

AGENDA

**PRESCOTT CITY COUNCIL
STUDY SESSION
Tuesday, December 3, 2013
3:00 PM**

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

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

◆ **ROLL CALL**

MAYOR AND CITY COUNCIL

Mayor Kuykendall
Councilman Arnold
Councilman Blair
Councilman Carlow

Councilman Lamerson
Councilman Lazzell
Councilman Wilcox

◆ **CALL TO ORDER**

◆ **INVOCATION** Church of Latter Day Saints - name to follow

◆ **PLEDGE OF ALLEGIANCE** Councilman Blair

◆ **ANNOUNCEMENTS**

I. PROCLAMATIONS

II. DISCUSSION ITEMS

- A. Award of bid and contract for Heating, Ventilation, and Air Conditioning (HVAC) replacement at Antelope Hills Clubhouse to Energy Savings Heating and Cooling, LLC., in the amount of \$49,676.00 (City Contract No. 2014-099)
- B. Approval of purchase of one (1) ea. Ford F-450 1-ton truck chassis and utility body from Sanderson Ford in the amount of \$40,131.71

- C. Approval of purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of \$59,023.51
- D. Adoption of Ordinance No. 4874-1412 authorizing purchase and acceptance of two Utility Easements for the FY13 & FY14 Small Water Mains and Sewer Mains Replacement Project
- E. Approval of a contract for computer-aided design drafting to Civiltec Engineering, Inc., in an amount not to exceed \$50,000.00 (City Contract No. 2014-092)

III. ADJOURNMENT

EXECUTIVE SESSION

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:

- (i) Discussion or consideration of personnel matters (A.R.S. §38-431.03(A)(1));
- (ii) Discussion or consideration of records exempt by law (A.R.S. §38-431.03(A)(2));
- (iii) Discussion or consultation for legal advice with the city's attorneys (A.R.S. §38-431.03(A)(3));
- (iv) 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));
- (v) 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));
- (vi) 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));
- (vii) 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)).

Confidentiality

Arizona statute precludes any person receiving executive session information from disclosing that information except as allowed by law. A.R.S. §38-431.03(F). Each violation of this statute is subject to a civil penalty not to exceed \$500, plus court costs and attorneys' fees. This penalty is assessed against the person who violates this statute or who knowingly aids, agrees to aid or attempts to aid another person in violating this article. The city is precluded from expending any public monies to employ or retain legal counsel to provide legal services or representation to the public body or any of its officers in any legal action commenced for violation of the statute unless

City Council takes a legal action at a properly noticed open meeting to approve of such expenditures prior to incurring any such obligation or indebtedness. A.R.S. §38-431.07(A)(B).

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at Prescott City Hall on _____ at _____ m. in accordance with the statement filed by the Prescott City Council with the City Clerk.

Lynn Mulhall, City Clerk

MEETING DATE/TYPES: **STUDY SESSION** **12-03-13**
 VOTING SESSION **12-10-13**

DEPARTMENT: **Field and Facilities Services**

RECOMMENDED AGENDA CATEGORY: **Regular: Yes** **Consent: No**

AGENDA ITEM: Award of bid and contract for Heating, Ventilation, and Air Conditioning (HVAC) replacement at Antelope Hills Clubhouse to Energy Savings Heating and Cooling, LLC., in the amount of \$49,676.00 (City Contract No. 2014-099)

Approved By:

Date:

Director:	Miller, Stephanie	
City Manager:	McConnell, Craig	

Item Summary

Approval of this item will award a contract to Energy Savings Heating and Cooling, LLC., for the replacement of six (6) Heating, Ventilation and Air Conditioning units at Antelope Hills Golf Course Clubhouse.

The Facilities Management Division has identified through its Capital Improvement Program a number of facilities utilizing HVAC units which have reached the end of their useful service lives and require replacement due to unit age, increased maintenance costs, and reduced energy efficiency. The six units needed for the Clubhouse meet the criteria for replacement and were identified in the Fiscal Year Capital Improvement Program budget.

Background

The HVAC units that service the clubhouse at Antelope Hills are split-system units. The heaters are more than 20 years old, and have diminished efficiencies due to their age, have reached the end of their useful lives, and are incurring increased maintenance costs.

The heat-pump units are currently positioned in the interior space between the roof and the ceiling, making it difficult for facilities employees and other to access the units for regular preventative maintenance and repairs. The compressor and condenser coils are located on the exterior of the building at ground level. The Facilities Management Division plans to correct the positioning of the HVAC units during the replacement process.

Agenda Item: Award of bid and contract to Energy Savings Heating and Cooling, LLC., for HVAC replacement at Antelope Hills clubhouse in an amount not to exceed \$49,676.00 (City Contract No. 2014-099)

The Division utilized structural consultant Rick Frost and architect Frank DeGrazia to design plans for moving the combined heating and cooling units to the south and east side of the roof of the Clubhouse. This move will upgrade the existing units for energy efficiency, EPA approved refrigerant, and ensure ease of access for maintenance and repair.

Bid Results

The Facilities Management Division conducted a bid process to select a vendor for replacement of the six units. A mandatory pre-bid meeting was held on November 6, 2013, and bids were opened November 21, 2013. The Division had sent the bid specifications to 13 vendors, and eight bids were received.

Company	Location	Bid Amount
Energy Savings Heating and Cooling LLC	Prescott, AZ	\$ 49,676.00
Chino Heating and Cooling	Chino Valley, AZ	\$ 66,051.00
J E Bowen Construction	Mesa, AZ	\$ 78,000.00
Pimmex Contracting	Mesa, AZ	\$ 80,890.00
New Vista Builders Inc.	Prescott, AZ	\$ 94,571.00
A Quality HVAC Services	Goodyear, AZ	\$ 96,301.00
Yavapai Mechanical LLC	Prescott Valley, AZ	\$ 98,854.00
Lor Construction	Mesa, AZ	\$101,096.00

Based upon the above, the Division recommends award to Energy Savings Heating and Cooling as the lowest responsive bidder. Energy Savings currently does maintenance work for the Division, and the Division has confidence in their ability to perform this work to the satisfaction of the City.

Financial Impact

The Facilities Division has \$50,000 budgeted in the Facilities Maintenance Fund (general fund) of the FY14 Facilities Maintenance Fund for Antelope Hills Clubhouse HVAC.

Recommended Action: **MOVE** award of bid and contract for Heating, Ventilation and Air Conditioning replacement at Antelope Hills Clubhouse to Energy Savings Heating and Cooling LLC., in the amount of \$49,676.00 (City Contract No. 2014-099).

MEETING DATE/TYPES: **STUDY SESSION** **12/3/13**
 VOTING SESSION **12/10/13**

DEPARTMENT: **Field and Facilities Services**

RECOMMENDED AGENDA CATEGORY: **Regular: Yes** **Consent: No**

AGENDA ITEM: Approval of purchase of one (1) ea. Ford F-450 1-ton truck chassis and utility body from Sanderson Ford using the Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 in the amount of \$40,131.71 (City Contract No. 2014-089)

Approved By:

Date:

Director:	Miller, Stephanie	
	Zelms, Alison	
City Clerk:	Mulhall, Lynn	
City Manager:	McConnell, Craig	

Item Summary

Approval of this item will authorize the purchase of a Ford F-450 1-ton truck chassis and utility body for the Street Maintenance Division sign/special event crew.

Background

Two Traffic Control Workers currently share one 2-wheel-drive 1-ton F-350 utility truck. While one employee is working in the field conducting inventory, installing and/or repairing signs, or performing quality control on the ADOT sign grant program, the other employee is in the shop fabricating signs and entering Blue Stake requests for his respective district. Each employee is responsible for maintaining approximately 15,000 signs and an inventory of 1,550 signs in his respective district, which encompasses approximately one-half of the City. In addition to sign work, these employees provide special event traffic control, emergency traffic control for accident scenes, and traffic control for other City departments by request. With each employee having an assigned truck, they will be more effective and will be more efficient with setting up larger traffic control events such as the Fourth of July parade and activities, the Whiskey Row bike race, the Christmas parade, and responding to non-recurring emergencies such as the Whiskey Row and Dose fires.

Agenda Item: Approval of purchase of one (1) ea. Ford F-450 1-ton truck chassis and utility body from Sanderson Ford using the Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 in the amount of \$40,131.71 (City Contract No. 2014-089)

Even with careful planning, it is currently difficult for either employee to maximize his effectiveness while sharing one truck. Also, the requested 4-wheel-drive truck will better complement the existing fleet as it will provide improved traction for the safest possible response in winter storms, when crew members respond to emergency requests from the Police Department for traffic control.

Financial Impact

The Street Maintenance Division has \$45,000.00 budgeted in the 1% Streets and Open Space Fund in FY14 for this purchase. The vehicle purchase will be via the Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 through Sanderson Ford of Glendale, AZ. The State of Arizona conducted a competitive bid process for which Sanderson Ford was the lowest responsive bidder.

Attachments

1. Ford F-450 1-ton truck chassis and utility body quote dated 10/8/13 from Sanderson Ford

Recommended Action: MOVE to approve the purchase of one (1) ea. Ford F-450 1-ton truck chassis and utility body from Sanderson Ford using the Arizona Procurement Solution Master Blanket Purchase Order No. ADSP013-040351 in the amount of \$40,131.71 (City Contract No. 2014-089).



Government Fleet Sales Managers

Dave Harris	(623) 930-5961	dharris@sandersonford.com
Richard Fowler	(623) 930-5962	rfowler@sandersonford.com
Tony Friedley	(623) 930-5963	tfriedley@sandersonford.com
Bob Allen	(623) 930-5960	ballen@sandersonford.com
Joe Preston	(623) 930-5910	jpreston@sandersonford.com

Department Fax: (623) 930-5966

Date: 8/5/2013 (Rev. 9-18) rev. 10-8-13

Customer: City of Prescott

FAX:

Vehicle Description: 2014 Ford XL F450XL 4x4 Reg Chassis Cab 141"wb.60"ca (F4H)

***### STATE of AZ Contract ADSP013-040351

Base Price: \$29,024.00

Upgrade Options:

1.	16,500 lbs. GVWR	standard
2.	6.8L V10 gas w/ Automatic Trans	standard
3.	Air Conditioner	standard
4.	AM / FM radio with clock	standard
5.	40/20/40 cloth bench seat	included in contr
6.	40g Aft-of-Axle fuel tank	standard
7.	manual shift-on-fly transfer case	standard
8.	4.88 Ltd Slip differential	\$308.00
9.	spare tire & wheel	\$299.00
10.	snow plow pkg	\$73.00
11.	Auto Safety House quote 212454	\$7,479.14

Upgrade Options Total: \$7,959.14

Bid Price (w/options): \$36,983.14

Sales Tax (8.5%): \$3,143.57

Tire Tax: \$5.00

Ford Extended Service Plan:

Total Delivered Price: \$40,131.71

MEETING DATE/TYPES: **STUDY SESSION** 11-5-13
 STUDY SESSION 12-3-13
 VOTING SESSION 12-10-13

DEPARTMENT: **Field and Facilities Services**

RECOMMENDED AGENDA CATEGORY: **Regular: Yes Consent: No**

AGENDA ITEM: Approval of purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of \$59,023.51 (City Contract No. 2014-090)

Approved By:

Date:

Director:	Miller, Stephanie	10/04/2013
	Zelms, Alison	10/04/2013
City Clerk:	Mulhall, Lynn	10/08/2013
City Manager:	McConnell, Craig	10/09/2013

Item Summary

The Street Maintenance Division is requesting authorization to purchase a 2013 Caterpillar 259B3 Skid Steer Loader to replace the 1989 Case 1845C Unloader presently in use. The proposal was presented to Council at the November 5, 2013, Study Session, at which a question was raised regarding attachments for the new unit. This is addressed in the "Financial Impact" section below.

Background

The Street Maintenance Division uses a skid steer loader for snow removal, digging sign post and other holes, grading small, tight areas for asphalt, landscape and concrete work, and for material handling, especially in small spaces. The loader can also be used with a variety of attachments for special projects.

The existing loader has been in service for 24 years. The model is obsolete, and is no longer supported by the manufacturer. Maintenance costs have increased dramatically over time. Fleet Services has recorded over \$10,000 in maintenance for the last three years, which is three to four times the cost to maintain a new machine. The cost in down

Agenda Item: Approval of purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of \$59,023.51 (City Contract No. 2014-090)

time for the crews is not included.

A new 2013 Caterpillar 259B3 Skid Steer Loader is available from Empire Equipment of

Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377.

Financial Impact

The Street Maintenance Division has \$60,000 budgeted in FY14 for this equipment. The total cost of the loader, including tax, is \$59,023.51. Since the loader is being purchased in Prescott, the City privilege tax will be returned as revenue.

The vehicle purchase will be via the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377. The City of Tucson conducted a competitive bid process for which Empire Equipment was the lowest responsive bidder.

The Division currently has several Case skid steer loader attachments which are compatible with the Caterpillar skid steer being purchased. The Division will continue to use these attachments until the end of their useful lives and then replace as needed.

Attachments

1. Cat 259B3 Skid Steer quote dated 10/1/13 from Empire Equipment

Recommended Action: MOVE to approve of purchase of one (1) ea. 2013 Caterpillar Skid Steer Loader from Empire Equipment of Prescott through the City of Tucson/National Intergovernmental Purchasing Alliance Contract #120377, in the amount of \$59,023.51 (City Contract No. 2014-090).



10/1/2013

CITY OF PRESCOTT-FLEET MAINT
432 N. VIRGINA
PRESCOTT, AZ 86301

On behalf of **Empire Machinery** and **Caterpillar Inc.**, we are pleased to quote the following.

2013 New Caterpillar 259B3 Skid Steer

Standard Equipment

POWERTRAIN

Caterpillar C3.4T Diesel Engine

- 71 Net Horsepower (53 kw) @2500 RPM
- EPA Tier 4i and EU Stage IIIA

Certified

- Electric Fuel Priming Pump
- Glow Plugs Starting Aid
- Liquid Cooled, Direct Injection

Air Cleaner, Dual Element, Radial Seal

S-O-S Sampling Valve,

Hydraulic Oil

Filter, Spin on, Hydraulic

Filters, Bayonet-Type, Fuel
and Water Separator

Tilt Up Radiator / Hydraulic Oil Cooler

Muffler, Standard

Spring Applied, Hydraulically Released,

Wet Multi Disc Parking Brakes

Hydrostatic Transmission

- Hour Meter

Operator Warning System Indicators:

- Air Filter Restriction
- Alternator Output
- Armrest Raised / Operator Out of Seat
- Engine Coolant Temperature
- Engine Oil Pressure
- Glow Plug Activation
- Hydraulic Filter Restriction
- Hydraulic Oil Temperature
- Park Brake Engaged

Adjustable Vinyl Seat

Pull Down Ergonomic Contoured Armrest

Control Interlock System, when Operator
Leaves Seat or Armrest Raised:

- Hydraulic System Disables
 - Hydrostatic Transmission Disables
 - Parking Brake Engages
- ROPS Cab, Open, Tilt Up

FOPS, Level I

Top and Rear Windows

Floormat

Interior Rear View Mirror

12V Electric Socket

Horn

Hand and Foot Throttle

UNDERCARRIAGE

Steel Imbed Rubber Track

2 Speed Motor

Suspension - Independent Torsion Axle

HYDRAULICS

CONTROLS:

Pilot Operated Implement Control, RH

Pilot Operated Hydrostatic Transmission

Control LH

STARTERS, BATTERIES, & ALTERNATORS

Heavy Duty Battery, 880 CCA

90 Ampere Alternator

OTHER STANDARD EQUIPMENT

Engine Enclosure - Lockable

Extended Life Antifreeze (-36C, -33F)

Machine Tie Down Points (4)

Coupler, Mechanical

Support, Lift Arm

ELECTRICAL

12 Volt Electrical System
Ignition Key Start / Stop Switch
Lights:- Gauge Backlighting
- Two Rear Tail Lights
- Two Adjustable Rear
Working Halogen Lights
- Two Adjustable Front
Halogen Lights
- Dome Light
- Backup Alarm

Configured as Follows

BELT, SEAT, 2" SUSPENSION
ENGINE, TIER4 INTERIM COMPLIANT
QUICK COUPLER
CONTROL, 2SPD,
SELF-LEVELING
DOOR, CAB, POLYCARBONATE

Hydraulic Oil Level Sight Gauge
Radiator Coolant Level Sight Gauge
Radiator Expansion Bottle
Caterpillar XT Hose
Auxiliary, Hydraulics, Continuous Flow
Heavy Duty Flat Faced Quick Disconnects
Split D-Ring to Route Work Tool Hoses
Along Side of Left Lift Arm
Electrical Outlet, Beacon
Belly Pan Cleanout
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007
Rated Operating Capacity:
@ 50% Tipping Load 2950 lb.

72"GP BUCKET
HYDRAULICS, HIGH FLOW
TRACK, NARROW, 320MM
FAN, COOLING, DEMAND
ROPS, ENCLOSED WITH A/C (C3)

Warranty: 3 Yr. 3000 Hr. Gov. Pt. Hyd. Extended Warranty

City of Tucson / National Intergovernmental Purchasing Alliance Contract #120377

Cat List Price:	\$65,001.00
Contract #120377 Discount 16% of List Price:	\$(10,400.16)
Sub Total:	<u>\$54,600.84</u>
Sales Tax:	\$ 4,422.67
Net Total:	<u>\$59,023.51</u>

Thank you for your consideration of this proposal and we look forward to the continued business partnership with **CITY OF PRESCOTT**

Sincerely,

Dan Allen
Account Manager

This quote is good for thirty days and prices are subject to change.

MEETING DATE/TYPES: **STUDY SESSION** **12-3-13**
 VOTING SESSION **12-10-13**

DEPARTMENT: **Public Works**

RECOMMENDED AGENDA CATEGORY: **Regular:** **X** **Consent:** **No**

AGENDA ITEM: Adoption of Ordinance No. 4874-1412 authorizing purchase and acceptance of two utility easements for the FY13 & FY14 Small Water Mains and Sewer Mains Replacement Project

Approved By:

Date:

Director:	Nietupski, Mark	
City Clerk:	Mulhall, Lynn	
City Manager:	McConnell, Craig	

Item Summary

Approval of this ordinance will acquire public utility easements necessary for the FY13 & FY14 Small Water Mains and Sewer Mains Replacement Project. Exhibit "A" (attached) provides a summary of the acquisitions involving two (2) parcels of real property. Additionally, within one of the easements the City will purchase approximately 180 LF of existing 6" Ductile Iron Pipe water main constructed in 2010. Acquiring this segment of water main, which was originally constructed as a fire line, will reduce construction impacts to businesses in the vicinity of the Madison Street / Miller Valley Road intersection without increasing anticipated project costs. The water main cost is included in the real property cost.

Background

To meet the basic infrastructure needs of providing for safe, adequate drinking water for the City's residents and businesses, the City annually budgets for the replacement and upgrade of small, undersized and aging water mains. These mains are typically 3" or less in diameter, often constructed of galvanized steel and frequently a source of leaks. In some instances, looping of dead end segments is also included in the project to enhance both water quality and flow for fire suppression.

Agenda Item: Adoption of Ordinance No. 4874-1412 authorizing purchase and acceptance of two utility easements for the FY13 & FY14 Small Water Mains and Sewer Mains Replacement Project

Exhibit "A" identifies the property owner, address, Assessor's parcel number, areas and compensation for each acquisition. The amounts are based on appraisals or competitive market data provided by Bergthold Ag Services, State Certified Appraiser, the appraisal firm retained by the City for this project. Copies of the actual agreements are available in the City Clerk's Office; compensation worksheets are on file at the Public Works office.

Schedule

Design of the FY13 & FY 14 Small Water Mains and Sewer Mains Replacement Project is 90% complete. Upon adoption of the ordinance and associated closings, all necessary utility easements will have been acquired. It is anticipated the project will be advertised for bids in early 2014

Financial Impact

Funding for the project is available in the Water Fund. The total amount required for the acquisition listed on Exhibit "A" is \$18,710.00 plus costs estimated between \$200 and \$1,000 for each closing. The actual closing costs will determine the final amount for each transaction.

Attachments

1. Exhibit "A" Summary of Acquisitions
2. Exhibit "B" Map of Acquisitions
3. Ordinance No. 4874-1412

Recommended Action: **MOVE** to adopt Ordinance No. 4874-1412.

FY 13/14 Small Water Mains and Sewer Mains Replacement Project
Utility Easement Acquisition Summary
December 3, 2013

Exhibit "A"
Page 1 of 1

Owner Name	Property Address	Assessor Parcel No	Acquisition ROW / Easements	Compensation	Agreement For Sale of Real Property Dated
Ryan Living Trust	531 Madison Ave Prescott, AZ 86305	113-09-047F	UE= 3,116 SF 140' 6" Water Main	\$18,700.00	26 October, 2013
Miller Valley Realty, LLC	612 Miller Valley Road Prescott, AZ 86305	113-07-028A	UE = 633 SF	\$10.00	7 November, 2013
Sub Total				\$18,710.00	

UE= Utility Easement
SF = Square Feet
R/W = Right-of-Way
Drn Esmt = Drainage Easement
Slp Esmt = Slope Easement
TCE = Temporary Construction Easement
SE = Sewer Easement
QC = Quit Claim

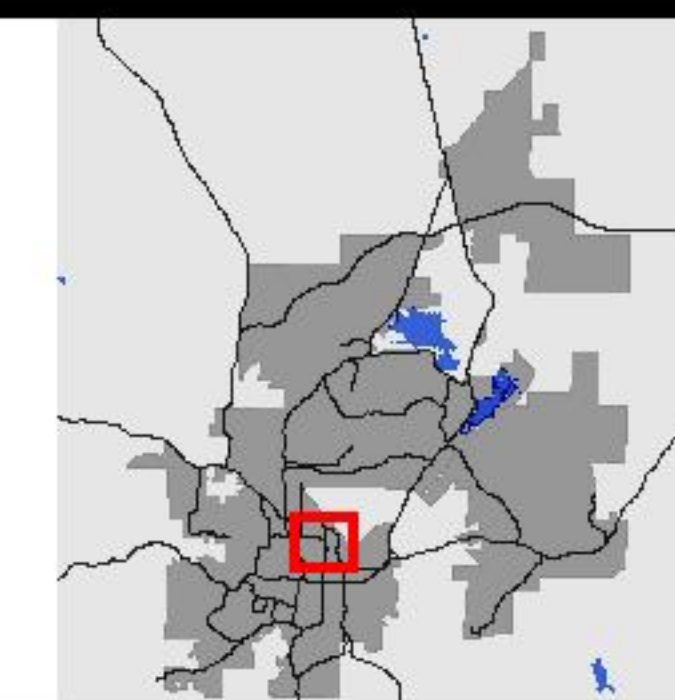
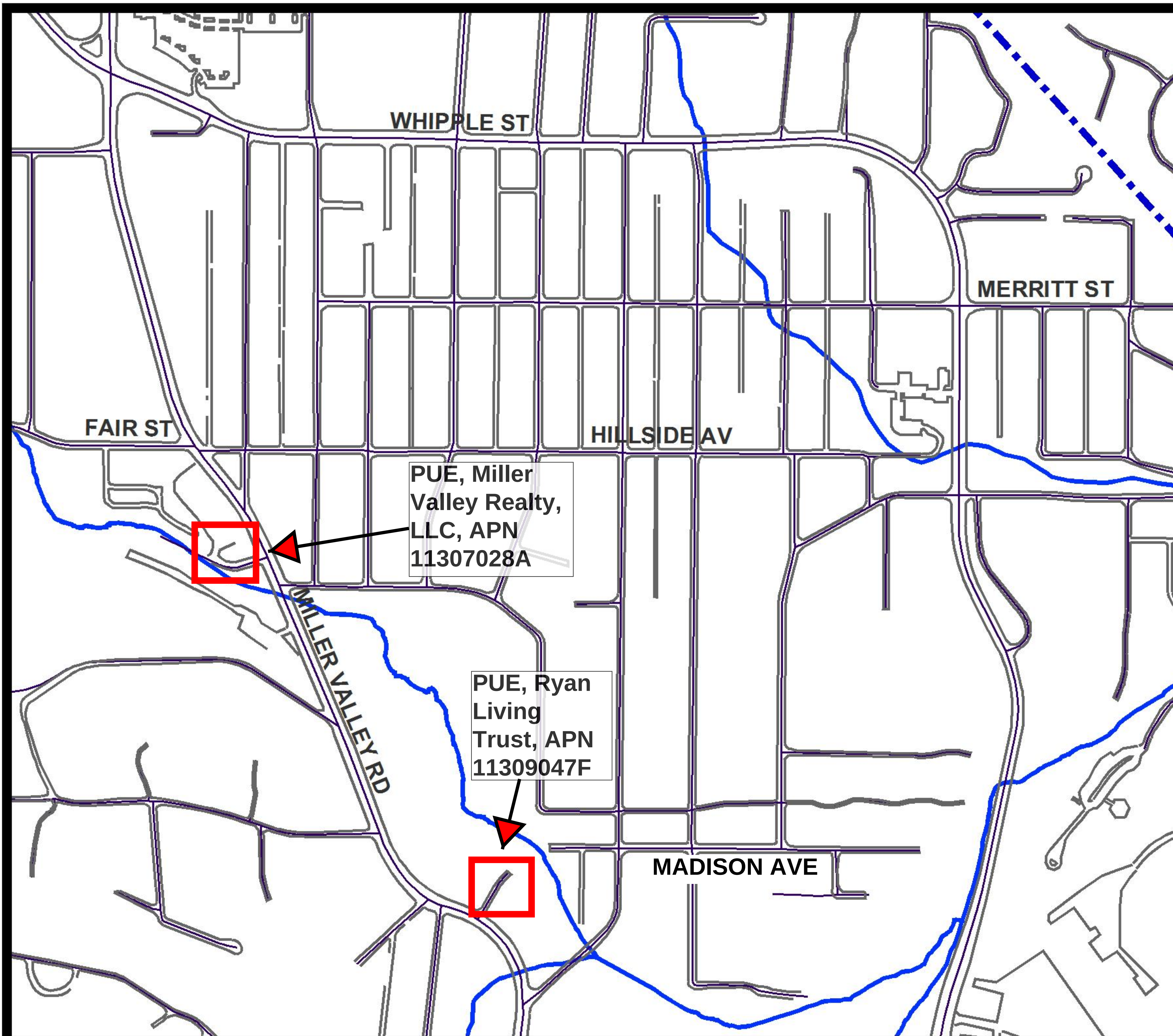
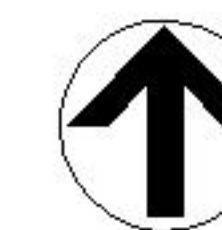


EXHIBIT "B"

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



0' 1" = 600'

ORDINANCE NO. 4874-1412

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AUTHORIZING THE PURCHASE OF UTILITY EASEMENTS FROM RYAN LIVING TRUST AND MILLER VALLEY REALTY, LLC FOR THE FY 13 & 14 SMALL WATER MAINS AND SEWER MAINS REPLACEMENT PROJECT AND AUTHORIZING THE MAYOR AND STAFF TO EXECUTE ANY AND ALL DOCUMENTS TO EFFECTUATE SAID PURCHASES.

RECITALS:

WHEREAS, the City Council has determined that certain utility easements are needed by the City for the improvement of the city's water infrastructure needs and the acquisition of these properties will be in the best interests of the health, safety and welfare of the City of Prescott; and,

WHEREAS, the proposed purchase prices of the following utility easements along with the terms and conditions in the City of Prescott's ("City") standard Purchase Agreements, are deemed to be fair and equitable.

ENACTMENTS:

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

SECTION 1. THAT the City Council hereby accepts the offer to purchase certain utility easement referenced in Exhibit "A" and agrees to purchase and accept said property from Ryan Living Trust, pursuant to the terms and conditions as set forth in the City's standard Purchase Agreement dated October 26, 2013, for the purchase price of \$18,700.00 plus closing costs.

SECTION 2. THAT the City Council hereby accepts the offer to purchase certain real property referenced in Exhibit "A" and agrees to purchase and accept said property from Miller Valley Realty, LLC, pursuant to the terms and conditions as set forth in the City's standard Purchase Agreement dated November 7, 2013, for the purchase price of \$10.00 plus closing costs.

SECTION 3. THAT upon payment of the foregoing sums, the Mayor and staff are directed to execute any and all documents in order to effectuate the foregoing purchases and acceptances of rights of way and easements, including the payment of closing and other costs associated with the purchases and recordation of the closing documents.

PASSED and ADOPTED by the Mayor and Council of the City of Prescott, Arizona, on this _____ day of _____, 2013.

MARLIN D. KUYKENDALL, Mayor

ATTEST:

APPROVED AS TO FORM:

LYNN MULHALL, City Clerk

JON PALADINI, City Attorney

MEETING DATE/TYPES: STUDY SESSION 12-3-13
VOTING SESSION 12-10-13

DEPARTMENT: Public Works

RECOMMENDED AGENDA CATEGORY: Regular: X Consent:

AGENDA ITEM: Approval of a contract for computer-aided design drafting to Civiltec Engineering, Inc., in an amount not to exceed \$50,000.00 (City Contract No. 2014-092)

Approved By:

Date:

Director:	Nietupski, Mark	
City Manager:	McConnell, Craig	

Item Summary

This item is for approval of a contract for computer-aided design drafting (CADD) to continue and complete various plan sets associated with public works projects. This contract will provide services on an interim on-call basis to meet production goals in the Engineering Division.

Background

Due to the current vacancy of the Engineering CADD Technician position in Public Works, it is necessary to utilize an outside firm to fill this service need until a new technician is hired via the recruitment now in progress.

Engineering has several in-house design projects that require continuing CADD work including the following:

1. Park Avenue Reconstruction - Numerous plan sheets require CADD annotation and details: 6 structural sheets, 7 drainage sheets, 5 street sheets, 5 detail sheets, 2 water sheets, 1 sewer sheet, and some existing files require modeling as well.
2. Cortez/Willis Intersection Reconstruction - A recent water main break at this location caused significant damage to the intersection necessitating full reconstruction of the intersection including water and sewer facilities.

Agenda Item: Approval of professional services contract for computer-aided design drafting to Civiltec Engineering, Inc., in an amount not to exceed \$50,000.00 (City Contract No. 2014-092)

3. Zone 56 Reservoir (SR 69 Corridor) - This new reservoir will enhance service and augment fire flows to the zone.
4. Divinity Drive Cul-de-sac - On-going drainage issues at this location necessitate work to improve drainage conditions.
5. Sundog Transfer Station/Maintenance Site - Planned site improvements include paving, drainage, and general enhancements to existing process infrastructure.

A request for proposal for cadd services was sent to six consulting firms. Five of the six firms submitted proposals. After evaluation based on billing rates, it was determined to recommend Civiltec for the contract award.

Civiltec has available CADD resources to meet City engineering needs during this interim period until a new staff technician is employed.

Financial Impact

The Civiltec rate for CADD service is \$74.00 per hour.

FY 14 budgeted funds in the One Cent Sales Tax for Streets and Open Space, Water Fund, Sewer Fund, and Solid Waste Fund are available for these necessary project services.

Attachments

1. Civiltec Scope of Services with Fee

Recommended Action: MOVE to award a contract for computer-aided design drafting to Civiltec Engineering, Inc., in an amount not to exceed \$50,000.00. (City Contract No. 2014-092)

Agenda Item: Approval of professional services contract for computer-aided design drafting to Civiltec Engineering, Inc., in an amount not to exceed \$50,000.00 (City Contract No. 2014-092)



Prescott • Peoria • Monrovia

November 18, 2013

Mr. Jeff Fanning
City of Prescott Public Works Department
430 N. Virginia Street
Prescott AZ 86301
Email: jeff.fanning@prescott-az.gov

Subject: Scope of Services and Fees for Professional Services – Civil3D Computer Aided Design Services.

Dear Mr. Fanning:

Civiltec Engineering, Inc. is pleased to provide you with the following proposal to provide professional services for the aforementioned project. Based upon discussions with you, we will provide Designer services utilizing AutoDesk Civil3D design platform on an as-needed basis. We anticipate the services associated with Park Avenue to be approximately 160 hours. It is our understanding that the Notice to Proceed for the services will commence on or near December 11 2013. Based upon these values, we anticipate delivery of the Park Avenue plans near mid-January of 2014. The scope of services includes assignment of Civil3D designer(s) to work in concert with your engineering staff on an hourly basis totaling up to a fee of \$50,000. These services will include the Park Avenue Civil3D design services and other requested services to be provided in accordance with the “Designer” category shown on the attached hourly rate sheet.

It is our understanding that surveying and engineering services are to be excluded from this scope of services, as such services will be performed by you or your engineering staff.

We will bill you each month for the work performed the previous month. Payment is due 30 days from the date of issuance of invoices. Thank you for the opportunity to be of helpful service. We will begin immediately upon receipt of an executed agreement.

Please contact me if you have any questions or concerns.

City of Prescott Civil3D services

Sincerely,

CIVILTEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "R. Shroads", is positioned above the printed name.

Richard Shroads, P.E., P.L.S.,
President

Accepted By

Date

Engineering and Surveying Rate Schedule:

**Rate Schedule
Professional Services - Effective January 1, 2013**

Discipline	Hourly Rate
Project Manager	\$140.00
Project Engineer	\$125.00
Staff Engineer	\$108.00
Designer	\$74.00
Survey Manager	\$106.00
Staff Land Surveyor	\$91.00
Survey Technician	\$86.00
Administration	\$45.00
Survey Crew	\$120.00

Other Charges:

Rate

Copies: \$0.35/S.F.

Outside services and expenses Cost+15%

Our hourly rates are as shown on the above rate schedule. The rates are subject to an increase in cost on January 1, 2015 and each January thereafter. The increase will be commensurate with our annual rate increase and will not exceed 10% per year. The increase will be applied to the unpaid balance of the contract.

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Civiltec Engineering, Inc. (hereinafter Civiltec) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. Civiltec reserves the right to terminate services at any time. Payment for services rendered prior to the time of termination of services shall be due pursuant to the payment terms as described.

2. **PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at the prevailing legal rate (1 ½ percent monthly), including reasonable attorney's fees if collected by an attorney, and Civiltec reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on amount of liquidated damages or other sums withheld from payments to Contractor or others. These payment terms may be amended in the Proposal.

Either party may terminate this Agreement without cause upon 30 days written notice. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay Civiltec for all costs incurred plus reasonable charges associated with the termination of the work. In this event, Client also agrees to release Civiltec from all liability for services rendered.

In the event all or any portion of the services or work product prepared or partially prepared by Civiltec be suspended, abandoned, or terminated, Client shall pay Civiltec for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as extra services.

3. **STANDARD OF CARE.** Civiltec will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

4. **INSURANCE.** Civiltec maintains insurance coverage as follows:

- a) Worker's Compensation - Statutory; Employers' Liability \$1,000,000 each accident/disease/policy limit;
- b) Professional Liability - \$1,000,000 per claim, \$2,000,000 aggregate;
- c) Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate;
- d) Umbrella Liability - \$5,000,000 per occurrence, \$5,000,000 aggregate;
- e) Automobile Liability Insurance - \$1,000,000 each accident.

5. **PROFESSIONAL LIABILITY.** Client agrees that Civiltec's liability to Client or any third party due to any negligent professional acts, errors or omissions or negligent breach of contract will be limited to an aggregate of \$50,000 or our total fee, whichever is greater. If Client prefers to have higher limits of professional liability, we agree to increase the limit up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal, provided Client agrees to pay an additional consideration of ten percent of our total fee, or \$500, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by us and is not a charge for additional professional liability insurance.

6. **SITE OPERATIONS AND SOIL CONDITIONS.** Client will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

Civiltec makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

If a Contractor (not a subcontractor of Civiltec) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for the working conditions on the job site, including the safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Civiltec will not be responsible for job or site safety on the project, other than for our employees and subcontractors.

Client acknowledges that Civiltec is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors. Client further agrees to defend, indemnify and hold Civiltec harmless from any and all liability, real or alleged, in connection therewith, excepting liability arising from the negligence of Civiltec.

7. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered, which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, we will promptly notify and consult with Client, but will act based on our sole judgment where risk to our personnel is involved. Possible actions could include:

- a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practical in our judgment;
- b) Agree with Client to modify the Scope of services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c) Terminate the services effective on the date specified by us in writing.

8. **CLIENT DISCLOSURE.** Client agrees to advise Civiltec upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that present a potential danger to human health, the environment, or equipment. By virtue of entering into this Agreement or providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment.

9. **INDEMNITY.** To the fullest extent permitted by law, the Client shall indemnify and hold harmless Civiltec, Civiltec's officers, employees, directors, shareholders, subconsultants, and subcontractors from and against all claims, damages, losses, expenses, and other costs, including

City of Prescott Civil3D services

costs of defense and attorney's fees resulting from the active, passive, or comparative neglect of the Client. In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, Client agrees to defend, hold harmless and indemnify Civiltec from and against any and all claims and liabilities unless caused by our negligence or willful misconduct, resulting from:

- a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein; and
- d) Allegations that Civiltec is a handler, generator, operator, treated, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the services provided under this Agreement.

10. **DOCUMENTS.** Civiltec will furnish to Client the agreed upon number of reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance in connection with the project or services provided for in this Agreement, not for advertising or other type of distribution or general publication, and are subject to the following:

- a) For any other purposes, all documents generated by Civiltec under this Agreement shall remain the sole property of Civiltec. Upon request and payment of the costs involved, Client is entitled to copies of all papers, documents and drawings provided Client's account is paid current. Client agrees to obtain our written permission for any exception for use not described here. Any unauthorized use or distribution shall be at Client's and recipients' sole risk and without liability of Civiltec;
- b) Client shall furnish documents or information reasonably within Client's control and deemed necessary by us for proper performance of our services. Civiltec may rely upon Client-provided documents in performing the services required under this Agreement; however, Civiltec assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client.

11. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including all reasonable attorney's fees of both parties. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

12. **OPINIONS OF COST.** If requested, Civiltec will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for installation of materials, remediation or construction as appropriate based on reasonably available data, our designs or our recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance, in writing with Civiltec. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, Contractor skills, and many other factors beyond our control.

13. **CONFIDENTIALITY.** Civiltec will maintain as confidential any documents or information provided by Client indicated to be confidential and will not release, distribute, or publish to any third party without prior permission from Client, except as compelled by order of a court or regulatory body of competent jurisdiction and then only after notice to Client.

14. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.

15. **SURVIVAL.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Civiltec shall survive the completion of the services and their termination of this Agreement.

16. **INTEGRATION.** This Agreement, the attached Proposal and documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

17. **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Arizona.

18. **FEES.** Client shall pay the costs of outside checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprint and reproductions, and all other charges not specifically covered by the terms of this Agreement. ****END OF DOCUMENT****