent main bypass
- Existing effluent demands and storage system
- Future effluent main sizes and materials alternatives
- Future reservoir sizing and alternative locations
- Provide locations for future Smart Ball insertion points

c) Sewer Analysis:
- Review the existing City sewer model and provide feedback
- Add the new sewer main to the City model
- Alternative alignment analysis of the sewer main alignment
- Update the Roadmap to Centralization maps and narrative to identify to date what is complete, under design, or needs to be designed and constructed next
- Cost analysis for sewer main alternative materials and alignments

d) 15% Conceptual Plan
- Existing conditions including:
  - Right-of-way, property lines and easements including parcel and owner information
  - 1' Topography
  - Benchmarks
  - Roadway limits
  - FEMA Floodplain and Floodway limits
  - All existing utilities (electric, gas, fiber, water, sewer, effluent and storm drain) located within project corridor
- Proposed Improvements including:
  - Effluent and sewer main routes overlaid on the drone mapping on a large single page map
  - Potential utility conflicts based on plan view location of utilities
  - Table of total length of alternative routes
  - Interim and final connection point concepts for effluent main
  - Future Smart Ball insertion point concepts and locations
- The Engineer will include in the DCR an Alternative Alignment Analysis that discusses the pros and cons of the various effluent and sewer alignments shown on the 15% Conceptual Plan and the preliminary construction costs. A recommendation will be made by the Engineer based on this analysis.

Subtask 3140 Final Design Concept Report

The Engineer will submit to the City a Final Design Concept Report that has been updated based on the submittal review comments of the Preliminary Design Concept Report

➢ **Deliverables:**
- Four (4) 34" x 120" copies of the 15% Conceptual Plan
  Four (4) copies of the Preliminary Design Concept Report
- Four (4) copies of Final Design Concept Report

Subtask 3150 Hydraulic and Surge Modeling

The Engineer will perform hydraulic and surge modeling of the proposed effluent system.

Task Series 4000 Special Services

Task 4100 Land Surveying

Subtask 4110 Survey Control Network and Project Benchmarks

The Surveyor will produce a precise survey network and place project benchmarks per the City of Prescott's "Attachment A, Section A. PROJECT SURVEY CONTROL, Revision 05/17". The survey network will be used to aid the Surveyor in locating the precise location of existing manholes rims and inverts, potholed utility depths, supplement survey information, and property corners. The network will be further used during construction activities by the contractors surveyor for project layout.

Benchmarks will be placed to establish a network with no more than 500 feet between Benchmarks per City standards. Once placed, the Surveyor will record the location of the benchmarks and the Engineer will update the Horizontal and Vertical Control sheet in the 60% design plans to reflect their location. The Surveyor will place 26 benchmarks at an approximate equidistance along the project corridor. Benchmarks will be pink survey caps labeled "CONTROL POINT" placed on rebar.

Subtask 4120 Survey of Blue Staked Utilities

The Surveyor will record field coordinates of all existing utility identifiers placed in the field by utility companies as a result of the City's blue stake requests.

Subtask 4130 Existing Right-of-Way and Property Boundary Survey

The Surveyor will review existing right-of-way, property deeds, plats, and Records of Survey provided by the City in the vicinity of the Project corridor. From these documents the Surveyor will create ideal coordinates for locations of property corner identifiers such as right-of-way monuments, caps, rebar, nails, etc. The Surveyor will conduct a field survey of the ideal coordinates and locate as many property corner identifiers as can be found. From the field survey the Surveyor will provide a CAD file to the Engineer for incorporation into the base CAD file. The CAD file will also be the base for future easement legal descriptions if needed during the design phase of the project.

Subtask 4140 Field Topography Survey

The Surveyor will conduct a field topography survey in the project corridor between the Willow Lake Road and Phippen Roundabouts per the City of Prescott's "Attachment A, Section A. TOPOGRAPHIC SURVEY, Revision 05/17".

Task 4200 Aerial Imagery and Mapping

The Surveyor will place photo ID mapping control for an aerial drone flight utilizing the survey control network established in Subtask 5110. A minimum of sixteen (16) mapping control points will be surveyed. The Surveyor will collect additional horizontal and vertical locations used for imagery error checking and accuracy verification within the project area.

The Engineer and Surveyor will conduct project research, coordination, and preparation to ensure compliance with Federal Aviation Administration (FAA) Small Unmanned Aircraft Regulations (Part 107) rules and requirements. All Engineering staff conducting aerial drone flight activities are to be certified small Unmanned Aircraft Systems (sUAS) pilots.

The flight height above ground level (AGL) along the project corridor will be a maximum of approximately 200' to ensure adequate clearance from obstacles while achieving a high level of imagery resolution. The Engineer will utilize a Small Unmanned Aircraft System (sUAS) capturing a minimum of 20-megapixel imagery with adequate photographic overlap for the generation of clear high-resolution orthographic digital imagery. Utilizing a maximum flight height of 200', imagery pixel size of approximately 0.06' (0.70") will be provided. Aerial photography will be conducted in only good weather and lighting conditions to minimize shadows (to the best extent practical) in the orthographic imagery deliverable.

The Engineer will process and geolocate the aerial drone imagery to prepare a high resolution georeferenced orthographic .tif file that can be utilized in AutoCAD or MicroStation design software. Horizontal accuracy of the georeferenced imagery is guaranteed to be within 3" (0.25'), which is intended to be used by the Engineer in developing a based CAD file and for the Client in plan production for future design projects within the Project area. The Project imagery will also be provided to the Client in a compressed "CAD friendly" version for easy navigation in AutoCAD or MicroStation software.

Imagery resolution shall be adequate for the use in CAD software for both the Engineer and Client to clearly delineate edge of pavement, wastewater structures, buildings, surface features, utility valves, manholes, driveways, utility poles, and other planimetric features visible from the sky. The Engineer will compare the horizontal location of the ground surveyed check points to the georeferenced .tif files to ensure the accuracy of the deliverable.

The Engineer will process the drone imagery and ground control using current photogrammetry methods and software. The Engineer will provide the Client with a ground surface model and planimetric data of the Project area in CAD format.

- **Deliverables:**
  - 1' interval contours
  - Points and breaklines
  - Survey control and benchmarks
  - Aerial target locations
  - Wastewater structures, buildings, manholes, valves
  - Culvert invert in/out elevations and coordinates
  - Property lines per boundary survey
  - Georeferenced orthographic aerial imagery (.tif files)

The Engineer will prepare georeferenced 3D reality models of the Project corridor for use in 3D modeling, rendering, and measuring. The reality models will be in .3sm format for viewing in Bentley MicroStation and iTwin Capture Desktop Viewer™ software. The reality model will allow for a 3D drive through experience of the Project with a highly accurate depiction of the existing infrastructure.

- **Deliverables:**
  - Georeferenced orthographic aerial imagery (.tif files)
  - CAD basefile of the survey shots
  - Error reporting and accuracy results
  - Reality model .3sm files

Other Direct Costs

Copying and Courier

The Engineer has added this item to cover various printing costs of maps, exhibits and reports, specifications and estimates. This item will be billed at cost plus 10 percent to cover overhead.

Appendix A

City of Prescott
Effluent & Wastewater Pipelines & SR89 Improvements

City Project No. CIP2110-001

Task No.	Task Description	Lyon Engineering									WaterWorks Engineers														
		SVY	RLS	SRLS	ENG	PE	INSP	DRONE	Total	Lyon Total	Princ	PM	E&S	SPE	PE	DES	Tech	S EE	EE	E DES	CLER	Total	WaterWorks Total	Combined Total
		$ 175	$ 135	$ 150	$ 160	$ 175	$ 95	$ 300			$ 220	$ 185	$ 175	$ 150	$ 145	$ 125	$ 100	$ 165	$ 145	$ 125	$ 75			
Task Series 1000	**Project Management**																							
Task 1100	General					16			16	$ 2,800	8											8	$ 1,760	$ 4,560
Task 1200	Project Meetings																							
Subtask 1210	Kickoff Meeting					8			8	$ 1,400	8				8	8					8	32	$ 4,520	$ 5,920
Subtask 1220	Design Phase Coordination and Workshop Meetings					16			16	$ 2,800	8				16	16					8	48	$ 6,680	$ 9,480
Subtask 1230	Submittal Review Meetings					32			32	$ 5,600	16				32						8	56	$ 8,760	$ 14,360
Subtask 1230	Coordination with Utility Companies					8			8	$ 1,400	8											8	$ 1,760	$ 3,160
Task 1300	Management of Subconsultants								0	$ -												0	$ -	$ -
Task Series 1000 Subtotal		0	0	0	0	80	0	0	80	$ 14,000	48	0	0	0	56	24	0	0	0	0	24	152	$ 23,480	$ 37,480
Task Series 2000	**Pre-Design**																							
Task 2100	As-built Acquisition and Review					16			16	$ 2,800	8				24							32	$ 5,240	$ 8,040
Task 2200	Field Walk of Blue Stake				4	4			8	$ 1,340												0	$ -	$ 1,340
Task Series 2000 Subtotal		0	0	0	4	20	0	0	24	$ 4,140	8	0	0	0	24	0	0	0	0	0	0	32	$ 5,240	$ 9,380
Task Series 3000	**Design Concept Report**																							
Task 3100	Conceptual Design																							
Subtask 3110	Field Data Import & Analysis					16			16	$ 2,800	16				40	24						80	$ 12,320	$ 15,120
Subtask 3120	Base CAD File Production		8		40	8			56	$ 8,880	8					24						32	$ 4,760	$ 13,640
Subtask 3130	Preliminary Design Concept Report				40	200			240	$ 41,400	24				160	40						224	$ 33,480	$ 74,880
Subtask 3140	Final Design Concept Report				20	40			60	$ 10,200	8				70							78	$ 11,910	$ 22,110
Subtask 3150	Hydraulic and Surge Modeling					8			8	$ 1,400	12				80	16						108	$ 16,240	$ 17,640
Task Series 3000 Subtotal		0	8	0	100	272	0	0	380	$ 64,680	68	0	0	0	350	104	0	0	0	0	0	522	$ 78,710	$ 143,390
Task Series 4000	**Special Services**																							
Task 4100	Land Surveying																							
Subtask 4110	Survey Control Network and Project Benchmarks	40		8		2			50	$ 8,550												0	$ -	$ 8,550
Subtask 4120	Survey of Blue Staked Utilities	8		2		2			12	$ 2,050												0	$ -	$ 2,050
Subtask 4130	Existing Right-of-Way and Property Boundary Survey	40		8		2			50	$ 8,550												0	$ -	$ 8,550
Subtask 4140	Field Topography Survey	24	4	4					32	$ 5,340												0	$ -	$ 5,340
Task 4200	Aerial Imagery and Mapping	24		4	120	60		12	220	$ 38,100												0	$ -	$ 38,100
Task Series 4000 Subtotal		136	4	26	120	66	0	12	364	$ 62,590	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ 62,590
Task Series 1000 through 4000 Subtotal		136	12	26	224	438	0	12	848	$ 145,410	124	0	0	0	430	128	0	0	0	0	24	706	$ 107,430	$ 252,840
Other Direct Costs																								
	Copying and Courier									$ 1,000													$ -	$ 1,000
Other Direct Costs Subtotal										$ 1,000													$ -	$ 1,000
Sub-Total =										**$ 146,410**													**$ 107,430**	**$ 253,840**
																							CONTRACT TOTAL =	**$ 253,840**

Labor Codes Legend:

Lyon Eng: **SVY** - Survey Crew, **RLS** - Registered Land Surveyor, **SRLS** - Senior Registered Land Surveyor, **ENG** - Project Engineer, **PE** - Principal Engineer, **INSP** - Inspection, **DRONE** - Aerial Drone

Water Works: **Princ** - Principal, **PM** - Project Manager, **E&S** - Electrical & Structural Senior Project Engineer, **SPE** - Senior Project Engineer, **PE** - Project Engineer, **DES** - Design Engineer, **S EE** - Senior Electrical Engineer, **EE** - Electrical Engineer, **E DES** - Electrical Designer, **CLER** - Clerical

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Principals
T. M. Ryan
R. W. Pratt
L. R. Standridge
N. A. Asbury
S. D. Cylwik

PROPOSAL

To: Andrew Baird, P.E., Project Manager / Kimley-Horn & Associates, Inc.

From: Robert Cummings, P.E., Senior Project Manager / Call & Nicholas, Inc.
Michael Conley, P.E., Geological Engineer / Call & Nicholas, Inc.

Date: 04 November, 2024

Subject: Effluent & Wastewater Pipelines & SR89 Improvements
Granite Dells, City of Prescott, AZ

1.0 INTRODUCTION

The City of Prescott has requested a proposal and cost estimate for a scoping/design study that involves installing a new effluent force main, evaluating the re-use of the existing effluent trench for wastewater alignment and identifying roadway capacity and safety improvement options along State Route 89 (SR 89) from Phippen Trail to Willow Lake Road through the Granite Dells. Kimley Horn & Associates (KHA) is retaining Call & Nicholas Inc. (CNI) as its geotechnical subconsultant to address those portions of the study pertaining to rock excavation and rock cuts. Engineering & Testing Consultants, Inc. (ETC) of Prescott has responsibility for the other geotechnical engineering services.

There is an immediate, recognized need for reconstruction of the effluent pipeline; the direction the roadway improvement study will take is less clear. Concepts need evaluation in both aspects so the engineering effort currently being proposed is a Design Concept Report (DCR): 15% design stage. DCR elements addressing the effluent pipeline will evaluate options for pipeline relocation considering the disposition of the remaining utilities, excavation issues, and other technical matters. After the DCR associated with the pipeline is evaluated by the City and the preferred alternative is chosen, it is expected that KHA's scope will then be expanded to develop Plans, Specifications and Estimates (PS&E) for effluent pipeline construction. For the roadway, more studies and public input are required, so the DCR elements for the roadway

aspect will lead to three options for consideration by the City before a preferred alternative is chosen and any roadway PS&E effort is authorized.

Rock engineering and excavation are strong determining factors in KHA's development of preliminary concepts for the roadway and pipeline. Hence a considerable proportion of the geotechnical effort that would ordinarily occur for PS&E must be performed in support of the DCR. CNI has prepared this proposal to outline the tasks CNI is to perform and their associated costs. The geotechnical portion of the project is divided into

1. Subsurface investigation and excavation recommendations to support the DCR for the new effluent force main. This effort will develop most of the parameters needed for PS&E.
2. Field investigations to support the assessment of SR 89 roadway capacity and safety improvements. Much of the data required for PS&E will be obtained but some additional studies will likely be required after the preferred alternative is selected.

Geotechnical support during construction ("post-design") is part of the KHA Scope but will be estimated later, when the character of the construction is better defined.

1.1 New Effluent Force Main and Wastewater Pipeline

The City of Prescott has initiated a scoping study for the installation of a new effluent force main along State Route 89 from Kieckhefer Ranch to Willow Lake Road to deliver effluent from the Airport Water Reclamation Facility (AWRF) to a new effluent storage tank near the intersection of SR89 and Willow Lake Road on City owned land. The scoping study will address the disposition of the existing effluent main by considering whether it should be removed in its entirety and the existing trench and bedding be utilized for a new wastewater pipeline or a new alignment outside of the existing trenching. If reconstructed, the effluent main would probably be moved to the opposite side of the roadway near the existing sewer force main.

As part of the scoping study, subsurface investigations will be conducted to evaluate hard dig and rock excavation conditions to provide recommendations for foundations, pipelines, and road designs. These investigations are critical to the design as the excavations will be complex given the narrow width of the corridor and existing utilities (sewer, effluent, and a water main). Relocation of the existing effluent main will involve new rock excavation. Repurposing the existing effluent pipeline may or may not involve expanding the existing excavation. Regardless, the proposed subsurface exploration will cover the full width of the roadway, and

pertain to the effluent and wastewater pipeline evaluations.

CNI is part of the scoping team to perform these investigations and provide recommendations. Altogether, ETC's and CNI's investigations will include ground penetrating radar (GPR) surveys (CNI), seismic refraction surveys (CNI), geologic mapping (CNI), potholing (ETC), shallow soil/core borings (ETC), and laboratory tests (CNI: rock, ETC: soils and aggregates) to characterize the subsurface. CNI will evaluate the excavation requirements and identify the measures and special equipment appropriate for excavation and rock removal. CNI will prepare a report to document its investigations and recommendations. These tasks are outlined and detailed in section 2.1 of this proposal with their associated costs are presented in Table 1.

1.2 SR 89 Roadway Improvements

Within the same project corridor, the City is requesting recommendations for the improvements necessary to maintain a traffic Level of Service (LOS) C or better for 20 years along State Route 89 from Phippen Trail to Willow Lake Road. The city has requested that several roadway alternatives be developed and evaluated, one of which will include widening to a 4-lane section as recommended in the latest CYMPO Regional Transportation Plan. Other alternatives include but are not limited to the use of medians, intersection traffic control (signalization and/or roundabouts), limited widening, access control, flex lanes and any other alternatives which may provide sufficient capacity and improved operations.

Two alternative design selection phases will occur, the first is an initial screening that will narrow the alternatives down to three, those three will then be technically evaluated and ranked during the second phase with a design ultimately being recommended to the city. CNI will conduct surficial field investigations to address the extent and impacts of any rock removal contemplated to support the second phase design evaluations and rankings. This work will also support the 15% conceptual design plans and, later, the full design plans. (Subsurface investigations such as borings and testing of recovered geologic materials will be performed later during PS&E phase of the selected alternative.)

The DCR-phase investigations will include specific geologic jointing and structure mapping of the rock slopes adjacent to the current roadway alignment and the identification of structure that can be utilized to steepen potential cut slopes and minimize the footprint and rock

removal of the design alternatives. These tasks are outlined and detailed in section 2.2 of this proposal with their associated costs are also presented in Table 1.

1.3 Construction Geotechnical Support

The city has also requested that the geotech subconsultant provide support during construction and verify cut slope stability and pavement sections. This will involve CNI engineers responding to requests for information (RFIs), conducting site visits to assess the excavation conditions in the field, reviewing blasting plans and related documents, and potentially running stability analysis for alternate cut geometries. Detailed scope and cost analyses for this work will be developed once the design alternatives and construction contract requirements are known.

2.0 SCOPE OF WORK

The Scope of Work is described as work for the roadway and effluent main, however, there are certain activities that will pertain to both, such as laboratory rock testing and seismic refraction profiling. Those are identified in the task descriptions.

2.1 New Effluent Force Main Geotech Investigation

The work performed under this part will be done to help characterize the rock below the road grade within the corridor to design the excavation of the new effluent main. The depth to bedrock and amenability of the subsurface rock to mechanical excavation will be assessed. Opportunities for blasting, if any, will be evaluated. The suitability of the recovered material (for example, from trencher operations) for reuse as trench backfill or road subgrade will be evaluated. A key outcome will be developing criteria for location of the new effluent main to protect the existing utilities. The findings of this geotechnical investigation, pertinent to the new and existing effluent main locations, will be used in KHA's design and specifications.

2.1.1 Task 1 Project Management and Coordination

This Task is set up to cover CNI's coordination with KHA and its soil geotechnical subconsultant ETC. CNI must rely on some of ETC's observations and data: ETC will conduct the roadway borings which will include rock coring below auger refusal; CNI will need to assess

the logs and obtain samples retrieved by ETC for specialty testing. ETC will conduct and log potholes and trenches and again, CNI will need to evaluate the information gained. Coordination with the KHA team and the City will also occur through technical meetings and presentations, and, as required, support and attendance at public meetings. Other general coordination will be required pertaining to constructability, initially with KHA's constructability engineer and later with the CMAR contractor once selected. This Task will also cover activities such as routine project management, progress reporting, travel planning, and general communications not associated with other Tasks.

Travel for two meetings involving CNI senior project staff are planned, one as a kickoff meeting and initial roadway geotechnical review, and one project team meeting to be held at a date to be determined. Messrs. Conley and Cummings will represent CNI.

2.1.2 Task 2 Existing Data Review and Initial Site Visit

It is requested that the City, KHA, or Lyon Engineering provide any past utility designs in the corridor and their associated geotechnical reports. CNI will review this information to identify data gaps and guide the design of the subsurface investigation program for this study. Depending on availability and quality of the information, it may be included and used in the subsurface characterization work for this study. CNI will also perform an initial site visit to meet with KHA and coordinate the field program.

2.1.3 Task 3 Ground Penetrating Radar Survey

Twenty (20) transverse GPR profiles (or equivalent EM method should the geophysicist determine that GPR is unsuitable for the site conditions) will be conducted across the full roadway width to indicate the depth to solid rock (i.e. material requiring alternative excavation methods), estimate the location of existing buried utilities, and indicate the original utility trench margins. The transects must be carried out under road-closed conditions. It has not been determined if the work will need to be performed at night, but KHA will provide traffic control and barricade services in the same way that it will provide similar services for other project activities. Transects will be performed at distributed points along the length and width of the corridor. Under ideal conditions the work can be accomplished in a single shift, but CNI has budgeted a standby day should problems arise with traffic control or scheduling.

This task includes performing, processing, and reviewing the GPR survey. The GPR survey will provide the most continuous rock soil interface profile when correlated with the data obtained later from the borings and seismic refraction surveys.

2.1.4 Task 4 Seismic Refraction Survey

This task includes time for planning seismic refraction surveys and reviewing the data. Four (4) lines 200 feet each, along the existing roadway pavement, are proposed for the new effluent pipeline investigation. Compressive and shear wave velocities will be determined, either by processing the shear wave portions of the refraction traces or by using special 4.5-Hz geophones on 30-ft centers. The data will be acquired using a Seistronix EX-6 cable-based signal stacking recording system with 200+ channel capability. Geophones will be placed on 3 foot centers by drilling small holes in the existing AC pavement. The energy sources will be either a 10 lb slide hammer or a 16 lb sledgehammer. The geophone holes will be closed after the geophones are removed. The locations of the profiles will be guided by the GPR survey and will preferably be along the most likely alignment of the new effluent main.

Seismic refraction lines will also be performed for the roadway study to support rock blasting and excavation assessments. The two lines will be on the order of 300 feet long each, with 10 ft geophone spacing, along the rock cuts to obtain in situ compressive and shear wave velocities, and vertical tomographic profiles. Their exact locations will be determined from surface reconnaissance.

Data processing will be performed by Jim Hasbrouck of Prescott, AZ, using Rayfract refraction tomography methods, to produce 2-D vertical depth and elevation profiles for all lines.

All seismic refraction work will require a temporary 1-lane closure to accommodate the data collection truck, service trucks, cabling, and geophones, presuming that the seismic lines can be positioned within one single lane. Traffic can be allowed to pass by at reduced speed while the arrays are being set up and connected. Whether one or two lanes of traffic can be accommodated will depend on the position of the required seismic array alignment. However, when the data are being recorded, the area must be as seismically quiet as possible, so traffic will need to be stopped in both directions at least 1,500 feet away from the seismic operations. The duration of these total closures is expected to be between 15 and 30 minutes. Longer stoppages may apply if the data acquisition is complicated by ambient seismic noise that comes into the

project from off site.

It is assumed that KHA will arrange for barricade and flagging services for GPR and seismic refraction. The flaggers will be in radio communication with the seismologist who will advise when the road must be closed and when it can be reopened.

2.1.5 Task 5 Laboratory Testing

CNI will receive rock samples from ETC that are obtained from ETC's borings. The numbers of tests will depend on the variability of the granite and the availability of suitable specimens for testing. CNI will use its own laboratory for determining compressive strength, tensile strength, sonic velocity, density, and elastic properties. Rock abrasivity and hardness are correlated to the uniaxial compressive strength. However, CNI will also conduct tests of abrasivity and brittleness, to better evaluate mechanical excavation, if the CMAR trencher design requires such tests and samples are available. The cost of the laboratory testing is included in Table 1 and is further broken down by test type and quantity as presented in Table 2.

2.1.6 Task 6 Subsurface Characterization

This task includes time for CNI to collaborate with ETC in reviewing, evaluating, and developing a subsurface characterization model. This model will contain the depth to bedrock and CNI's evaluation of the feasible excavation methods – rock trenching, rippability, and blastability. It is considered that blasting for the effluent main relocation, if practicable at all, will be restricted to non-displacing methods such as contour presplitting to define rock trench limits. Most of the effort will be directed to evaluating methodologies of rock excavation that will protect nearby existing buried utilities. The model will be useful in the design work.

2.1.7 Task 7 Effluent and Wastewater Main Geotech Report

A geotechnical report will be prepared that presents the results of the subsurface characterization work. Recommended excavation methods for new trenching will be provided and the need for any special equipment for excavation or rock removal will be identified. It is expected that the insights gained as to the general rock mass conditions will be pertinent to the existing effluent alignment as well as the new effluent main alignment. (It is expected that excavation along the existing alignment would chiefly involve material that has been previously

disturbed and replaced.) Constraints on new excavation arising from the need to protect existing utilities will be assessed. Traffic will be impacted by effluent main construction and CNI will assist KHA in defining strategies to alleviate traffic control issues, including limited localized slope widening, which will draw from the data collected under Section 2.2, following.

2.2 SR 89 Roadway Improvements

CNI's effort on the roadway widening study will focus on the roughly 5,700 linear feet of roadway where the existing 3-lane sections (two through lanes and center turn lane) and 2-lane section pass through existing rock cuts where widening may present issues in excavation and additional roadway footprint. The roadway widening alternatives may involve strategies other than expansion to a 4-lane, divided roadway, and may consist of spot widening, flex lanes, or other strategies. CNI's effort will target data collection to support assessment of such alternatives. CNI's report will include a subsurface investigation to determine the character of the solid rock (i.e. material requiring alternative excavation methods) and the approaches to excavation that balance cost efficiency with minimizing impacts to local residents, businesses, and the natural environment/corridor aesthetics.

2.2.1 Task 8 Initial Field Review

CNI will coordinate with KHA to identify where road widening is most likely and identify what slopes will need to be studied. This will include doing a physical site reconnaissance to plan the field geological mapping effort. It is expected that personnel from KHA and the City will attend. One representative of CNI senior project management will attend.

2.2.2 Task 9 Geotech Drone Survey

CNI proposes to supplement the field geostructural mapping (Task 10) with a drone survey to establish ground control and terrain models. Flight coordinates will be determined in collaboration with KHA. A successful drone overflight will allow CNI to pick out fractures and provide coordinates for the cut slope alternatives. The manner of tagging and marking geologic features to be included in KH design will be determined.

2.2.3 Task 10 Geo Structural Mapping

To evaluate the character of widening alternatives, CNI will perform "boots on the ground" mapping of the existing cut faces and continuous master joints. Where feasible, fracture traces holding the best potential for forming natural, completed cut slope faces will be marked out and specifically identified. As noted above, the focus will be on the roughly 5,700 linear feet of highway where the present 3-lane and 2-lane sections pass through significant rock cuts.

Figure 1 identifies the rock cut areas that will be covered by a combination of photogrammetric studies and personal field investigation by qualified CNI field geologists to

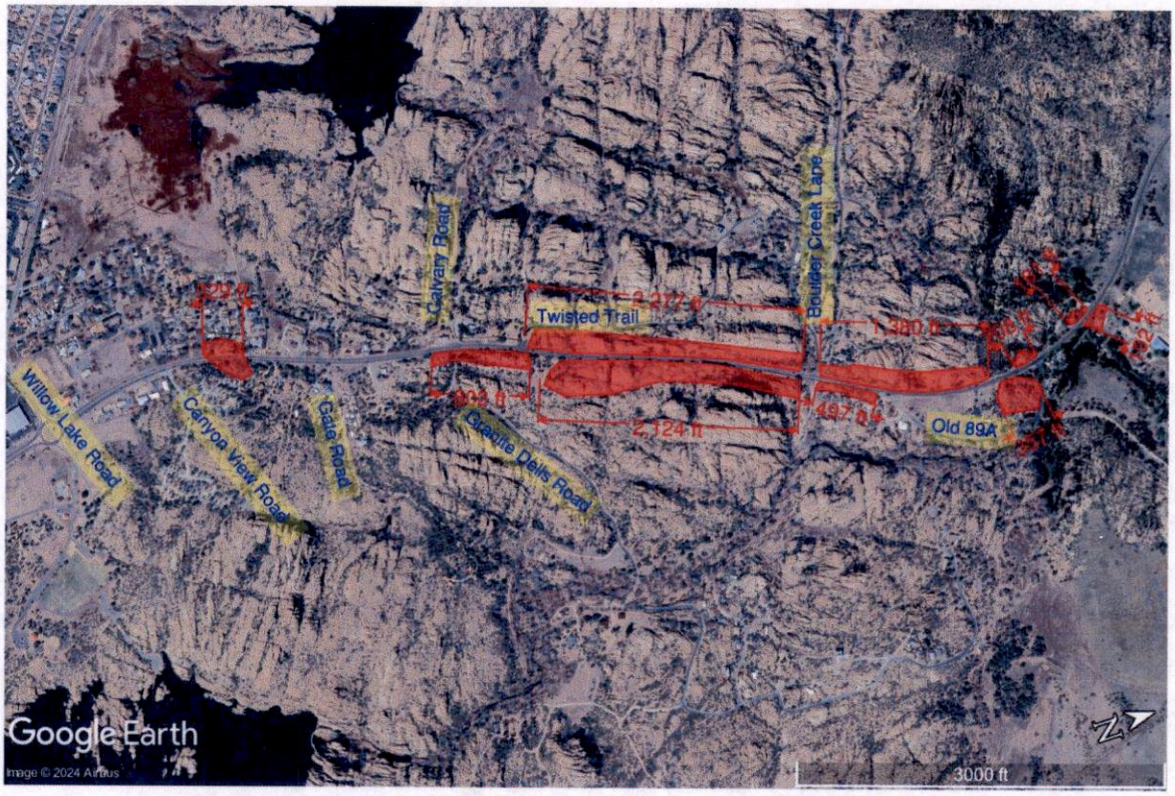

Figure 1 -- Roadway geostructural mapping areas (red shading)

assess the orientation, location, and capacity of the rock mass and structures that will form stable slopes while retaining as much as possible of the corridor aesthetics. The total aggregate length of photogrammetric assessment coupled with field mapping is about 8,347 linear feet (both sides of the roadway). The scope may be optimized if certain outcrops can be excluded from consideration for excavation during KHA's alignment studies. Mapping will include detailed

geologic jointing and structure mapping of the rock slopes adjacent to the current roadway alignment. This work will be used to select and mark structures that can be utilized to steepen potential cut slopes and minimize the footprint and rock removal of the design alternatives.

2.2.4 Task 11 Roadway Geotechnical Report

The structural mapping will be combined with rock stability assessments to identify slope excavation criteria. The report will cover the geophysics and structural mapping and identify constraints to slope angles at various points. The need for rock reinforcement will be assessed. The report will be provided chiefly for documentation and general information; the main effort will occur in Task 11.

2.2.5 Task 12 Roadway Design Alternatives Support

The structural mapping will define cut slope location and orientation opportunities that KHA can incorporate into its roadway design concepts. Rather than provide generalized slope inclination recommendations, this project will define specific slope contours according to mapped structural discontinuities. However, the need for slope excavation will vary among design options according to factors that KHA will evaluate, such as sight distance, adjoining land use, template footprint, and so on.

Task 12 will also include collaboration on evaluating the impact of various excavation alternatives on the surrounding stakeholders and on the traveling public. The collaboration is expected to be mostly through virtual meetings but an in-person session in Prescott is planned; a CNI senior engineer will attend.

2.3 PS&E and Construction Geotechnical Support *(Separate Contract, for Reference Only)*

CNI will provide support during final design and post-design (construction phase) to verify cut slope stability, check design provisions, aid in optimizing cut slope and rock excavation plans, provide input to plans, specifications, and estimates, and assist with CMAR constructability assessments.

During the PS&E phase, additional geotechnical exploration, including core drilling of the cut slopes, will occur. (The number of holes and locations will depend on the alignment

determinations arising from the DCR portions of the study.) Additional, more detailed surface geotechnical mapping may be required to support specific slope designs. Collaboration on geotechnical factors specific to the chosen design will occur.

During post-design CNI will evaluate the excavation processes in rock, review blasting and excavation plans, recommend local rock stabilization measures, evaluate excavation methodologies, respond to RFIs in connection with rock excavation and stabilization, and review miscellaneous submittals. These activities will be added to the Scope when appropriate.

3.0 PERSONNEL

The project will be managed by Robert Cummings, P.E., who will provide overall technical guidance and oversight, and will attend the public meetings if required. Michael Conley, P.E., will be the lead technical investigator. Field work will be performed by CNI field engineering geologists acting under Mr. Conley's direction. Other support will be provided by CNI senior technicians, draftspersons, laboratory personnel, and CNI's Technical Editor.

Geophysical services will be through Bird Seismic, Inc., of Globe, AZ. CNI has successfully carried out numerous projects in collaboration with Bird Seismic, among the most recent being the investigation of the Perkinsville Road slope failure, where Bird provided invaluable subsurface imaging that supported the remediation design.

4.0 COST ESTIMATE

The cost estimate is presented in Table 1. CNI works on a time-and-materials basis and reserves the right to transfer time and money among tasks as the project develops and work requirements become apparent. Estimated costs will not be exceeded without prior approval from KHA. Because field geophysical activities are dependent on factors such as timeliness of traffic control and the occurrence of ambient seismic noise in the area, an extra day of possible standby time has been budget for the GPR and seismic refraction work. This contingent standby will not be invoiced unless found necessary. The cost estimate does not include any foreign taxes; all foreign taxes are to be paid by KHA. Invoiced amounts will be totals payable to CNI.

5.0 PROJECT CONTROLS

Controls will be implemented to keep project delivery within budget and on schedule. While project cost and schedule updates can be provided to the client at any point during the project timeline, at a minimum CNI will provide updates on work performed at the following milestones:

- nominal 50% of the budgeted total
- nominal 90% of the budgeted total

Should CNI anticipate that the project is going to exceed the budgeted estimate, the client will be notified beforehand. Additional work beyond the budgeted amount will not be conducted unless approved by the client.

Other project controls may be necessary based on the size and scope of the project and can include the following:

- Kickoff meetings
- Gantt-chart updates
- Project forecasting
- Accrual estimates
- Hold-point meetings
- Change management systems
- Change order systems
- Regular feedback and reporting

6.0 ACCEPTANCE OF PROPOSAL

The acceptance of this proposal and services provided as outlined herein also constitutes an acceptance of CNI's insurance coverage and the limitation of our liability to that coverage, as follows:

Commercial General Liability

- Each Occurrence: $2,000,000
- General Aggregate: $4,000,000

Commercial Automobile Liability

- Combined Single Limit: $1,000,000

Excess Liability

- Each Occurrence: $3,000,000
- General Aggregate: $3,000,000

Workers' Compensation and Employer's Liability

- Each Accident: $1,000,000

Professional Liability

- Each Occurrence: $2,000,000
- General Aggregate: $2,000,000

CALL & NICHOLAS

Table 1. Cost Estimate - SR 89 Granite Dells
Geotechnical Rock Enginering for DCR Phase

Professional Fees	Hourly Rate	Task 1 Project Management and Coordination		Task 2 Review Existing Data; Initial Site Visit		Task 3 GPR Survey		Task 4 Seismic Refraction		Task 5 Laboratory Testing		Task 6 Subsurface Characterization		Task 7 Effluent Main Geotech Report		Task 8 Roadway Initial Field Review		Task 9 Roadway Geotech Drone Survey		Task 10 Roadway Geo Structural Mapping		Task 11 Roadway Geotechnical Report		Task 12 Roadway Design Alternatives Support		TOTAL	
		Days	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days	Dollars	Days*	Dollars	Days*	Dollars	Days*	Dollars	Days	Dollars	Days	Dollars	Days	Dollars
D. E. Nicholas, P.E.	$ 336																										
T. M. Ryan, P.E.	$ 320																										
R. C. Barkley, P.E.	$ 273																										
R. W. Pratt, P.E.	$ 270																										
L. R. Standridge, P.E.	$ 270																										
N. A. Asbury, P.E.	$ 265																										
S. D. Cylwik, P.E.	$ 264																										
Senior Engineer/Hydro	$ 262	8	$16,768	2	$5,240	0.25	$524	0.25	$524	0.5	$1,048	1	$2,096	1.5	$3,144	0.5	$1,310	0.25	$655			1	$2,096	2	$4,192	17.25	$37,597
Engineer V	$ 227																										
Engineer IV	$ 208	5	$8,320	3	$6,240	2.5	$4,160	3	$4,992	0.5	$832	2.5	$4,160	4	$6,656	2.5	$5,200	4	$8,320	2.5	$5,200	3	$4,992	2	$3,328	34.5	$62,400
Engineer III	$ 190																										
Engineer II	$ 169											4	$5,408													4	$5,408
Engineer I	$ 139			2	$2,780	1	$1,112			1.5	$1,668			3	$3,336	2	$2,780			12	$16,680	4	$4,448	1	$1,112	26.5	$33,916
Engineer/Geologist	$ 112																										
Senior Technician	$ 132																										
Piezo Technician	$ 112																										
Lab Technician	$ 112									1	$896															1	$896
Drafting	$ 110													2	$1,760			2	$2,200			2	$1,760			6	$5,720
Technical Editor	$ 90													1	$720							1	$720			2	$1,440
Clerical	$ 84																										
Administrative Fees (3%)	3%		$753		$428		$174		$165		$133		$350		$468		$279		$335		$656		$420		$259		$4,420
Subtotal Fees			**$25,841**		**$14,688**		**$5,970**		**$5,681**		**$4,577**		**$12,014**		**$16,084**		**$9,569**		**$11,510**		**$22,536**		**$14,436**		**$8,891**		**$151,797**
Expenses																											
Laboratory Testing											$9,616																$9,616
Expenses			$1,300		$909		$650		$650								$650		$1,000		$4,228						$9,387
Traffic Control							$5,000		$20,000																		$25,000
Bird Seismic							$13,347		$30,600																		$43,947
Subtotal Expenses			**$1,300**		**$909**		**$18,997**		**$51,250**		**$9,616**						**$650**		**$1,000**		**$4,228**						**$87,950**
TOTALS			**$27,141**		**$15,597**		**$24,967**		**$56,931**		**$14,193**		**$12,014**		**$16,084**		**$10,219**		**$12,510**		**$26,764**		**$14,436**		**$8,891**		**$239,747**

https://cnitucson-my.sharepoint.com/personal/bcummings_cnitucson_com/Documents/Documents/CNI general and proposals/SR 89 Granite Dells for KHA/proposal process/Cost Est SR 89 Granite Dells DCR Phase RAC-MC 9-19-2024

PO Box 1062 Globe, Arizona 85502
(928) 928-1848 Cell (928) 425-3637 Fax

August 15, 2024 Job ID 2024_41

Mr. Bob Cummings
Call & Nicholas
Tucson, Arizona

Highway 89 Refraction Seismic
Prescott, Arizona, Yavapai County

1) 2D Seismic Refraction 5 lines on roadway or adjacent to roadway

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The objective is to evaluate rock conditions and velocities underneath the roadway. The area of interest is on Highway 89, north of Prescott through granitic rock

1) ACQUISITION EQUIPMENT:

Recording Instruments – Seistronix EX-6 cable-based recording system, 200 + channels supplied
Geophones. ..... Geospace 10Hz single geophones, 200 + supplied.
Sources ..... 10lb Slidehammer, 16lb sledgehammer

2) ACQUISITION PARAMETERS

Receiver group interval.....3 feet, source interval....9 feet

The source will be tested at initial startup for number of impacts required for optimal data quality.

Record length .3 seconds, sample rate .125ms.

Included will be an experienced crew including, 4x4 trucks, UTV's for troubleshooting, recording truck and necessary support equipment.

3) DATA PROCESSING

Data processing and reporting by Jim Hasbrouck, Hasbrouck Geophysics, Prescott Arizona. Rayfract software by Intelligent Resources, Inc. for refraction seismic tomography processing and modeling.

4) DELIVERABLES

1) 2D depth section for each line
2) 2D depth sections in 3D view(s), assuming I have accurate GPS locations of each geophone
3) Rayfract outputs the velocity model in Golden Software grid format, I convert it to ASCII and plot it with Tecplot Focus software. The Tecplot files will have easting, northing, depth and velocity data so that you can plot it in your required format. I cannot output shapefiles with Tecplot software.
4) All raw field data
5) All land survey data
6) Short report

5) PROJECT PRICING

Cost for data acquisition, 5 lines, hammer source.....**$15,000.00**
Includes land surveying with Jupiter Geode sub-meter GPS.

Cost for seismic data processing and report.....**$6,600.00**

GPR and or electromagnetic EM 31 or EM 61 survey to locate and map the contours of trenches and trenching limits under the roadway. Approximately 20 transects across the roadway in the one mile long stretch of Highway 89.

Cost for seismic data acquisition and processing including mob/demob, surveying, recording, data processing...**$27,600.00.** Contingency allowance one 10-hr day of standby total **$30,600.00**
Seismic crew standby rate.....**$300.00** per hour

GPR and or electromagnetic geophysical methods, performed by Collier Geophysics, please see the attached proposal. Cost for a one-day survey of this type is $10,811.00 plus 5%, total costs **$11,351.55.** Contingency allowance one day of standby at **$1,900**; Collier total with allowance and 5% on base + allowance = **$13,347.00**
Total cost, all in for seismic data acquisition, data processing, GPR and or electromagnetic survey (without standby allowance)... **$38,951.55**

Total cost, all in for seismic data acquisition, data processing, GPR and or electromagnetic survey (with standby allowance)... **$43,947.00**

The cost per mile Includes fuel, per diem, and lodging for crew. Not Included: Cost of permits and required permitting.
Standby caused by excessive wind, weather, access issues, and activities beyond our control, up to maximum of 10 hours per day.

4) PERMITS

The client will obtain all required federal, state and county permits, permissions, for the work to proceed.

Sincerely,

Kenneth M. Bernstein

Geophysical Project Cost Estimate

Project Name:	Prescott Trench Locate
Proposal Number:	#1755 rev1
Prepared By:	J. Pfeiffer
Proposal Date:	9/11/2024
Estimate Type:	ROM Cost
Completed For:	Ken Bernstein
Client Phone Number	(928) 719-1848
Via Email	ken@birdseismic.com
Client:	Bird Seismic Services
Project Location:	Prescott, AZ
Project Description:	GPR or EM Survey

COLLIER GEOPHYSICS
7711 W. 6th Ave., Suite G
Lakewood, CO 80214
Office: 720.487.9200
www.colliergeophysics.com
SDVOSB

PRICING			
Line Item	Estimated Cost		Comment
Task 1. Planning and Mobilization	$	4,301.00	Mobilize equipment and one Geophysicist from Lakewood, CO to Prescott, AZ
Task 2. Data Collection	$	3,786.00	One day data collection using GPR or EM to locate trench with pipeline
Task 3. Data Processing	$	1,874.00	Data processing of GPR or EM data
Task 4. Reporting	$	850.00	Letter report with figures
Total:	**$**	**10,811.00**	
Standby Day Rate	**$**	**1,900.00**	For client directed standby or severe weather delays
Day Rate for Additional Scope	**$**	**6,510.00**	Additional day rate fee includes data acquisition, processing and reporting

Scope of Work:
Collier proposes to conduct a shallow GPR survey, or EM survey, to locate a trench with a buried pipeline. It is our understanding that the trench was excavated into granitic rock. The pipeline is of unknown material, diameter and depth of burial. For the purposes of this proposal, depth to the pipe is assumed to be less than 10 ft below ground surface. Approximately 20 transects across the suspected trench alignment have been requested. Each transect is assumed to be no longer than 80 ft in length. The use of GPR or an EM method will be determined when additional site information becomes available. For GPR, the ground surface must be smooth and free of brush, debris and rocks for good signal coupling of the GPR antenna with the ground. Additionally, GPR is most effective where the soils/rocks are resistive. Conductive soils, such as clay-rich or water saturated soils can rapidly attenuate the GPR signal, greatly reducing the effective depth of investigation. The GPR system will include a GSSI SIR4000 and 350 MHz antenna, or equivalent, for shallow high-resolution imaging. Site access for crew will be coordinated prior to mobilization by the client. Anticipated PPE is Level D.

Key Assumptions and Limitations - (Quote valid for 90 days)
- *Estimated 1 day of data acquisition to meet project objectives*
- *Access provided to the site by the client - cost for permitting is not included*
- *Work area needs to be safe and navigable for staff and equipment.*
- *Work cannot be completed during inclement weather; crew and equipment safety will affect where lines are placed*
- *Actual field parameters may be altered on-site by the field geophysicist to optimize the investigation*

Notice to Proceed
This notice to proceed authorizes Collier Geophysics, LLC. to complete the scope of work at the estimated cost presented above and must be completed and signed prior to the start and performance of any work. Upon signing, Client agrees to the General Terms and Conditions of Collier Geophysics.

Client: Bird Seismic Services

Authorized by: _____
(Name and Title)

Signature: _____

Date: _____

COLLIER GEOPHYSICS' (COLLIER) GENERAL TERMS AND CONDITIONS

FEE PAYMENT

1) COLLIER will submit invoices to Client monthly following any month of significant activity or at key project milestones, and a final invoice upon completion of services. Invoices will show charges based on current COLLIER Fee Schedules or other agreed-upon basis, and will include a detailed separation of charges and supporting information.
2) Payment is due upon receipt of invoice. On accounts past due by forty-five (45) days, Client will pay a finance charge of 1.5 percent per month dating from the invoice date.
3) In the event Client requires expert-witness testimony, Client will pay COLLIER all past due balances before COLLIER will proceed to prepare for or offer testimony.
4) Client will pay the balance stated on the invoice unless Client notifies COLLIER of the particular item that is alleged to be incorrect within fifteen (15) days from the invoice date. Client will remit the balance of undisputed items in a timely manner while a disputed item is being reviewed.
5) In the event Client fails to pay COLLIER within forty-five (45) days following invoice date, COLLIER may consider that a breach of the consulting agreement and all duties of COLLIER may be suspended or terminated, and work product may be withheld, without liability of any kind to COLLIER.

OWNERSHIP OF DOCUMENTS AND CONFIDENTIALITY

1) All reports, field data and notes, laboratory test data, calculations, estimates, and other documents prepared in the course of consulting service shall remain the property of COLLIER. Client agrees that all reports and other work COLLIER furnished to Client or Client's agents which are not paid for, will be returned upon demand and will not be used for any purpose whatsoever.
2) Documents provided to COLLIER by Client will be returned to Client, upon request, at the completion of work at Client's cost.
3) Reuse of reports or other materials by Client or others, on extensions or modifications of the project or on other sites, without written permission from COLLIER or adaptation by COLLIER for the intended purpose, shall be at the user's sole risk, without liability on the part of COLLIER, and Client agrees to indemnify and hold COLLIER harmless from all claims, damages and expenses, including attorney's fees.
4) COLLIER shall maintain Client's project data and reports in strictest confidence, and will release such information to others only upon written permission from Client.

DISPUTES

1) Client will pay all collection expenses or litigation fees, including attorney fees, that COLLIER incurs in collecting any delinquent amount Client owes.
2) If the Client institutes a suit against COLLIER which is dismissed or for which judgment is rendered for COLLIER, Client will pay COLLIER for all costs of defense including attorney fees, expert witness fees and court costs.

INSURANCE AND INDEMNIFICATION

1) COLLIER will carry Workers Compensation, General Liability, Automobile Liability, Excess Umbrella-Form Liability and Professional Liability insurance policies in amounts which COLLIER considers adequate. Certificates of insurance will be provided to Client upon request. Within the terms and conditions of the insurance, COLLIER agrees to indemnify Client against loss caused by actions of COLLIER, its employees or its subcontractors. COLLIER will not be responsible for liability beyond the limits and conditions reflected herein and in the Certificate of the Insurance. At Client's request, COLLIER will seek additional insurance coverage or limits for specific projects, and will bill Client for the additional premium cost. COLLIER will require that its field subcontractors are insured to the same levels required of COLLIER by Client.
2) COLLIER's professional liability will be limited to the value of the consulting services performed.
3) COLLIER will not be responsible for any loss or liability related to negligence of Client others employed by Client, or from negligence by any person for whose conduct we are not legally responsible.
4) Neither the Client nor COLLIER, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and COLLIER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CUSTODY OF MATERIALS

1) In the course of work, COLLIER may take custody of and transport soil and/or water samples from Client's site. Upon the completion of evaluation and/or testing of such samples, COLLIER reserves the right to return the samples to Client at Client's expense, and Client agrees to accept such samples and the responsibility for their proper and legal disposal.
2) At no time, under any circumstances, will COLLIER personnel represent COLLIER or themselves as generators of waste, hazardous or otherwise, which may have to be removed from or disposed of on a site, and COLLIER personnel will not sign hazardous waste manifests on behalf of Client.

SUBCONTACTORS

1) On occasion, COLLIER engages the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with Client's approval. The cost of such services plus a fifteen (15) percent service charge will be included in our invoice.
2) Alternatively, at Client's request, COLLIER will recommend contractor(s) or specialist(s) for Client to enter into direct contract(s) with. Invoices for these outside services will be issued to Client for direct payment to the contractor(s). COLLIER review and approval of each invoice will be provided on request. Under either alternative, COLLIER does not guarantee and is not responsible for the performance of the contractor(s) or the accuracy of their results.

CHANGES TO THE APPROVED SCOPE OF WORK

Once a scope of work is approved and signed, the Client must submit any changes or modifications to the scope of work to COLLIER in writing. COLLIER agrees to provide a response to change orders in a timely manner. Any changes or modifications to the approved scope of work will be at an additional cost, above and beyond the approved scope of work. The additional cost must be agreed upon and a written change order approved by COLLIER and the Client prior to the start of any new tasks.

STANDBY TIME

COLLIER will not conduct on-site work during inclement weather, extreme temperatures or other atmospheric conditions that jeopardize the health and safety of personnel and/or equipment. In the event that COLLIER incurs standby time due to inclement weather, delays by client and/or other on-site contractors working for the Client, and/or other conditions outside the control of COLLIER, Client agrees to pay 75% of personnel rates, 100% or equipment rates, and 100% of expenses.

GEOPHYSICAL & GEOLOGICAL INSTRUMENTATION SERVICES

COLLIER is equipped to provide specialized geophysical and geological instrumentation services according to project needs. Fees for these equipment services will be based on use charges at standard rates published by COLLIER plus fees for consulting services. Client agrees to be responsible for any equipment stuck downhole and the recovery thereof.

RIGHT OF ENTRY

Client will furnish right-of-entry on the site for COLLIER to conduct the work. COLLIER will take reasonable precautions to minimize damage to the land from use of its equipment but has not included in the fee the cost for restoration of damage that may result from site operations. If COLLIER is required to restore the land to its former condition, this will be arranged and the cost plus fifteen (15) percent will be added to our fee.

DAMAGE TO SUBSURFACE STRUCTURES

Reasonable care will be exercised in locating subsurface structures in the vicinity of proposed subsurface explorations. This will include contact with the local agency coordinating subsurface utility information (i.e., "Call Before You Dig" service) and a review of plans provided by Client for the project site. COLLIER shall rely upon any information provided by Client or Client's agent or representative. If the locations of underground structures are not known accurately or cannot be confirmed, then there will be a degree of risk to Client associated with conducting the work. In the absence of confirmed underground structure locations, Client agrees to accept the risk of damage and possible costs associated with repair and restoration of damage resulting from the work.

PETROLEUM PRODUCTS AND HAZARDOUS MATERIALS

If, at any time, evidence of the existence or possible existence of hazardous materials is discovered, COLLIER reserves the right to renegotiate any consulting agreement, the fees for our services and our continued involvement in the project. COLLIER will notify Client as soon as possible should unanticipated hazardous materials or suspected hazardous materials be discovered. Client agrees to compensate COLLIER for the cost of any and all measures that, in our professional onsite judgment are justified to protect the health and safety of our personnel, Client's employees, the public, and/or the environment. In addition, Client waives any claims against COLLIER and, to the full extent permitted by law, agrees to indemnify, defend and hold COLLIER harmless from any and all claims, damages and liability, including but not limited to cost of defense, in any way connected with the hazardous materials.

Conflicting Terms

These general terms and conditions shall govern and control, unless specifically provided to the contrary in any attached proposal or supplemental agreement. The fact that additional terms or provisions appear in one or the other document shall not, in and of itself, create a conflict.

STANDARD OF CARE

In accepting our proposal for consulting services, Client acknowledges the inherent risks associated with any geological investigation. In performing professional services, COLLIER will use the degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar localities. COLLIER makes no express or implied warranty beyond our commitment to conform to this high standard of professional practice.

CALL & NICHOLAS

Table 2. Laboratory Testing - SR 89 Granite Dells

Test Type	Standard	Lab Fee	QTY	Total
Classification and Index Testing				
Moisture Content	ASTM D2216	$27		
Atterberg (Liquid & Plastic) Limits	ASTM 4318 Method A, wet prep (Default)	$253		
	ASTM 4318 Method B, dry prep	$235		
Particle Size Analysis	ASTM D6913/D7928 Wet Sieve (includes Hydrometer)	$403		
	Modified ASTM - Coarse or fine fraction only	$168		
	Bulk Sieve > 5000 grams add	$108		
Specific Gravity	ASTM D854 (- #4 fraction)	$164		
	ASTM C127 (+ #4 fraction)	$140		
	ASTM C128 (- #4 fraction)	$134		
Measured G_s for Hydrometer	ASTM D854, modified for - #10 fraction	$164		
Organic Content (OUTSIDE LAB)	ASTM D2974	$162		
Slake Durability	ASTM D4644	$289		
Standard Proctor Compaction	ASTM D698, Method A or B, 4" mold	$327		
	ASTM D698, Method C, 6" mold	$433		
Modified Proctor Compaction (w/ assumed G_s)	ASTM D1557, Method A, 4" mold	$358		
for measured Gs for Rock Correction add $110	ASTM D1557, Method B, 6" mold	$459		
Bulk Density by suspended weight		$34	6	$204
Bulk Density, modified for rock	ASTM D7263 - Method A (wax method)	$89		
Bulk Density, modified for rock	ASTM D7263 - Method B (core method)	$72		
Minimum Index Density	ASTM D4254 (0.1 cf mold)	$177		
Consolidation	ASTM D2435	$368		
- Sands and low plasticity silts	Time to consolidate per normal less than 2.5 hrs			
- High plasticity silts and clays	Time to consolidate per normal more than 2.5 hrs	$516		
Permeability				
Constant Head - granular soils - sand	ASTM D2434 - 3 inch or 4.5 inch dia permeameter	$459		
Constant Head - granular soils - gravel	ASTM D2434 - 6 inch or 9 inch dia permeameter	$845		
Constant Head - granular soils - with loading profile	Modified ASTM D2434	Quote		
Fine grained soils (>10% clay)	ASTM D5856 - 15	Quote		
Strength Testing				
Small Scale Direct Shear				
Natural Fracture or Saw Cut:	ASTM D5607, 2 points (normal traces) or less	$536		
Strain rate of 0.008 in/min	ASTM D5607, 3 or 4 points (normal traces)	$810	3	$2,429
	Additional 5th point (normal trace)	$150		
Low Plasticity Remolds & Intacts:	ASTM D3080*, 2 points (normal traces) or less	$526		
Strain rate of 0.0026 in/min to 0.008 in/min	ASTM D3080*, 3 or 4 points (normal traces)	$866		
Medium Plasticity Remolds:	Modified ASTM D3080 (ASTM withdrawn)	$1,054		
Strain rate of 0.0006 in/min to 0.0025 in/min	3-4 point strength envelope			
High Plasticity Remolds [1]:	Modified ASTM D3080	$1,793		
Strain rate of 0.0002 to 0.0005 in/min	3-4 point strength envelope			
Large Scale Direct Shear	ASTM D3080*/D5607, 2 points or less	$977		
	ASTM D3080*/D5607, 3 or 4 points (normal traces)	$1,681		
Uniaxial Compression	ASTM D2166/D7012 Method C, peak load only	$228		
	ASTM D2166/D7012 Method D, axial deformation	$256	4	$1,025
	ASTM D2166/D7012 Method D, with elastic modulii through Strain Measurement	$504	2	$1,007
	ASTM D2845 WK18764 Pulse Velocities (Unstressed)	$182	4	$728
	For PQ size core, add per sample	$109		
Brazilian Disk Tension	ASTM D3967	$126	5	$630
Point Load (standard)	ASTM D5731	$74	8	$593
Point Load (w/ controlled load rate)	ASTM D5732	$86		
Triaxial Compression	ASTM D7012 Method A, peak only	$361		
(Unconsolidated/Undrained for rock)	Residuals, per point (first point included)	$81		
	For PQ size core, add per sample	$127		
Additional Testing				
Surface Roughness Profile	--	$59		
Sulfate Soundness	ASTM D5240	Quote		
Brittleness, Abrasivity	--	Quote		$3,000
Preparation Fees		**Quote**		
Additional lab photos	per photo	$30		
Core drilling (per 6")	BQ / NQ Core	$119		
	HQ Core	$119		
Additional sample prep	per hour	$142		
			TOTAL:	$9,616

ENGINEERING & TESTING CONSULTANTS, INC.
❖417 N. Arizona Street ❖Prescott, AZ 86301 ❖(928)778-9001❖

Date: *8/20/2024*

Job No.

Client: ***Kimley-Horn***

Phone: *c: (602) 620-3785*

Client Address: ***101 W. Goodwin Street, STE 303***
Prescott, AZ 86303

Email: ***Andrew.Baird@Kimley-Horn.com***

Authorized Representative or Person to Contact: ***Andrew Baird, P.E.***

Person Authorized 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:

EFFLUENT TANK, PIPELINE, & SR89 IMPROVEMENTS - PRESCOTT: ETC will perform a total of ten (10) borings along the proposed improvement areas to a depth of at least 9.5 feet, or to auger refusal. ETC will coordinate utility location, traffic control, and ROW permits for the borings.

A final report will be prepared with the results of the borings, laboratory test results, discussion of subsurface conditions encountered, and will provide recommendations for site grading/earthwork, utility backfill, tank foundation support, and pavement structural sections.

The Geotechnical Engineering report will be provided for a lump sum fee as shown below. Any other requested 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: $ *12,000.00*

SCHEDULE: Start Date: Upon receipt of signed contract Completion Date: Approx. 8 weeks from start

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 _____
Authorized Representative

Date _____

Please sign and return to: Engineering & Testing Consultants, Inc. 417 N. Arizona St., Prescott, AZ 86301

September 10, 2024

Mr. Andrew Baird, P.E.
Kimley-Horn
101 West Goodwin Street, Suite 303
Prescott, Arizona 86303

Re: Effluent Tank, Pipeline, and SR89 Widening Project: DCR Phase – Scope of Work and Cost Estimate for Public Involvement Services

Mr. Baird:

Beta Public Relations (BetaPr) respectfully submits this scope of work and cost estimate for Public Involvement Services for the City of Prescott's Effluent Tank, Pipeline, and SR89 Widening Project: DCR Phase. The project consists of public outreach and involvement efforts to educate, involve, notify and obtain feedback from local stakeholders and the Prescott Community related to the DCR Phase of this project. Additionally, BetaPr will assist the project team in fulfilling City Council Resolution No. 2024-1876.

Due to the high-profile nature of this project, public involvement is critical for gathering data, managing perception and shaping the final design of the project. We have developed a comprehensive approach to public outreach for the Prescott Community. Outlined below are the tasks associated with the project. If necessary, we can adjust any task you see below.

Project Task	Estimated Cost
Task 1 – Public Involvement Plan A Public Involvement Plan will outline the community outreach effort for the project team.	$500.00
Task 2 – Project Notification Flier Design, Production and Distribution BetaPr will design and produce a project notification flier for distribution prior to the completion of the DCR Phase. The flier will provide an update on the status of the project, provide information on how to access the Virtual Meeting Room for project details, and invite stakeholders to take part in the public hearings and public comment period. The fliers will be mailed to stakeholders who live directly along the project corridor. In addition to this distribution, the fliers will be available at City Hall, Public Works office and the Prescott Library for stakeholders around the City to obtain.	$1,450.00
Task 3 – Newspaper Advertisement Design and Publication To reach a broader audience, BetaPr will design and publish three (3) newspaper advertisements in the *Daily Courier, Prescott Valley Tribune and Chino Valley Review*. The newspaper advertisements will be designed to mirror the project notification flier.	$1,000.00

Task 4 – Press Releases and Media Support BetaPr will develop an initial press release to provide information about the status of the project. The initial press release will inform the community that the DCR phase is underway, and alert them that project team members will be on-site performing survey operations, traffic counts and other project needs. Additional releases will be disseminated throughout the project to highlight the educational campaign elements, Virtual Meeting Room, public hearings and public comment period. BetaPr will coordinate with the City Manager's Office to disseminate all media releases through internal City communications channels and will leverage their media contacts for additional coverage.	$6,000.00
Task 5 – Virtual Meeting Room Maintenance BetaPr will maintain the existing Virtual Meeting Room. The meeting room can be populated with project information, displays, the public comment form, maps, videos, educational elements and other project-specific materials. The meeting room allows stakeholders to obtain pertinent project information, fill out the public comment form, interact with project displays, view videos, provide feedback, share contact information for future communication and learn more about the project as long as they have access to a computer or mobile device with internet access.	$10,000.00
Task 6 – Project Email Address Maintenance BetaPr will maintain the existing project email address throughout the DCR Phase. Emails will be documented and answered during the course of the DCR Phase with all issues/questions directed immediately to the project team for resolution if necessary.	$2,000.00
Task 7 – Public Comments Log A Public Comments Log documenting all project emails received and the resolution of those inquiries will be provided to the project team as part of the Public Relations Updates highlighted in Task 8.	$950.00
Task 8 – Public Relations Updates BetaPr will produce Public Relations Updates on a monthly basis throughout the DCR Phase. Public Relations Updates will provide analytics from the Virtual Meeting Room and project website, highlight any public outreach tasks planned or completed, and highlight public comments and media updates.	$1,500.00
Task 9 – eNews Releases and Database Development The main vehicle for disseminating project information will be the eNewsletter, or eNews. eNews will be distributed electronically to interested parties, businesses, stakeholders and the media on an as-needed basis to alert the community of survey operations, provide project updates, highlight the public comment period and invite stakeholders to attend the public hearings. The existing project database generated from the pre-design phase will continue to be updated to include any new interested party contacts for future eNews communications.	$6,500.00
Task 10 – Project Website Maintenance The pre-existing project website (*www.sr89improvements.com)* will continue to be maintained and populated with project-specific information, a link to the Virtual Meeting Room, the digital public comment form, an eNews sign-up form, and additional resources to help stakeholders understand the project.	$5,000.00

Task 11 – Public Comment Period Implementation and Summary BetaPr will coordinate with City staff to implement the 60 day public comment period as specified in Resolution No. 2024-1876. Public Comment Forms will be made available at City Hall and the planned public hearings/study sessions (Task 12), as well as converted into a digital format for stakeholders to fill out via the Project Website and Virtual Meeting Room. Following the completion of the comment period, BetaPr will prepare a comprehensive summary of the comments for the project team.	$6,000.00
Task 12 – Facilitate Public Hearings BetaPr will facilitate two public hearings and attend the Council Study Sessions, per Resolution No. 2024-1876, to assist the project team in presenting the design concept, traffic study and alternate roadway concepts to the community. The hearings will be held approximately one month apart at a venue chosen by the Project Team. The hearings will include sign-in sheets, public comment forms and a multitude of project displays and stations to help stakeholders visualize the alternative roadway concepts and project details. BetaPr will assist in welcoming stakeholders, collecting comments and contact information, producing materials, assisting with presentations, and set-up and take-down. After the hearings are complete, a comprehensive summary will be provided to the team compiling all comments and input received.	$8,000.00
Task 13 – Education Campaign BetaPr will undertake a series of educational campaigns as part of the DCR Phase. Educational campaigns will inform stakeholders on various project elements and how they are designed to allow a greater understanding of the project. The campaigns can educate the community on topics such as: rock removal techniques, LOS and other traffic-specific terminology, how a traffic study is performed, effluent and wastewater infrastructure and more. These campaigns will be a combination of digital assets (FAQ's, press releases, etc.) and video creations featuring project team members explaining/performing the work. These campaigns are designed to educate the community, so they understand the tasks the Project Team is undertaking. Additionally, they will help to visualize and humanize our project and team.	$8,500.00
Task 14 – DCR Team Meetings BetaPr will attend project meetings and brainstorming sessions to assist the project team during the DCR Phase.	$3,500.00
Total Estimated Labor Expenses	**$60,900.00**

Direct Expenses	Estimated Cost
Notification Flier Printing – 1,250 pieces* x $0.50 per piece ** Includes mailings and copies to be displayed in City facilities.*	$625.00
Direct mail postage – 700 pieces* x $0.73 per piece ** Includes property owner and tenant addresses for area residents, generated from the Yavapai County Assessor's website.*	$511.00
Newspaper advertising fee – Three publication runs in the *Daily Courier, Prescott Valley Tribune and Chino Valley Review*	$1,350.00
Digital Marketing Suite* – $90.00 per month x 10 months ** Digital Marketing Suite includes website, email address and eNewsletter service.*	$900.00
Total Estimated Direct Expenses	**$3,386.00**

Total Estimated Project Cost **$64,286.00**

Thank you for the opportunity to work on this project. If you have any questions regarding the scope of work, feel free to contact me at (928) 440-5080. We look forward to working with Kimley-Horn to provide effective public involvement support throughout the DCR Phase of the Effluent & Wastewater Pipelines & SR 89

Improvements Project.

Sincerely,

Conner Cassens
Vice President/Sr. Project Manager
BetaPr

Professional Services Agreement
Exhibit B – Insurance Requirements

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

1. Commercial General Liability – Occurrence Form

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

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

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

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

2. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

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

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

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

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

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

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

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

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

Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

Contract Amendment No. Two (2)
Design Services for Effluent & Wastewater Pipelines and SR 89 Improvements
Contractor: Kimley-Horn
Contract No: 2025-066
CIP#: 2110-001
Account No(s): 7207810-8810-22008 (80%), 72A7810-8810-22008 (20%)
February 10, 2026

Purpose of Amendment:

To award Unknown Dollars and Unknown Cents ($xxx,xxx.xx) for the Design Services for Effluent & Wastewater Pipelines and SR 89 Improvements project per the terms, conditions and amount quoted in the project specifications and quote attached.

To extend the expiration date to Unknown.

Changes to Contract Documents

Add funds in the amount of $xx,xxx.xx.

Extend the expiration date to Unknown.

All other terms of the contract remain the same.

Summary of Changes:

Description	*Contract Amount*
Original Contract	$997,713.00
Amendment 1: Extend Expiration Date	$0.00
Amendment 2: Add Funds and Extend Expiration Date	$Unknown
Amended Contract	$997, 713.00

Original Contract Expiration Date: November 12, 2025

Amended Contract Expiration Date: Unknown

Reviewed By:

TIM SHERWOOD, CAPITAL PROGRAM MANAGER

DATE SIGNED

Approved By:

CATHEY RUSING, MAYOR

DATE SIGNED

Accepted By:

AUTHORIZED SIGNATURE (FULL NAME)

PRINTED FULL NAME

TITLE

Vendor Name

VENDOR

DATE SIGNED

APPROVED AS TO FORM:

JOSEPH D. YOUNG, CITY ATTORNEY

DATE SIGNED

ATTEST:

SARAH M. THORNHILL, CITY CLERK

DATE SIGNED