TOWN OF PRESCOTT VALLEY MEETING NOTICE



Kell Palguta, Mayor
Matt Zurcher, Vice Mayor
Kendall Schumacher, Councilmember
Michael Greer, Councilmember
Kenneth Freund, Councilmember
Janell Kiehl, Councilmember
Jason Thornton, Councilmember

REGULAR TOWN COUNCIL MEETING AGENDA
OCTOBER 22, 2026

Council Chambers/Library Auditorium, 7401 E Skoog Blvd. Prescott Valley, AZ.
Doors open at 5pm for the 5:30pm meeting.

MEETING INFORMATION: Pursuant to A.R.S. §38-431.02; Town Code §2-04-010, notice is hereby given to the general public that the Prescott Valley Town Council will hold a meeting open to the public on October 22, 2026 at 5:30pm located in the Council Chambers/Library Building, 7401 E Skoog Blvd. Prescott Valley, Arizona. Action may be taken by the Council on any item listed on this Agenda. Copies of the Agenda and supplementary materials are available on the Town's website at www.prescottvalley-az.gov or the Office of the Town Clerk, 7501 E Skoog Blvd.

NOTICE OF OPTION TO RECESS INTO EXECUTIVE SESSION: Pursuant to A.R.S. §§38-431.02(I) and 38-431.03(A)(3); Town Code §2-04-030, notice is hereby given to the members of the Town Council and the general public that at this Regular meeting, the Town Council may vote at any time during the Council meeting to go into Executive Session, which will not be open to the public, for legal advice and

discussion with the Town Attorney on any item listed on the attached agenda.

VIEWING AND PARTICIPATION: This meeting may be viewed on Channel 56, Facebook Live, YouTube, or on the Town's website. It is strongly encouraged that anyone wishing to address the Council register their name with the Town Clerk and follow the instructions given by the Clerk before the meeting. When recognized, use the podium/microphone, and state your name. Comments are limited to three (3) minutes unless additional time is granted by the Mayor [A.R.S. §§9-462.04(A) & 38-431.01(A)&(H); Town Code §2-02-040(B)].

MEETING PROTOCOL: The Mayor or other presiding officer at the meeting may change the order of Agenda items and/or take items on the Agenda in an order they determine is appropriate [A.R.S. §38-431.02(H); Town Code §§2-02-040(B) & 2-04-060].

EMAIL: By 5pm the day before the Town Council meeting, email comments to clerk@prescottvalley-az.gov. All emails received by this deadline will be distributed to the members of the Town Council for their review and consideration but will not be read aloud at the meeting. In the email, please identify your name and your comment pertaining to the agenda item [A.R.S. §38-431.01(C)(4)].

Forms to request accommodations pursuant to Section 504/ADA guidelines are available from the Office of the Town Clerk at the location listed above, or by calling (928)759-3028. Such requests must be submitted twenty-four (24) hours prior to the meeting.

Vision 2024 PRESCOTT VALLEY AZ | Deliver Exceptional Service to Enhance our Quality of Life

High Performing Team



Employee Engagement

Professional Development

Communications

Water and Land Stewardship



Water Recharge

Stormwater Management

Reducing Overdraft

Land Conservation

Quality of Life



Capital Improvement

Pathway and Trail Connectivity

Citizen Satisfaction

Attainable Housing

Public Safety

Prosperous Community



Industry Diversification

Business Attraction and Expansion

Financial Sustainability

Service Excellence | Integrity | Respect | Teamwork | Fun

REGULAR TOWN COUNCIL MEETING AGENDA

1. **CALL TO ORDER AND ROLL CALL**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE**
3. **APPROVAL OF THE AGENDA**
4. **PROCLAMATIONS**

4.a. National Native American Heritage Month [Yavapai Chapter, Daughters of the American Revolution - Jeanne Corrigan, Regent; Elizabeth Shaw, Vice Regent; Lisa Young, Treasurer; Kathy Houchin, Recording Secretary; Debbie Lamb, Corresponding Secretary; Karon Larsen, Chaplain; Linda Shebek, Member and Karen Martin, Member]

Vision 2024 Focus Area(s):

4.b. Family Court Awareness Month [Samantha Gibson, Founder, Brave Strategy Co.]

Vision 2024 Focus Area(s):

4.c. Chamber of Commerce Day [Steve Bracety, Prescott Valley Chamber of Commerce President/ CEO]

Vision 2024 Focus Area(s):

4.d. Community Planning Month [Stacey Bristow, Development Services Director]

Vision 2024 Focus Area(s):

5. **SCHEDULED ANNOUNCEMENTS AND PRESENTATIONS**

5.a. Student of the Month [Bradshaw Mountain High School]

6. **CALL TO THE PUBLIC At this time members of the public may comment on matters listed on the agenda or solely on matters within the jurisdiction of the Town. Any persons wishing to address the Council must register their name with the Town Clerk prior to the commencement of the meeting. At the conclusion of Call to the Public, the Council may respond to criticism, ask staff to review a matter commented upon, or ask that a matter be put on a future agenda. Such remarks shall be limited to three (3) minutes unless additional time is granted by the Mayor.**
7. **COUNCIL COMMUNICATIONS: SUMMARY OF CURRENT EVENTS**
8. **MANAGER'S REPORT: SUMMARY OF CURRENT EVENTS**
9. **CONSENT AGENDA All matters listed under Consent Agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately (FOR CONSIDERATION & POSSIBLE ACTION)**

9.a. Study Session Meeting Minutes of October 1, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

Vision 2024 Focus Area(s):

9.b. Recommendation to Arizona Department of Liquor License & Control, Acquisition of Control Application for Sakura Japanese Hibachi Grill & Sushi Bar - Consideration & Possible Action (Approval) [Marissa Greenwood, Deputy Town Clerk]

Vision 2024 Focus Area(s):

9.c. Recommendation to Arizona Department of Liquor License & Control, Owner Transfer Application for Southern Bites - Consideration & Possible Action (Approval) [Marissa Greenwood, Deputy Town Clerk]

Vision 2024 Focus Area(s):

10. OLD BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)

10.a. Proposed Amendment Town Code 11-03-040 Authority Designate Restricted Parking Areas - Consideration & Possible Action (2nd Reading) [Parker Murphy, Traffic Engineer]

Vision 2024 Focus Area(s):

10.b. ZMC26-002 StoneRidge Cell Tower, Ordinance No. 2026-987 - Consideration & Possible Action (2nd Reading) [Chris Norlock, Urban Planner II]

Vision 2024 Focus Area(s):

11. NEW BUSINESS (FOR CONSIDERATION & POSSIBLE ACTION)

11.a. Agreement with Summit West Signs for the Entrance Arch Light Controllers Project (CIP #CF2709) - Consideration & Possible Action (Approve) [Josh Newsham, Deputy Public Works Director]

Vision 2024 Focus Area(s):

11.b. Quailwood Well #3 PFAS Treatment, Construction Phase Contract - Consideration & Possible Action (Approve) [James Warne, Senior Utilities Engineer]

Vision 2024 Focus Area(s):

11.c. Professional Services Agreement with Burgess & Niple for design of the Lakeshore - Lake Valley Intersection Project (CIP #CS2704) - Consideration & Possible Action (Approve) [Parker Murphy, Traffic Engineer]

Vision 2024 Focus Area(s):

11.d. Professional Services Agreement with HDR Engineering, Inc. for design of the Glassford Hill Road Left Turn Offsets Project (CIP #CS2705) - Consideration & Possible Action (Approve) [Parker Murphy, Traffic Engineer]

Vision 2024 Focus Area(s):

11.e. Proposed Repeal Ordinance No. 2023-930 Water Requirements Non-Subdivision Residential Developments - Consideration & Possible Action (1st Reading) [Ivan Legler, Town Attorney]

Vision 2024 Focus Area(s):

11.f. Abdo Financial Solutions Agreement Change Order, Professional Accounting Support Services - Consideration & Possible Action (Approve) [Mike Townsend, Interim Finance Director]

Vision 2024 Focus Area(s):

11.g. FY 2027 Arizona State Parks OHV Grant - Consideration and Possible Action (Authorize Signature) [Robert Ticer, Police Chief]

Vision 2024 Focus Area(s):

12. ADJOURNMENT

ITEM NO. 4a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM:

DEPARTMENT: Town Manager's Office

AGENDA TYPE: Proclamations

SUBJECT: National Native American Heritage Month [Yavapai Chapter, Daughters of the American Revolution - Jeanne Corrigan, Regent; Elizabeth Shaw, Vice Regent; Lisa Young, Treasurer; Kathy Houchin, Recording Secretary; Debbie Lamb, Corresponding Secretary; Karon Larsen, Chaplain; Linda Shebek, Member and Karen Martin, Member]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
National Native American Heritage Month: November 2026

RECOMMENDED MOTION:

N/A

STAFF RECOMMENDATION:
N/A

FISCAL ANALYSIS:
N/A

Attachments

National Native American Heritage Month Proclamation

Official Proclamation

National Native American Heritage Month

November 2026

WHEREAS, *the NSDAR, Yavapai Chapter of Prescott Valley, Arizona is sponsoring National Native American Heritage Month in the Tri-City area during the Month of November; and*

WHEREAS*, the history and culture of our great nation have been significantly influenced by Native American and indigenous peoples; and*

WHEREAS*, the contributions of Native Americans have enhanced the freedom, prosperity, and greatness of America today; and*

WHEREAS, *their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and*

WHEREAS, *Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month, now known as National Native American Heritage Month; and*

WHEREAS, *in honor of National Native American Heritage Month, community celebrations; as well as numerous cultural, artistic, educational, and historical activities have been planned.*

NOW THEREFORE, *I, Kell Palguta, Mayor of the Town of Prescott Valley, Arizona, do hereby declare November 2026 as:*

Native American Heritage Month

in The Town of Prescott Valley and urge all our citizens to observe this month with appropriate programs, ceremonies, and activities.

In witness whereof, I have hereunto set my hand and caused the Seal of the Town of Prescott Valley to be affixed this 22nd day of October 2026.

Attest: _____ ***Mayor:*** _____

Fatima Fernandez, Town Clerk ***Kell Palguta, Mayor***

TOWN OF PRESCOTT VALLEY 1978 ARIZONA

Town of Prescott Valley

ITEM NO. 4b

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM:

DEPARTMENT: Town Manager's Office

AGENDA TYPE: Proclamations

SUBJECT: Family Court Awareness Month [Samantha Gibson, Founder, Brave Strategy Co.]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
Family Court Awareness Month: November 2026

RECOMMENDED MOTION:
N/A

STAFF RECOMMENDATION:

N/A

FISCAL ANALYSIS:
N/A

Attachments

Family Court Awareness Month Proclamation

Official Proclamation

Family Court Awareness Month – November 2026

***WHEREAS**, the term "family court" as used in this proclamation refers to the Arizona Superior Court, which handles family law matters in this state; and*

***WHEREAS**, the family courts of this nation decide each year where hundreds of thousands of children will live and with whom they will spend time unsupervised, making these among the most consequential decisions any court makes about a child's safety; and*

***WHEREAS**, researchers estimate that more than 58,000 children each year are ordered by family courts into unsupervised contact with a physically or sexually abusive parent following divorce or separation; and*

***WHEREAS**, the period immediately following separation is the most dangerous time for adult victims of domestic violence and for their children, and the risk of harm to a child increases after parents separate; and*

***WHEREAS**, the Center for Judicial Excellence has documented 944 children in the United States killed by a parent or parental figure since 2008 in circumstances involving divorce, separation, custody, visitation, or child support; and*

***WHEREAS**, in a significant number of those cases a court had been informed in advance of a documented history of violence, and the child was nonetheless placed in unsupervised contact with the person who caused the harm; and*

***WHEREAS,** ongoing, evidence-based training for judges, custody evaluators, guardians ad litem, and court personnel on domestic violence, coercive control, post-separation abuse, and the effects of trauma on children is essential to preventing these outcomes; and*

***WHEREAS,** protective parents who raise safety concerns in family court deserve to be heard on the evidence rather than dismissed, and children deserve to be believed; and*

***WHEREAS,** Family Court Awareness Month invites courts, legislators, advocates, and communities to work together toward a family court system in which the safety and well-being of children is the first consideration;*

***NOW, THEREFORE,** I, Kell Palguta, Mayor of the Town of Prescott Valley, do hereby proclaim November 2026 to be,*

"FAMILY COURT AWARENESS MONTH"

And further, that the third Wednesday of November be recognized as Hot Pink Day, on which residents are encouraged to wear pink in visible recognition of the children whose safety depends on these courts; and call upon our residents to recognize the children whose safety depends on these courts, to honor those who have been lost, and to support the reforms that will protect those still before the bench.

***IN WITNESS THEREOF,** I have hereunto set my hand and caused the seal of The Town of Prescott Valley Arizona to be affixed this 22nd day of October 2026.*

Mayor:

Fatima Fernandez, Town Clerk

Kell Palguta, Mayor

TOWN OF PRESCOTT VALLEY 1978 ARIZONA

Town of Prescott Valley

ITEM NO. 4c

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM:

DEPARTMENT: Town Manager's Office

AGENDA TYPE: Proclamations

SUBJECT: Chamber of Commerce Day [Steve Bracety, Prescott Valley Chamber of Commerce President/CEO]

VISION 2024 FOCUS AREA:

Prosperous Community - Creating an environment where our residents can thrive for a lifetime via job opportunities through a diversified and growing economy.

SUMMARY/BACKGROUND:
Chamber of Commerce Day: October 22, 2026

RECOMMENDED MOTION:
N/A

STAFF RECOMMENDATION:

N/A

FISCAL ANALYSIS:
N/A

Attachments

Chamber of Commerce Day Proclamation

Official Proclamation

CHAMBER OF COMMERCE DAY
October 22, 2026

WHEREAS, *the Prescott Valley Chamber of Commerce serves as a dedicated advocate for the business community, promoting a strong local economy and supporting the success of businesses, organizations, and entrepreneurs throughout Prescott Valley; and*

WHEREAS, *the Chamber recognizes that a thriving business community contributes to a thriving community and works collaboratively with the Town of Prescott Valley, educational institutions, civic leaders, and community organizations to encourage responsible economic growth and opportunity; and*

WHEREAS, *through networking events, educational programs, business resources, workshops, ribbon cuttings, and community events, the Chamber connects people and opportunities, helps businesses build relationships, and fosters greater community engagement; and*

WHEREAS, *the Chamber advocates on behalf of local businesses, supports leadership development, provides valuable educational opportunities, and encourages civic dialogue to ensure the voice of business remains an important part of community conversations; and*

WHEREAS, *guided by its mission of "Connecting Commerce / Cultivating Community," the Chamber strengthens relationships, supports local businesses, and contributes to the quality of life enjoyed by the residents of Prescott Valley; and*

WHEREAS, *the Town of Prescott Valley recognizes and appreciates the contributions of the Prescott Valley Chamber of Commerce, its Board of Directors, Chamber Foundation, staff, volunteers, ambassadors, and members for their ongoing commitment to the business community and the Town as a whole;*

NOW, THEREFORE, *I, Kell Palguta, Mayor of the Town of Prescott Valley, do hereby recognize and proclaim October 22, 2026, as*

Prescott Valley Chamber of Commerce Day

And encourage all residents, businesses, organizations, and community partners to join in recognizing the Prescott Valley Chamber of Commerce and its commitment to Connecting Commerce / Cultivating Community.

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of The Town of Prescott Valley Arizona to be affixed this 22nd day of October 2026.*

Attest: FOR ***Fatima Fernandez, Town Clerk***

Mayor: ***Kell Palguta, Mayor***

TOWN OF PRESCOTT VALLEY 1978 ARIZONA

Town of Prescott Valley

ITEM NO. 4d

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Stacey Bristow, Development Services Director

DEPARTMENT: Development Services

AGENDA TYPE: Proclamations

SUBJECT: Community Planning Month [Stacey Bristow, Development Services Director]

VISION 2024 FOCUS AREA:

High Performing Team - How we conduct our business and ourselves through our culture, diversity, communication, delivery, outreach, processes, and values. What we do, how we do it, and who we do it for.

Water and Land Stewardship - Responsible planning for sustainable water management and land conservation.

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

Prosperous Community - Creating an environment where our residents can thrive for a lifetime via job opportunities through a diversified and growing economy.

SUMMARY/BACKGROUND:
Community Planning Month: October 2026

RECOMMENDED MOTION:
N/A

STAFF RECOMMENDATION:
N/A

FISCAL ANALYSIS:
N/A

Attachments

Community Planning Month Proclamation

Official Proclamation

COMMUNITY PLANNING MONTH
October 2026

WHEREAS, *change is constant and affects all cities, towns, suburbs, counties, rural areas, and other places; and*

WHEREAS, *community planning and plans can help manage this change in a way that provides better choices for how people work and live; and*

WHEREAS, *community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and*

WHEREAS, *the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and*

WHEREAS, *the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and*

WHEREAS, *American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and*

WHEREAS, *the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the Town of Prescott Valley, of Arizona; and*

WHEREAS, *we recognize the many valuable contributions made by professional community and regional planners of the Town of Prescott Valley of Arizona and extend our heartfelt thanks for the continued commitment to public service by these professionals.*

NOW, THEREFORE, *I, Kell Palguta, Mayor of the Town of Prescott Valley, do hereby proclaim the month of October 2026 as*

Community Planning Month

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of The Town of Prescott Valley Arizona to be affixed this 22nd day of October 2026.*

Mayor:

Fatima Fernandez, Town Clerk ***Kell Palguta, Mayor***

TOWN OF PRESCOTT VALLEY 1918 ARIZONA

Town of Prescott Valley

ITEM NO. 9a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Fatima Fernandez, Town Clerk

DEPARTMENT: Town Clerk

AGENDA TYPE: Consent Agenda

SUBJECT: Study Session Meeting Minutes of October 1, 2026 - Consideration & Possible Action (Approve) [Fatima Fernandez, Town Clerk]

VISION 2024 FOCUS AREA:

High Performing Team - How we conduct our business and ourselves through our culture, diversity, communication, delivery, outreach, processes, and values. What we do, how we do it, and who we do it for.

SUMMARY/BACKGROUND:
Study Session Meeting Minutes of October 1, 2026

RECOMMENDED MOTION:
Motion to approve the Study Session Meeting Minutes of October 1, 2026. **VOTE.**

STAFF RECOMMENDATION:

Staff recommends approval of the Study Session Meeting Minutes of October 1, 2026.

FISCAL ANALYSIS:
N/A

Attachments

Study Session Meeting Minutes of October 1, 2026

TOWN COUNCIL
STUDY SESSION
Council Chambers/Library Auditorium
7401 E. Skoog Blvd., Prescott Valley, Arizona 86314, at 3pm

MEETING MINUTES
October 1, 2026

Present: Kell Palguta, Mayor
Matt Zurcher, Vice Mayor
Kendall Schumacher, Councilmember
Michael Greer, Councilmember
Kenneth Freund, Councilmember
Janell Kiehl, Councilmember
Jason Thornton, Councilmember

1. CALL TO ORDER AND ROLL CALL

Mayor Palguta called the meeting to order at 3:00pm.

2. DISCUSSION ITEM(S):

a. Roadway Asset Services - Discussion Only [Josh Newsham, Deputy Public Works Director]

Josh Newsham, Deputy Public Works Director, introduced Zac Thomason with Roadway Asset Services (RAS).

Zac Thomason, Senior Vice President of Roadway Asset Services, reported that the Town maintains approximately 290 centerline miles of roadway, or 4.4 million square yards of pavement, with an estimated replacement value of over $500 million (pavement only). He explained that roadway conditions are evaluated using the Pavement Condition Index (PCI), which rates pavement condition on a scale from 0 to 100, and emphasized the importance of preservation activities to extend pavement design life at the lowest cost. He then advised on the national guideline for the evaluation of pavements and discussed the purpose of pavement management. He described the Roadway Asset Collection Van and the specialized equipment used to assess pavement conditions and develop the Town's

Pavement Condition Index (PCI) scores. 2023 pavement condition results were reviewed, which identified an average network PCI of 77 (national average PCI ranges from 65 to 75) and less than 1% of the roadway network requiring major reconstruction. Current conditions are forecasted at an average PCI of 75, which remains at the upper end of typical national averages. Forecasted PCI scores by roadway classification were reported as 72 for local residential roads, 68 for local chip-seal roads, 77 for arterials, and 75 for collectors. He explained that pavement projects are prioritized based on financial and engineering considerations in Prescott Valley, including roadway condition (critical, strength of roadway, PCI condition), pavement type, traffic volume, and the cost of deferring maintenance. He noted that addressing roadways before they deteriorate into more costly rehabilitation categories allows the Town to maximize available pavement funding. Budget modeling indicated that the Town's current annual pavement budget of approximately $3.5 million is projected to result in the average PCI declining from 75 to 73 over the next five years. Approximately $5 million annually would be needed to maintain the current average PCI of 75. He clarified that these projections are based on the Town's existing pavement inventory and do not account for utility paving, future bonds, growth, drainage concerns, additional width, signage, striping or roadway safety improvements.

Councilmember Schumacher inquired about the estimated replacement value cost, to which Zac Thomason confirmed the estimated cost was approximately $500 million, or half a billion dollars.

Councilmember Freund referenced emerging pavement technologies that incorporate recycled materials, including ground tires and plastic waste, into asphalt mixtures and inquired about their potential benefits, feasibility for use within the Town, and associated costs.

Thomason responded that Arizona has a strong pavement preservation market with access to a variety of innovative technologies, including asphalt products incorporating rubber, plastics, and fibers. He noted that while these technologies may offer benefits, they should be carefully tested and evaluated based on the experiences of other agencies before widespread implementation.

Councilmember Freund also inquired about the use of concrete in certain roadway applications, including whether it offers greater longevity than asphalt and could help reduce urban heat island effects.

Thomason responded that urban heat island effects are outside his area of expertise. He then indicated that concrete is stronger and generally has a longer life cycle than asphalt but is also more expensive and offers fewer options for addressing pavement distress.

Councilmember Freund commented that concrete may be particularly beneficial in areas with heavy truck traffic.

Councilmember Kiehl inquired whether roadways constructed since the 2023 assessment, including Jasper Parkway, were incorporated into the report.

Thomason noted that he would need to verify whether roadways such as Jasper Parkway were included. He explained that pavement condition data should be updated approximately every three to four years and that the next assessment would evaluate the Town's entire

roadway network, including roads constructed and accepted since the previous assessment.

Councilmember Kiehl noted her concern about Old Black Canyon Highway and asked whether that roadway was included.

Town Manager Gilbert Davidson indicated that the roadway received a basic treatment using millings and was likely not included in the 2023 assessment.

Heather Ruder, Public Works Director, clarified that Jasper Parkway and Old Black Canyon Highway were not included in the 2023 assessment, as both were accepted or installed afterward. She advised that funding is included in the current fiscal year budget for a new assessment in the spring, which will evaluate both existing and newly added roadways followed by an updated priority list.

Councilmember Kiehl stated that she wanted to ensure the projections reflected the additional roadways and associated costs.

Director Ruder further noted that the pavement treatment estimates do not include additional costs associated with re-striping and utility adjustments.

b. Proposed Amendment Town Code 11-03-040 Authority Designate Restricted Parking Areas - Discussion Only [Parker Murphy, Traffic Engineer]

Parker Murphy, Traffic Engineer, provided an overview of the Town's existing no-parking regulations and discussed potential updates to the Town Code. He further explained that, prior to the recent Market Street action, the Town's primary no-parking designation dated to 1995 and applied to arterial and collector roadways existing at that time. Since then, additional arterial and collector roadways have been constructed or were otherwise not considered in 1995, some of which currently lack restrictions or signage necessary to prohibit roadside parking. It was noted that updating on-street parking restrictions was also recommended in the Town's Safety Action Plan, which identified collisions involving parked vehicles as a safety concern. Council was presented with options for addressing future no-parking designations. One option would amend the Town Code to delegate authority to Public Works (Town Engineer/Traffic Engineer) to establish no-parking areas. This approach would allow the Town to respond more efficiently to safety and enforcement concerns without requiring individual matters to be brought before Council. If authority were delegated, Public Works would develop guidelines. Alternatively, Council could retain its existing authority and adopt a resolution designating the arterial and collector roadways constructed since 1995 as no-parking areas. Under this approach, future no-parking designations would continue to require Council approval. Traffic Engineer Murphy then briefly discussed considerations for parking restrictions on local residential streets.

Mayor Palguta expressed support for relying on staff expertise to determine appropriate parking restrictions on Town streets.

Councilmember Freund stated that the roadways identified for no-parking restrictions were appropriate and asked how the proposed restrictions would be accomplished.

Traffic Engineer Murphy explained that the process would be similar to a traffic-calming

request and would include reviewing crash data, emergency response concerns, roadway width and conditions, and conducting field evaluations. He added that any no-parking signage would be installed in accordance with MUTCD (Manual on Uniform Traffic Control Devices) and Arizona law.

Councilmember Freund asked how the proposed no-parking restrictions would apply to delivery vehicles making brief stops.

Traffic Engineer Murphy discussed considerations for delivery vehicles and noted that it would be evaluated as part of the process.

Town Attorney Ivan Legler clarified the distinction between parking and standing. Brief stops would be considered standing rather than parking and would not constitute a violation of the proposed parking restrictions.

Councilmember Kiehl agreed that staff is best equipped to follow up on these matters.

c. License Plate Reader (LPR) Presentation - Discussion Only [Robert Ticer, Police Chief and Jeremy Martin, Assistant Police Chief] - **Updated Attachment 9/29/26**

Robert Ticer, Police Chief, indicated that he and Assistant Police Chief Jeremy Martin would jointly present the item, noting that the presentation would address community questions about license plate readers. He reviewed the program timeline, including its initial presentation to Council at a Study Session in 2023, subsequent grant funding discussions, deployment of the camera network in 2024, followed by program and funding updates in 2025. Chief Ticer discussed the public safety purpose and benefits of license plate reader technology, including identifying vehicles associated with violent crimes, locating missing or endangered persons, recovering stolen vehicles and property, and assisting with felony investigations. He highlighted the Department's successful use of the technology in a variety of cases since its implementation, emphasizing that the reported figures represent more than just numbers; they represent victims of crime. Chief Ticer presented an example of an image captured by the system, consisting of the rear of a vehicle and its license plate. He explained that captured information is accessed only for a legitimate criminal justice purpose and is otherwise retained in the cloud for thirty days before being deleted.

Chief Ticer reviewed the information captured by the system, including:

- License plate characteristics and issuing state
- Vehicle make, model, color and body style
- Date, timestamp and camera location
- Objective vehicle images on public roads

Chief Ticer clarified that the system does not capture facial recognition, registered owner or DMV records, personally identifiable information, demographic data, and is not utilized for traffic or speed enforcement.

Mayor Palguta requested clarification regarding whether the camera could capture vehicles traveling toward the camera in the opposite lane and, if so, whether it would capture the vehicle's front license plate.

Assistant Chief Jeremy Martin explained that the cameras are positioned to capture vehicles traveling in a specific direction and lane and are focused on the rear license plate of the vehicle.

Mayor Palguta noted that his questions were intended to address public concerns regarding the cameras' capabilities, including claims that they could read materials inside a vehicle.

Chief Ticer confirmed that the cameras do not have the capability to read that.

Councilmember Freund raised concerns regarding whether the cameras capture bumper stickers and noted that such images could potentially reveal information about a vehicle owner, such as firearm ownership or political affiliations.

Chief Ticer explained that bumper stickers displayed on the rear of a vehicle traveling on a public roadway may be visible in camera images; however, he shared uncertainty about the quality of the image and whether it would provide sufficient detail to read the content of a bumper sticker.

Assistant Chief Martin clarified that while the camera system may capture visible vehicle characteristics, such as bumper stickers or a damaged windshield, the Town's current system is not configured with the capability to identify or analyze those characteristics. He noted that the vendor offers such functionality, but it is not currently available through the Town's system.

Councilmember Freund asked whether the camera system could detect expired registrations.

Assistant Chief Martin commented that in theory, a registration sticker may be visible in a captured image, but the system does not determine or verify whether a vehicle's registration is expired or not.

Chief Ticer added that the Prescott Valley Police Department is not interested in tracking vehicles for license plate registration violations, nor does the system generate notifications for such violations. He emphasized that the Department's focus is on locating vehicles associated with serious criminal activity.

Assistant Chief Martin reviewed Prescott Valley Police Department Policy 432, which governs the use of the camera system. All authorized personnel, from officers through the Chief of Police, are required to complete training, review the policy, and acknowledge their understanding of its requirements. The policy establishes the system's authorized criminal justice purposes, permitted and prohibited uses, data retention requirements, auditing procedures, and departmental oversight responsibilities. Assistant Chief Martin noted that the system maintains an audit trail and that the on-hit detection data is purged after thirty days. Although the policy requires an annual audit, the Department conducts monthly audits to ensure ongoing compliance and transparency. Lieutenants also review system abnormalities, with alerts provided for additional review. The Prescott Valley Police Department is also considering additional oversight measures, including a citizen review advisory process and independent third-party audits, to further promote transparency and public understanding of the system's use.

Councilmember Freund requested clarification regarding the procedures and potential disciplinary consequences or penalties for policy violations. He then referenced a recent incident involving the alleged unauthorized disclosure of private information by a Department sergeant. He further noted that, to his understanding, the sergeant was later promoted to Master Sergeant.

Chief Ticer clarified that the incident referenced did not involve license plate reader data. Chief Ticer spoke about the sergeant's more than twenty years of service to the community, including his work in local schools, receipt of the Medal of Valor, and awards received for lifesaving. He further clarified that the sergeant had not been promoted, but had received the designation of Master Sergeant based on tenure and achievement. Regarding accountability, Chief Ticer stated that officers are held accountable when mistakes occur and confirmed that the sergeant had been held accountable for the incident referenced. He then requested the Council recognize, and rather focus on, the sergeant's ongoing service and contributions to the community.

Mayor Palguta thanked Chief Ticer and the Department's officers for their service and willingness to put their lives at risk to protect the community.

Assistant Chief Martin reviewed the training required for officers authorized to use the system. Officers are required to review and acknowledge the Department's policy governing the system and complete video-based training and certifications addressing authorized and prohibited uses, system functions, and data retention. He noted that all user activity within the system, including each action taken after logging in, is permanently recorded for auditing purposes. Officers also receive hands-on instruction from an in-person field training officer and the Department's crime analyst, who serves as the Department's subject-matter expert on the system. This training includes guided instruction, system demonstrations, and test searches to ensure officers understand how to properly use the system before using it operationally. Access to the system requires two-factor authentication. In addition, officers must acknowledge their responsibilities each time they log in, regardless of how they are accessing the system. This comprehensive training process is intended to minimize misuse or errors and ensure officers understand the system's capabilities, limitations, and appropriate law enforcement uses while addressing public and privacy concerns.

Councilmember Schumacher requested clarification regarding the thirty-day purge and whether searches are conducted by entering a specific license plate number into the system. She then asked whether, in the case of a person who remains missing for more than thirty days, the associated license plate would need to be reentered into the system each month due to the thirty-day data retention period.

Assistant Chief Martin reiterated that after thirty days, the detection data is purged and is no longer searchable; however, the audit history documenting an officer's use of and searches within the system is retained.

Councilmember Schumacher expressed support for the system as a tool, noting that witness recollections may sometimes be incomplete or inaccurate. She indicated that this system can assist officers in following investigative leads and serve as an additional resource to improve the efficiency of law enforcement efforts.

Councilmember Freund acknowledged the benefits of the system while also noting potential concerns regarding its use. He then requested clarification regarding information-sharing with other law enforcement agencies, questioning what safeguards or oversight mechanisms are in place to prevent personnel from outside agencies from improperly accessing or using information obtained through the Town's system.

Assistant Chief Martin stated that information is shared with approximately 798 agencies. He explained that agencies participating in the system are required to acknowledge and comply with established restrictions governing its use, including limiting access to authorized criminal justice purposes. He stated that participating agencies are responsible for addressing misuse by their personnel. He further noted that if the Department becomes aware of improper use by an outside agency, it has the ability to restrict that agency's access to Town data. He then shared the current deployment of camera locations including 29 fixed license plate readers, 2 in-car AXON license plate readers, 8 fixed video cameras, and 2 Pan Tilt Zoom (PTZ) video cameras. He explained that cameras were placed near the high school at the request of school personnel and the School Resource Officer to enhance safety at the heavily traveled intersection. The system's investigative workflow was then discussed. Information regarding stolen vehicles, wanted persons, and certain wanted vehicles is imported from the National Crime Information Center (NCIC) into the license plate reader system four times daily. When a vehicle associated with an alert passes a camera, notification is provided to dispatch and authorized on-duty officers logged into the system. The alert alone does not provide reasonable suspicion for a traffic stop and that human verification is required. Officers must locate the vehicle, visually confirm the vehicle description and license plate, and verify the information through dispatch and NCIC before taking further action. If the information cannot be confirmed, no enforcement action is taken based solely on the alert. The system may also assist with investigations involving suspected impaired or reckless drivers, hit-and-run incidents, and other criminal investigations. In each instance, officers must independently establish the appropriate legal basis for enforcement action and comply with applicable requirements for accessing NCIC information. The system serves as an investigative tool to assist officers in locating vehicles and advancing investigations more efficiently, rather than replacing officer observation, human verification, or established investigative procedures.

Councilmember Freund referenced a conversation earlier that day with Arizona Senate President Warren Petersen regarding Proposition 141. He indicated Proposition 141 prohibits tracking people and vehicles and also includes taxing of mileage.

Chief Ticer clarified that the Department's license plate reader system does not track vehicles or vehicle mileage and indicated that license plate readers are not addressed by Proposition 141. Chief Ticer addressed public concerns regarding whether the use of license plate readers violates the Fourth Amendment to the United States Constitution. He emphasized that Prescott Valley police officers swear an Oath to uphold both the United States and Arizona Constitutions and that the Department takes its responsibility to protect constitutional rights seriously. The federal appellate courts and the United States Supreme Court have upheld that the use of license plate readers does not violate individuals' Fourth Amendment rights.

Assistant Chief Martin discussed the Department's use of license plate readers in investigating hit-and-run collisions, emphasizing the significant impact these incidents can have on victims. He reported that there has been a 9.8 clearance improvement from 2024 to

2026, attributing the improvement, in part, to the use of license plate readers. This technology assists officers in locating suspects, completing investigations, and seeking accountability and restitution for victims.

Chief Ticer reminded the Council and public that those are not just numbers, those are people representing community members and victims impacted by each incident. He then reviewed the Department's next steps regarding the license plate reader program, including continuing discussions with the Town Council and providing public-facing information regarding the program to promote transparency. The Department is working with the Arizona Association of Chiefs of Police, sheriffs, and state legislators on potential model legislation and policy related to license plate reader technology. The Department will also periodically review and adjust data-sharing permissions and camera locations and continue monitoring crime clearance rates and other relevant data. Chief Ticer further discussed expanding oversight of the system through additional auditing measures, including consideration of an independent external audit and a citizen review process. He invited interested community members, including those opposed to the use of license plate readers, to participate in a potential audit team, subject to appropriate vetting and background screening due to the sensitive nature of the information involved. Lastly, he reiterated the Department's commitment to transparency, community input, and public safety.

Councilmember Freund referenced recent congressional hearings regarding surveillance camera technology and an incident in which an individual was reportedly wrongfully arrested and incarcerated due to the alleged improper use of camera technology. He then inquired about what safeguards are in place to prevent a similar incident from occurring in Prescott Valley and questioned who would bear financial responsibility for the lawsuit.

Chief Ticer stated that he was not familiar with the specific case referenced but emphasized that law enforcement officers who engage in misconduct or criminal activity should be held accountable. He reiterated that the Department has established safeguards intended to prevent misuse of the system, including comprehensive policies and procedures, transparency measures, and multiple levels of auditing and oversight. He stated that these measures are intended to promote accountability and maintain public trust. Regarding potential litigation, Chief Ticer stated that if the Town of Prescott Valley were sued, the matter would be handled through the Town and its governing body, with any resulting financial liability ultimately borne by the Town and its taxpayers.

Vice Mayor Zurcher referenced comments made by Arizona State Senator Mark Finchem in December 2025 describing Prescott Valley as a model for how Arizona cities and towns should implement automated license plate reader technology. He asked whether specific provisions within the Department's policy or aspects of the Town's implementation and oversight distinguish Prescott Valley from other Arizona communities that have suspended or discontinued use of the technology.

Chief Ticer emphasized the significant effort the Department has dedicated to developing policies, procedures, training, oversight, and transparency measures governing the use of license plate reader technology. Chief Ticer stated that the Department intends to continue using the technology to support public safety and assist victims while working with state legislators to share Prescott Valley's experience with other law enforcement agencies, particularly smaller agencies with fewer resources. He emphasized the importance of establishing consistent and comprehensive policies and procedures to promote responsible

use of the technology and minimize the potential for misuse.

Councilmember Freund referenced recently announced safeguards by Flock Safety, including a change in the company's data retention period from thirty days to seven days, and asked whether the Prescott Valley Police Department intends to similarly reduce its current retention period to seven days.

Chief Ticer stated that reducing the data retention period from thirty days to seven days could significantly limit the Department's ability to investigate crimes and identify individuals or vehicles associated with those investigations. He explained that investigative cases often take longer than seven days to reach detectives and that the Department has encountered cases in which potentially useful license plate data was no longer available due to the existing retention period. Chief Ticer stated that, in his opinion, thirty days is the minimum retention period necessary to effectively support investigations and serve crime victims. He added that the Department would comply if a decision were made to shorten the retention period but cautioned that doing so could result in lost investigative opportunities.

Mayor Palguta opened the matter for questions from the public.

Question #1: Resident Michelle Sullivan asked whether Flock Safety retains license plate reader data after the Town's thirty-day retention period. She expressed concern that, although the Police Department may no longer have access to the data after thirty days, the vendor may retain the information indefinitely.

Assistant Chief Martin responded that the Department does not have access to the data beyond the thirty-day retention period and stated that, based on the information provided, the data no longer exists. He indicated they had no knowledge that Flock Safety retains the data beyond that period of time.

Mayor Palguta added that the Flock Safety CEO's comments regarding reducing the data retention period from thirty days to seven days appeared to be consistent with the Department's understanding that the current retention period is thirty days.

Question #2: Laura Covell expressed concern that the discussion had focused primarily on license plate readers rather than the broader camera and software systems used by the Department, including cameras located at Town parks. She asked how the various systems and software platforms are integrated, whether they allow free-form searches, and what types of information or criteria may be searched within those systems.

Assistant Chief Martin clarified that the Department does not currently have free-form search capabilities. The Department uses Verkada security cameras located throughout the Town in areas identified as needing additional monitoring, including Mountain Valley Park, where cameras were installed in response to prior criminal activity and community complaints. He further explained that certain live-view cameras at Mountain Valley Park have a feature enabled after the park closes at 10:00 p.m. that can detect the presence of a person. This feature is separate from the license plate readers and identifies only the presence of a person. He noted that the systems are linked together for criminal justice purposes. He further clarified that the Town's Verkada camera system has been integrated with the Flock operating system to provide officers with centralized access to multiple camera systems. Verkada cameras are used to monitor various Town facilities and infrastructure, including

water tanks, water treatment facilities, parks, and Town Hall. The integration allows officers responding to emergencies or conducting investigations to access relevant camera feeds through a single system rather than separately logging into and searching multiple platforms. This integration is intended to streamline access to information and improve the efficiency of officers' response and investigative efforts.

Councilmember Kiehl acknowledged the significant public concern regarding the camera system, citing petitions, social media comments, emails, and direct communications from residents. She emphasized the importance of listening to community feedback and noted plans to conduct an additional public survey and establish a citizen committee.

Councilmember Freund noted receiving similar concerns from residents through email and in-person communications. He requested clarification regarding whether camera or license plate reader data is combined with information from other sources that could be used to locate or identify individuals, including cellular or mobile device data, 911 data, third-party databases, connected platforms, or from other agencies. If so, what information is used, and where does it come from?

Chief Ticer clarified that license plate reader data is not combined or shared with the other platforms identified by Councilmember Freund. The system captures an image of the rear license plate and that, when accessed for an authorized criminal justice purpose, law enforcement may use the license plate information to conduct a query through the National Crime Information Center (NCIC).

Councilmember Freund asked whether the independent audit would examine the system before any further expansion or renewal occurs.

Chief Ticer stated that, in coordination with the Town Manager, the Department has not deployed any additional cameras at this point.

Town Manager Gilbert Davidson stated that the Town is identifying qualified independent third-party entities that would be able to come in and perform a review.

Councilmember Thornton referenced a third-party website that purportedly provides information regarding Flock camera detections. He stated that he and several neighbors searched the website and that some of their license plates appeared in the results, including his wife's license plate on multiple occasions. He acknowledged that he was uncertain of the website's accuracy, reliability, or source but expressed concern regarding the information displayed.

Assistant Chief Martin explained that the information appearing on the third-party website originated from records released by an out-of-state law enforcement agency in response to a public records request. The released information included data from searches conducted across multiple networks and was subsequently obtained and published on the website. Additional safeguards have been implemented since that release and the Prescott Valley Police Department adopted similar safeguards after becoming aware of the disclosure.

Mayor Palguta referenced public claims that the Town sells license plate reader data or vehicle travel information to private entities, such as insurance companies.

Assistant Chief Martin replied that is not the case at all.

Mayor Palguta also requested confirmation that the Town of Prescott Valley's Flock camera system does not utilize facial recognition technology and is limited to capturing images of the rear of vehicles.

Chief Ticer confirmed that is correct.

Mayor Palguta requested further clarification regarding the distinction between information captured by the Flock camera system and registered owner or vehicle information maintained by the Motor Vehicle Division (MVD), voicing that they are two separate systems.

Chief Ticer clarified that the Flock license plate reader system does not provide personal identifying information, such as an individual's name, driver's license information, date of birth, or vehicle registration information. He explained that such information is obtained separately through the National Crime Information Center (NCIC) and only when accessed for a legitimate criminal justice purpose. Chief Ticer acknowledged the value of surveys and recommended that any survey concerning license plate reader technology be conducted by an independent, professional organization, such as an academic institution or state university, and in coordination with local law enforcement.

Mayor Palguta discussed the importance of balancing public safety with protections against government overreach, stating that the community should not have to choose between the two. He expressed support for maintaining appropriate safeguards, including established policies and procedures, multiple levels of review, audits, independent oversight, and accountability, while ensuring officers have access to effective tools necessary to protect the community. He discussed the value of license plate reader technology in time-sensitive investigations, particularly those involving missing or endangered persons, while stressing the importance of carefully controlling and overseeing its use. He then asked whether any Prescott Valley police officers had violated the Department's policies governing the Flock system.

Chief Ticer responded zero.

Mayor Palguta noted that any future misuse would be subject to the Department's disciplinary process, including potential termination, which Chief Ticer confirmed. Mayor Palguta emphasized that no such violations have occurred and encouraged continued efforts to make Prescott Valley the best possible community in Arizona.

3. **ADJOURNMENT**

Mayor Palguta adjourned the meeting at 4:34pm.

ATTEST: APPROVED:

_____ _____
Fatima Fernandez, Town Clerk Kell Palguta, Mayor

STATE OF ARIZONA)
COUNTY OF YAVAPAI)
ss:
TOWN OF PRESCOTT VALLEY)

CERTIFICATE OF COUNCIL MINUTES
I, Marissa Greenwood, Deputy Town Clerk of the Town of Prescott Valley, Arizona, hereby certify that the foregoing minutes are a true and correct copy of the Minutes of the Study Session Meeting of the Town Council of the Town of Prescott Valley, held on October 1, 2026.

I further certify that the meeting was duly called and held and that a quorum was present.

Dated this October 22, 2026

_____
Marissa Greenwood, Deputy Town Clerk

Marissa Greenwood

From: Fatima Fernandez
Sent: Thursday, October 1, 2026 12:40 PM
To: Marissa Greenwood
Subject: FW: Petition Submittal for Oct 1, 2026 Study Session: Remove Flock Safety Cameras (428 Signatures)
Attachments: 2026_10_01 Flock_Petition_Submittal_Letter.pdf; 2026_10_01 Petition_Signatures_No_Flock_.pdf

FYI.

FATIMA FERNANDEZ
Town Clerk | Town Clerk Department
ffernandez@prescottvalley-az.gov | 928-759-3028

From: Walt Hutton <walthutton@gmail.com>
Sent: Thursday, October 1, 2026 12:04 PM
To: Fatima Fernandez <ffernandez@prescottvalley-az.gov>
Cc: Gilbert Davidson <gdavidson@prescottvalley-az.gov>; Ivan Legler <ilegler@prescottvalley-az.gov>; Kell Palguta <kpalguta@prescottvalley-az.gov>; Matt Zurcher <mzurcher@prescottvalley-az.gov>; Ken Freund <kfreund@prescottvalley-az.gov>; Janell Kiehl <jkiehl@prescottvalley-az.gov>; Jason Thornton <jthornton@prescottvalley-az.gov>; Kendall Schumacher <kschumacher@prescottvalley-az.gov>; Michael Greer <mgreer@prescottvalley-az.gov>; Martha Zimmerman <mzimmerman@prescottvalley-az.gov>
Subject: Petition Submittal for Oct 1, 2026 Study Session: Remove Flock Safety Cameras (428 Signatures)

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Secured by Check Point

Ms. Fernandez,

I am submitting the "Petition to Remove Flock Safety Surveillance Cameras from the Quad Cities Area" for the record of today's 3:00 p.m. Town Council study session. The petition has 428 signatures as of this morning, after I removed two duplicate entries. Of those, 151 signers list a Prescott Valley address.

Please distribute these documents to the Mayor and all Council members before the session and enter them into the record for that meeting.

Please reply to confirm the date and time you received this email and its attachments.

Attachments:
1. 2026-10-01_Flock_Petition_Submittal_Letter.pdf (submittal letter)
2. 2026_10_01_Petition_Signatures_No_Flock_.pdf (petition text and signature list, Change.org export, 430 entries, 428 after duplicates removed)

The petition is also online here:
https://www.change.org/p/petition-to-remove-flock-safety-surveillance-cameras-from-the-quad-cities-area

Thank you,

Walter D. Hutton
7730 E. Loos Dr.
Prescott Valley, AZ 86314
P.O. Box 2633
Orcutt, CA 93457
(805) 878-7272
walthutton@gmail.com

cc: Mayor Kell Palguta; Vice Mayor Matt Zurcher; Council Members Ken Freund, Michael Greer, Janell Kiehl, Kendall Schumacher, Jason Thornton; Town Manager Gilbert Davidson; Town Attorney Ivan Legler

Walter D. Hutton
P.O. Box 2633
Orcutt, CA 93457
(805) 878-7272
walthutton@gmail.com

October 1, 2026

Fatima Fernandez, Town Clerk
Town of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

Re: Submittal of Petition to Remove Flock Safety Surveillance Cameras, for the Record of the October 1, 2026 Council Study Session

Dear Ms. Fernandez:

I am submitting the "Petition to Remove Flock Safety Surveillance Cameras from the Quad Cities Area" for the record of today's 3:00 p.m. Town Council study session on the Flock Safety program. Please distribute it to the Mayor and each Council member before the session begins.

The petition was opened on Change.org on August 18, 2026. As of October 1, 2026, it has 428 signatures after I removed two duplicate entries. Of those signers:

- 151 list a Prescott Valley address
- 111 list Prescott
- 51 list Chino Valley
- 20 list Dewey-Humboldt
- 333 total list an address in the Quad Cities area

The petition asks the Town of Prescott Valley to:

1. Remove all Flock Safety cameras
2. Cancel all existing Flock Safety contracts
3. Reject any future agreement for mass surveillance technology

The petition also asks for a public accounting of how the program has operated, including how PVPD's plate data is shared outside the Town through Flock's National Lookup network.

Enclosed:

A. Petition text

B. Signature list (Change.org export, October 1, 2026, 430 entries, 428 after duplicates removed)

Please file-stamp this letter and return a stamped copy to me, or confirm by email the date and time you received it.

Sincerely,

Walter D. Hutton

cc: Mayor Kell Palguta; Vice Mayor Matt Zurcher; Council Members Ken Freund, Michael Greer, Janell Kiehl, Kendall Schumacher, Jason Thornton; Town Manager Gilbert Davidson; Town Attorney Ivan Legler

change.org

Petition to Remove Flock Safety Surveillance Cameras from the Quad Cities Area

Name	Location	Signed On
Walt Hutton	United States	2026-08-18
Walter Hutton	Orcutt, CA	2026-08-18
Anthony Dexter	Prescott Valley, AZ	2026-08-18
Sharon Fried	Prescott Valley, AZ	2026-08-18
Michelle Sullivan	Prescott Valley, AZ	2026-08-18
Kim Sherfey	Prescott Valley, AZ	2026-08-18
Susan Sattergren	Prescott Valley, AZ	2026-08-18
Walt White	Prescott Valley, AZ	2026-08-18
Alec Williams	Prescott, AZ	2026-08-18
Harlan Sandberg	Prescott Valley, AZ	2026-08-18
Margi Chappell	Cottonwood, AZ	2026-08-18
William Black	Chino Valley, AZ	2026-08-18
Kirk Anderson	Prescott, AZ	2026-08-18
Robert Gant	Prescott Valley, AZ	2026-08-18
Ginny Murphy	Louisville, KY	2026-08-18
Janet Mommer	Prescott Valley, AZ	2026-08-18
Jeanie Mikels	Dewey, AZ	2026-08-18
David Jones	Prescott, AZ	2026-08-18
Elaine C Savage	Flagstaff, AZ	2026-08-18
Catherine King	Prescott Valley, AZ	2026-08-18
Dominic Ruggiero	Chino Valley, AZ	2026-08-18

Name	Location	Signed On
Donna Terhune	Prescott Valley, AZ	2026-08-18
Chad Rolfs	Prescott Valley, AZ	2026-08-18
Craig Christensen	Prescott Valley, AZ	2026-08-18
Jennifer Jones	Dewey-Humboldt, AZ	2026-08-18
Christopher Emmer	Prescott, AZ	2026-08-19
Brian Wilson	Chino Valley, AZ	2026-08-19
Kelsey Jones	Prescott, AZ	2026-08-19
Oscar Linna	Stockholm, Sweden	2026-08-19
Karolyn Zurn	Dewey, AZ	2026-08-19
Luis Sepulveda	Prescott Valley, AZ	2026-08-19
Tina Elliot	Prescott Valley, AZ	2026-08-19
Marlowe Racine	Prescott, AZ	2026-08-19
Princess Cadet	Philadelphia, PA	2026-08-19
Janice Baron	Prescott, AZ	2026-08-19
Curt Dowling	Prescott Valley, AZ	2026-08-19
Terilyn Grover	Prescott, AZ	2026-08-19
Rhonda Randolph	Prescott Valley, AZ	2026-08-19
Mike moretti	Chino Valley, AZ	2026-08-19
Valerie Moretti	Chino Valley, AZ	2026-08-19
Mark Schnabel	Prescott Valley, AZ	2026-08-19
Kevin Kruse	Prescott Valley, AZ	2026-08-19

Name	Location	Signed On
Brian Bateman	Chino Valley, AZ	2026-08-19
Fernando Sanchez	Prescott Valley, AZ	2026-08-19
Tyler O'Donnell-Paccione	Prescott, AZ	2026-08-19
Todd Shipp	Prescott, AZ	2026-08-19
Chad York	Cordes Lakes, AZ	2026-08-19
MARY K ERICKSON	PRESCOTT VALLEY, AZ	2026-08-19
Lora Porterfield	Prescott, AZ	2026-08-19
Amy Wright	Flagstaff, AZ	2026-08-19
Sean Gordon	Chino Valley, AZ	2026-08-20
Jocelyn Barnhart	Chino Valley, AZ	2026-08-20
Kurtis Duncan	Chino Valley, AZ	2026-08-20
Sharon Dalke	Prescott Valley, AZ	2026-08-20
Phillip Sonnier	Prescott Valley, AZ	2026-08-20
K Schultz	Cottonwood, AZ	2026-08-20
Lesley Miller	Prescott Valley, AZ	2026-08-20
Deni Kahn	Flagstaff, AZ	2026-08-20
Ronda Smith	Peoria, AZ	2026-08-20
Anne Marie DiCarlo	Prescott, AZ	2026-08-20
Kaiden Moreno	Flagstaff, AZ	2026-08-20
Marie Snow	Chino Valley, AZ	2026-08-20
Landon Shinn	Prescott, AZ	2026-08-21

Name	Location	Signed On
Catherine Kladis	Dewey, AZ	2026-08-21
Nancy Hill	Dewey, AZ	2026-08-21
Charles Rainsberger	Prescott Valley, AZ	2026-08-21
Cindy Tomei	Prescott, AZ	2026-08-21
Monique Aguilar	Prescott Valley, AZ	2026-08-21
Arian Rice	Yarnell, AZ	2026-08-21
Sherri Scott	Prescott, AZ	2026-08-21
Jay Grover	Prescott, AZ	2026-08-21
Richard Smith	Prescott Valley, AZ	2026-08-21
Sarah Ramm	Prescott Valley, AZ	2026-08-21
Randy Zimmerman	Prescott Valley, AZ	2026-08-21
Phillip Ritter	Prescott Valley, AZ	2026-08-21
Chris Phelps	Prescott Valley, AZ	2026-08-21
Renee reynolds	Salem, OR	2026-08-21
Amy Anderson	Prescott Valley, AZ	2026-08-21
Christine Ostrom	Sedona, AZ	2026-08-22
Robert ECCLES	Dewey-Humboldt, AZ	2026-08-22
Kevin Bruce	Chino Valley, AZ	2026-08-22
sandra Houston	Thomaston, GA	2026-08-22
Mylah Torres	Camden, NJ	2026-08-22
Jack Jennings	Prescott Valley, AZ	2026-08-22

Name	Location	Signed On
Leslie Jennings	Prescott Valley, AZ	2026-08-22
Christine Loman	Prescott Valley, AZ	2026-08-22
Cynthia Powell	Prescott Valley, AZ	2026-08-22
Karen Porter	Mayer, AZ	2026-08-22
Laura Covell	Prescott Valley, AZ	2026-08-23
Arlene Ober	Chino Valley, AZ	2026-08-23
Paula Smuckler	Chino Valley, AZ	2026-08-23
Shannon Dietz	Prescott, AZ	2026-08-23
hailey jiles	Cottonwood, AZ	2026-08-24
Heaven Sajn	Flagstaff, AZ	2026-08-24
Lea Arevalo	Prescott Valley, AZ	2026-08-24
Sarah Peters	Prescott, AZ	2026-08-24
Preston Shultz	Prescott, AZ	2026-08-25
Chad King	Prescott, AZ	2026-08-26
CHRISTIAN JAMES	Chino Valley, AZ	2026-08-26
Kim Spencer	Prescott, AZ	2026-08-26
Barbara Lyall	Mesa, AZ	2026-08-27
Patti Smith	Prescott Valley, AZ	2026-08-27
hazeezah azeez	Laurel, MD	2026-08-27
adrian daniel	bloomington, IN	2026-08-27
Ash-leigh Burkholder	Prescott Valley, AZ	2026-08-27

Name	Location	Signed On
Denise Wilson	Prescott Valley, AZ	2026-08-27
Athena Davis	Chino Valley, AZ	2026-08-27
Carl Shadle	Prescott Valley, AZ	2026-08-27
RITA SHRYOCK	Chino Valley, AZ	2026-08-27
Cathryn Poirier	Escondido, United States	2026-08-27
Cynthia Rooney	Prescott Valley, AZ	2026-08-27
Joe Crofts	Dewey-Humboldt, AZ	2026-08-27
Robert Faulhaber	Parker, CO	2026-08-27
Kathy Vinson	Prescott, AZ	2026-08-27
Glenn Winder	Prescott Valley, AZ	2026-08-27
Meredith Dube	Prescott Valley, AZ	2026-08-27
Andrew Bellinger	Bridgeview, IL	2026-08-27
DAVID PRATT	Wilhoit, AZ	2026-08-27
Tailer Slemboski	Prescott, AZ	2026-08-27
Michael Bitzer	Prescott, AZ	2026-08-27
Paula Riggs	Prescott Valley, AZ	2026-08-27
CAROLE THURMAN	Prescott Valley, AZ	2026-08-28
Ray Honeycutt	Prescott Valley, AZ	2026-08-28
Nicholas Geosits	Prescott Valley, AZ	2026-08-28
KIMBERLY GOODRICH	Prescott, AZ	2026-08-28
Chase Miller	Prescott Valley, AZ	2026-08-28

Name	Location	Signed On
Mary Brown	Chino Valley, AZ	2026-08-28
Kurt Womack	Prescott, AZ	2026-08-28
Curt Anderson	Prescott Valley, AZ	2026-08-28
Mike Abels	Prescott Valley, AZ	2026-08-28
Paul Benson	Prescott, AZ	2026-08-28
German Randy	Prescott Valley, AZ	2026-08-28
Brad Manning	Mayer, AZ	2026-08-28
Shayne G	Cave Creek, AZ	2026-08-28
Stephen Lucero	Prescott Valley, AZ	2026-08-28
Skyler Bredvig-Molloy	Prescott Valley, AZ	2026-08-28
Eil Gnaba	Prescott Valley, AZ	2026-08-28
Matt Williams	Prescott, AZ	2026-08-28
Lynn Parry	Prescott Valley, AZ	2026-08-28
Kim Kradle Grant	Phoenix, AZ	2026-08-28
Jim Thresher	Prescott, AZ	2026-08-28
Monica Erwin	Prescott, AZ	2026-08-29
Richard Johancen	Chino Valley, AZ	2026-08-29
Cate Hathaway	Prescott, AZ	2026-08-29
Craig Dong	Vancouver, WA	2026-08-29
Rita Leigh	Paulden, AZ	2026-08-29
Norris Leigh	Paulden, AZ	2026-08-29

Name	Location	Signed On
Jean M Johnson	Paulden, AZ	2026-08-29
Stephen Romanek	Prescott, AZ	2026-08-29
Danny Kostrzewa	Camp Verde, AZ	2026-08-29
Daniel Peysar	Prescott, AZ	2026-08-29
Richard Hirchert	Prescott, AZ	2026-08-29
TAMMY SUTTLE	Prescott Valley, AZ	2026-08-29
Garry DeYoung	Chino Valley, AZ	2026-08-29
Brian Hamilton	Prescott Valley, AZ	2026-08-29
AL Blackmore	Prescott Valley, AZ	2026-08-30
Levi Spellman	Prescott, AZ	2026-08-30
Kalee Cantrell	Chino Valley, AZ	2026-08-30
Dreama Clarke	Prescott Valley, AZ	2026-08-30
Elizabeth Ashe	Dewey, AZ	2026-08-30
Whitny S	Prescott, AZ	2026-08-30
Debbie Sambasile	Houston, TX	2026-08-30
Lauren haskell	Prescott Valley, AZ	2026-08-30
Morgan Toll	Chino Valley, AZ	2026-08-30
Russell Toll	Chino Valley, AZ	2026-08-30
Tim Dolan	Chino Valley, AZ	2026-08-30
Michael shepherd	Chino Valley, AZ	2026-08-30
Michelle Shepherd	Chino Valley, AZ	2026-08-30

Name	Location	Signed On
Jess Morgan	Prescott, AZ	2026-08-30
Cheryl Cuskelly	Prescott Valley, AZ	2026-08-31
nancy horvath	Prescott Valley, AZ	2026-08-31
chris amick	Prescott valley, AZ	2026-08-31
Donald Robbins	Dewey, AZ	2026-08-31
Elizabeth Marymee	Prescott Valley, AZ	2026-08-31
Payton Fergusson	Cottonwood, AZ	2026-08-31
Joie Hoffman	Mayer, AZ	2026-08-31
Sheryl Gillum	Prescott Valley, AZ	2026-08-31
Brandy Leslie	Wilhoit, AZ	2026-08-31
Yesenia Dahlin	Prescott Valley, AZ	2026-09-01
Samantha Berryman	Prescott, AZ	2026-09-01
brenda woodard	Cottonwood, AZ	2026-09-01
Jeff Ratcliffe	Dewey, AZ	2026-09-01
Richard Mohr	Prescott, AZ	2026-09-01
Antoinette Frye	Chino Valley, AZ	2026-09-01
Leon Ford	Prescott Valley, AZ	2026-09-01
Lillian Julmice	Brooklyn, NY	2026-09-01
Holly Burmeister	Prescott Valley, AZ	2026-09-01
Paula Hanson	Camp Verde, AZ	2026-09-01
Sam Rapp	Prescott Valley, AZ	2026-09-01

Name	Location	Signed On
Tim Park	Prescott, AZ	2026-09-01
Jody Prusi	Prescott Valley, AZ	2026-09-01
Ann Jarmusch	Sedona, AZ	2026-09-01
Debra Lewis	Prescott Valley, AZ	2026-09-01
Terri Dymeck	Prescott, AZ	2026-09-01
Orion Hunke	Prescott, AZ	2026-09-01
Keri Hunke	Prescott, AZ	2026-09-01
Harley Holt	Prescott, AZ	2026-09-01
Katie Pollock	Prescott Valley, AZ	2026-09-01
Marva Cooper	Mesquite, NV	2026-09-02
Nick Gunter	Prescott, AZ	2026-09-02
Ted Wiltse	Prescott Valley, AZ	2026-09-02
Jesse Duran	Prescott, AZ	2026-09-02
Paul Cox	Prescott Valley, AZ	2026-09-02
Leo Ferris	Prescott, AZ	2026-09-02
Michael Miller	Prescott, AZ	2026-09-02
Dena Meckling	Chino Valley, AZ	2026-09-02
Jack bergman	Prescott, AZ	2026-09-02
Sky Solari	Prescott, AZ	2026-09-02
Hayley Rogers	Prescott, AZ	2026-09-02
David Lewis	Prescott Valley, AZ	2026-09-02

Name	Location	Signed On
Darby Tatsak	Cornville, FL	2026-09-02
Christopher McLaughlin	Prescott Valley, AZ	2026-09-02
Lynn Johanson	Dewey, AZ	2026-09-02
Leah Taylor	Prescott, AZ	2026-09-02
Justin Rigsby	Prescott, AZ	2026-09-02
Casey Hill	Prescott, AZ	2026-09-02
CF Neubert	Prescott, AZ	2026-09-02
Erin O'Hara	Prescott Valley, AZ	2026-09-02
Margaret Trogler	Prescott Valley, AZ	2026-09-02
Cindy Kuffer	Wickenburg, AZ	2026-09-03
Kiet Trung	Everett, WA	2026-09-03
Ryan Hillyard	Chino Valley, AZ	2026-09-03
Dennis johnson	Prescott Valley, AZ	2026-09-03
Theresia Carlino	Prescott, AZ	2026-09-03
Mary Baston	Prescott, AZ	2026-09-03
Maria Slay	Prescott Valley, United States	2026-09-03
Hunter R.	Arizona	2026-09-03
Dario Nardi	Prescott, AZ	2026-09-03
Melody Smith	Chino Valley, AZ	2026-09-03
Robert Kolar	Prescott, AZ	2026-09-03
Benjamin Yahraus	Prescott, AZ	2026-09-03

Name	Location	Signed On
Merry Stokes	Prescott, AZ	2026-09-03
Destiny Henry	Prescott, AZ	2026-09-03
Greg Woodbury	Prescott, AZ	2026-09-03
James (aka superdave) Bailey	Prescott, AZ	2026-09-03
Patricia Fisher	Prescott Valley, AZ	2026-09-04
Nick Caro	Prescott, AZ	2026-09-04
Stacie Wagner	Flagstaff, AZ	2026-09-04
Lundon Crow	Prescott, AZ	2026-09-04
Gary Winkelman	Prescott Valley, AZ	2026-09-04
Sienna Russo	Prescott, AZ	2026-09-04
Marie Torget	Prescott Valley, AZ	2026-09-04
Vanessa Page	Chino Valley, AZ	2026-09-04
Arielle Nissen	Cottonwood, AZ	2026-09-04
Jim Reich	Cottonwood, AZ	2026-09-04
Tammie Scott	Prescott Valley, AZ	2026-09-04
Gayle Bergman	Dewey-Humboldt, AZ	2026-09-04
Krystal Harmon	Prescott, AZ	2026-09-04
Daniel Roberts	Prescott Valley, AZ	2026-09-04
Tina Cook	Prescott, AZ	2026-09-05
Ronakd Feanklin	Prescott, AZ	2026-09-05
Don Fleming	Prescott, AZ	2026-09-05

Name	Location	Signed On
Domonic Kay	Cottonwood, AZ	2026-09-05
Alex Paeselt	Prescott, AZ	2026-09-05
Jennifer Nack	Prescott, AZ	2026-09-05
Arianna Cummins	Douglasville, GA	2026-09-05
Harrison Barnes	Mesa, AR	2026-09-06
John Teenstra	Prescott Valley, AZ	2026-09-06
Melody reed	Phoenix, AZ	2026-09-06
Dannelle Boch	Flagstaff, AZ	2026-09-06
Derek Wilkins	Prescott, AZ	2026-09-06
Johnnie Tyler	Dewey-Humboldt, AZ	2026-09-07
Rebecca Bulock	Prescott, AZ	2026-09-07
Bruce Baker	Prescott Valley, AZ	2026-09-08
Mark Gogan	Cave Creek, AZ	2026-09-08
Catherine McAfee	Prescott, AZ	2026-09-08
Alicia Uncapher	Mayer, AZ	2026-09-08
Tracy Schoen	Prescott, AZ	2026-09-08
Toby Clark	Prescott, AZ	2026-09-09
Joseph Mancino	Prescott, AZ	2026-09-09
Sean Smith	Prescott Valley, AZ	2026-09-09
Jill Keller	Chino Valley, AZ	2026-09-09
Kerri schooley	Dewey-Humboldt, AZ	2026-09-09

Name	Location	Signed On
Jesse Nava	Phoenix, AZ	2026-09-09
Jesse Paxton	Logan, UT	2026-09-09
Joseph Hoydis	Prescott Valley, AZ	2026-09-10
Stephanie Connors	Prescott, AZ	2026-09-10
Maya Limon	Ontario, CA	2026-09-10
Geoff Hanchet	Dewey, AZ	2026-09-10
Brenda Connors	Prescott, AZ	2026-09-10
William Connors	Prescott, AZ	2026-09-10
William Kraft	Chino Valley, AZ	2026-09-10
Jennifer Gallaher	Chino Valley, AZ	2026-09-10
David Okeefe	Prescott Valley, AZ	2026-09-10
Suzette LeMuiex	Prescott, AZ	2026-09-10
Rebekah Wilcken	Las Vegas, NV	2026-09-10
Raymond Wagoner	Prescott, AZ	2026-09-10
Robert Pipkin	Prescott Valley, AZ	2026-09-10
Ray Larson	Prescott Valley, AZ	2026-09-10
Spring Paone	Prescott Valley, AZ	2026-09-10
Lacey moore	Dewey, AZ	2026-09-10
Jessie finley	Chino Valley, AZ	2026-09-10
John Hamilton	Chino Valley, AZ	2026-09-10
gwen coad	Prescott, AZ	2026-09-10

Name	Location	Signed On
Mary Moser	Kirkland, AZ	2026-09-10
Nathan Snively	Dewey, AZ	2026-09-10
Nancy Miller	Prescott, AZ	2026-09-10
Tom Freyslaben	Prescott, AZ	2026-09-10
Danielle Cross	Prescott valley, AZ	2026-09-10
Elise Contento	Prescott Valley, AZ	2026-09-10
Talisha Wasil	Prescott, AZ	2026-09-10
Brenda Abeyta	Prescott, AZ	2026-09-10
Todd Murphy	Cave Creek, AZ	2026-09-10
Janea Bechtel	Chino Valley, AZ	2026-09-11
Ivy Johnson	Prescott Valley, AZ	2026-09-11
Kim Whiting	Prescott, AZ	2026-09-11
Gillianna Clagett	Prescott, AZ	2026-09-11
El Rose	Prescott, AZ	2026-09-11
Gary Swinyar	Chino Valley, AZ	2026-09-11
Kevin Brigham	Prescott Valley, AZ	2026-09-11
Christy Gransee	Chino valley, AZ	2026-09-11
Linda Farrar	Prescott, AZ	2026-09-11
Karen Dwight	Prescott Valley, AZ	2026-09-11
David Arave	Prescott, AZ	2026-09-11
Parker Roediger	Prescott Valley, AZ	2026-09-11

Name	Location	Signed On
Sable Grey	Prescott Valley, AZ	2026-09-11
Jill Campbell	Prescott, AZ	2026-09-11
Thomas Heil	Chino Valley, AZ	2026-09-12
Scott Gedye	Chino Valley, AZ	2026-09-12
Lesli Olney	Nederland, TX	2026-09-12
Glenn McGahee	Chino Valley, AZ	2026-09-12
Lylah schlueter	Columbus, OH	2026-09-12
Bruce L	Prescott, AZ	2026-09-13
Andrew Kliss	Prescott Valley, AZ	2026-09-13
Karen wagoner	Prescott Valley, AZ	2026-09-13
Kerry Shinost	Prescott Valley, AZ	2026-09-13
Richard Press	Prescott Valley, AZ	2026-09-13
Rob Mercado	Prescott, AZ	2026-09-13
Rebecca Thompson	Munds Park, AZ	2026-09-15
Peyton Glines	Chino Valley, AZ	2026-09-15
Nathan Delgado	Chino Valley, AZ	2026-09-15
Aden McKinney	Chino Valley, AZ	2026-09-15
Shirley Slattery	Prescott Valley, AZ	2026-09-15
Jaxson Werner	Paulden, AZ	2026-09-15
Pricilla thomas	Chino Valley, AZ	2026-09-15
julian bryant	Portland, ME	2026-09-15

Name	Location	Signed On
Brad Manning	Cordes Lakes, AZ	2026-09-16
kayde blum	Prescott, AZ	2026-09-16
Brian Bink	Prescott, AZ	2026-09-17
George Kelly II	Prescott Valley, AZ	2026-09-17
Kerry LaMountain	Cave Creek, AZ	2026-09-17
Angela Berry	Prescott Valley, AZ	2026-09-18
Maria Napolitano	Prescott Valley, AZ	2026-09-18
Lexis De La Rosa	Prescott, AZ	2026-09-18
Brenna Rothenbusch	Prescott Valley, AZ	2026-09-19
Bryan Reeder	Prescott, AZ	2026-09-19
Alice Grey	Oklahoma City, OK	2026-09-20
Cesar Salazar	Hesperia, CA	2026-09-20
Betsy Maestro	Cornville, AZ	2026-09-21
William Sampson	Prescott Valley, AZ	2026-09-22
greg williams	bloomington, IL	2026-09-22
Pepper Warthan	Chino Valley, AZ	2026-09-22
aiden roberts	Prescott Valley, AZ	2026-09-23
Patricia Horejsi	Flagstaff, AZ	2026-09-24
Michael Mulkey	Chino Valley, AZ	2026-09-24
Kat Richards	Prescott Valley, AZ	2026-09-24
David Wolfe	Prescott Valley, AZ	2026-09-24

Name	Location	Signed On
Brad Kinney	Columbus, IN	2026-09-24
Nicole Wilcox	Prescott Valley, AZ	2026-09-25
austin ward	Albany, OR	2026-09-25
misty adams	prescott valley, AZ	2026-09-25
Merik McCorkle	Prescott, AZ	2026-09-25
Eleanor Crosby	Prescott Valley, AZ	2026-09-25
Maria Conto	Flagstaff, AZ	2026-09-26
eugene vanover	Prescott Valley, AZ	2026-09-26
Gracie Dekorne	Minneapolis, MN	2026-09-27
Sage olmstead	Prescott, AZ	2026-09-27
Harper noble	Prescott, AZ	2026-09-27
Steve Burginger	Prescott Valley, AZ	2026-09-27
SALLY ETHRIDGE	Chino Valley, AZ	2026-09-27
Deborah Fouts	Dewey, AZ	2026-09-27
Margaret Mulheran	Prescott Valley, AZ	2026-09-27
Linda Marriott	Prescott Valley, AZ	2026-09-27
Karen Stamm	Paulden, AZ	2026-09-28
Renee Lozon	Prescott Valley, AZ	2026-09-28
JAMES TURNER	Prescott Valley, AZ	2026-09-28
Madelyn Creer	Prescott Valley, AZ	2026-09-28
Shawn Hinshaw	Prescott, AZ	2026-09-28

Name	Location	Signed On
Luis Valenzuela	Prescott Valley, AZ	2026-09-28
Nathan Shope	Prescott, AZ	2026-09-28
Jim Scott	Prescott Valley, AZ	2026-09-28
M. Wisher	Addison, IL	2026-09-28
Terry Rayborne	Sedona, AZ	2026-09-29
Angelica Gomez	Littlefield, United States	2026-09-30
Wendy Hillyer	Camp Verde, AZ	2026-09-30
Lance Dudley	Prescott, AZ	2026-09-30
Nora Janckila	Prescott Valley, AZ	2026-09-30
Savannah Smith	Prescott Valley, AZ	2026-09-30
Destiny Smith	Prescott Valley, AZ	2026-09-30
Nicole Silver	Prescott, AZ	2026-09-30
Garth Ritter	Prescott Valley, AZ	2026-09-30
Robert Crabb	Prescott Valley, AZ	2026-09-30
Eline Desouza	Prescott, AZ	2026-09-30
Victor Ramirez	Prescott Valley, AZ	2026-09-30
Isaac Solis	Prescott, AZ	2026-09-30
Penny Wolf	Prescott Valley, AZ	2026-09-30
Leilany f	Glendale, AZ	2026-09-30
Dakota Jeffreys	Chino Valley, AZ	2026-09-30
Kimberly Flores	Austin, TX	2026-09-30

Name	Location	Signed On
Valien Valadez	Hammond, IN	2026-09-30
Sadie Ying	Flagstaff, AZ	2026-09-30
Caleb Wiste	Prescott Valley, AZ	2026-09-30
Rick smart	Prescott Valley, AZ	2026-09-30
Brody Bell	Prescott Valley, AZ	2026-09-30
Delani skirvin	Chino Valley, AZ	2026-09-30
Mason Hallquist	Prescott Valley, AZ	2026-09-30
Marina Marks	Prescott Valley, AZ	2026-09-30
Avery Stangle	Prescott Valley, AZ	2026-09-30
Roscoe Jones	Prescott Valley, AZ	2026-09-30
Beth Erway	Prescott, AZ	2026-09-30
Carolina Chavez-Velarde	Prescott Valley, AZ	2026-09-30
Fernando Adame	Merced, CA	2026-09-30
Raegan Henderson	Fort Worth, TX	2026-09-30
Jack Ipson	Prescott Valley, AZ	2026-09-30
Dustin Sullivan	Dewey-Humboldt, AZ	2026-09-30
Raymond Ashburn	Prescott Valley, AZ	2026-09-30
Sebastian Viramontes	Prescott Valley, AZ	2026-09-30
Jill Buse	Prescott Valley, AZ	2026-09-30
Adaya coleman	Dewey-Humboldt, AZ	2026-09-30
Zoe Serwaa	Rockville, MD	2026-09-30

Name	Location	Signed On
Dona McClure	Chandler, AZ	2026-10-01
breanna man	Flagstaff, AZ	2026-10-01
Lily Vasquez	Chino Valley, AZ	2026-10-01
Dylan Alvarez	Prescott Valley, United States	2026-10-01
Harrison Keen	Prescott Valley, AZ	2026-10-01
Elina Hurley	Prescott Valley, AZ	2026-10-01
Eliana Slender	Prescott Valley, AZ	2026-10-01
Kaylin mcnallen	Prescott Valley, AZ	2026-10-01
Anna Bork	Atlanta, GA	2026-10-01
courtney whitt	Dayton, OH	2026-10-01

Outlook

RE: Subject: October 1 Item 2c Questions for Council and Public Record

From Fatima Fernandez <ffernandez@prescottvalley-az.gov>
Date Wed 9/30/2026 4:31 PM
To Laura Covell <NoWritNoSearch@pm.me>

Thank you for contacting the Town Clerk's Office.
Your e-mail will be distributed to the members of the Town Council for their review and consideration.

Thank you.

Fatima Fernandez, MMC
Town Clerk | Town Clerk Department
Town of Prescott Valley

ffernandez@prescottvalley-az.gov
928-759-3028 | 928-759-3135

prescottvalley-az.gov

To ensure compliance with the Open Meeting Law, recipients of this message who are members of a public body should not forward it to other members of the public body. Members of the public body may reply to this message, but they should not send a copy of the reply to other members.

From: Laura Covell <NoWritNoSearch@pm.me>
Sent: Wednesday, September 30, 2026 2:48 PM
To: Fatima Fernandez <ffernandez@prescottvalley-az.gov>
Subject: Subject: October 1 Item 2c Questions for Council and Public Record

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Secured by Check Point

You don't often get email from nowritnosearch@pm.me. Learn why this is important

Hi Fatima,

Please circulate this email and the questions below to the Mayor and all Councilmembers before tomorrow's October 1 study session.
Please also include this submission in the public record for Item 2c, License Plate Reader Presentation.

I do not expect every question to be answered orally tomorrow. I am asking Council to use these questions during the discussion, get clear answers on the record where possible, and request written answers and supporting records for anything that cannot be answered during the meeting.

For these questions, when I say "the system," I mean the entire surveillance and data ecosystem available to PVPD, not just Flock. That includes Flock, Axon, Town cameras, connected software, outside databases, vendors, integrations, and data

available through other agencies. An answer about what Flock alone does or does not do does not answer a question about the entire system.

What exact Council vote authorized the original ALPR pilot to become the permanent and expanded system operating today? If there was no separate vote, please say that directly.

Why have the camera numbers changed so dramatically? The public previously saw counts at or above 100, while the current presentation identifies far fewer. What was included in each count, what is excluded now, and what is the actual current total across all vendors, camera types, Town systems, and connected community cameras?

What can the entire system actually search or analyze today? Can any part of it search or analyze plates, vehicles, people, faces, objects, clothing, tattoos, physical appearance, natural language descriptions, reference images, similarity, or other visual characteristics? Which capabilities have been available, licensed, enabled, tested, demonstrated, or used?

Who has had access since this began, and how has that access changed? Please include sworn officers, non sworn employees, analysts, dispatch, IT, contractors, vendors, support or demo accounts, partner agencies, task forces, and federal users. For each change, what was the date, what changed, and what were the counts and access lists before and after?

What exactly does the 798 agency figure mean? How many agencies can currently search Prescott Valley data, how many can Prescott Valley search, and why is the former public sharing list no longer available?

Is camera or license plate data combined with information that can locate or identify people through phones, mobile device data, 911 data, third party databases, connected platforms, or another agency? If yes, what information is used, where does it come from, what system combines or searches it, and what legal process is required?

Why did 265 of 613 searches reach 500 or more networks? Was that scope chosen by the user, set by default, or produced by another feature or system? What has PVPD actually found after reviewing the 72 Traffic Infraction searches, 124 unusual case entries, 8 TEST searches, and 35 allowed FreeForm searches?

What exactly disappears after 30 days and what remains? Please distinguish detections from search logs, audit logs, alerts, exports, screenshots, saved evidence, video, backups, and copies held by outside agencies, vendors, or connected systems.

What records support the 54 claimed success stories? What qualifies as a success, what period do those 54 cover, and what role did the technology actually play in each outcome?

Will the independent audit examine the entire system before any further expansion or renewal? That should include PVPD searches, outside access, non sworn and vendor access, connected systems, visual and FreeForm searches, actual case records, contracts, funding, retention, changing access lists, the camera count discrepancy, and the 54 claimed successes.

Please confirm receipt, circulation to the Mayor and Council, and inclusion in the record for tomorrow's Item 2c.

Thank you,
Laura Covell

ITEM NO. 9b

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Fatima Fernandez, Town Clerk

DEPARTMENT: Town Clerk

AGENDA TYPE: Consent Agenda

SUBJECT: Recommendation to Arizona Department of Liquor License & Control, Acquisition of Control Application for Sakura Japanese Hibachi Grill & Sushi Bar - Consideration & Possible Action (Approval) [Marissa Greenwood, Deputy Town Clerk]

VISION 2024 FOCUS AREA:

Prosperous Community - Creating an environment where our residents can thrive for a lifetime via job opportunities through a diversified and growing economy.

SUMMARY/BACKGROUND:
Jeffrey Craig Miller, Agent, filed an Acquisition of Control application on behalf of Sakura Japanese Hibachi Grill & Sushi Bar (6648 N Viewpoint Drive #1-2, Prescott Valley, AZ 86315). Sakura Japanese Hibachi Grill & Sushi Bar currently holds an active Series 12 Restaurant Liquor License.

Pursuant to ARS §4-203(F), the local governing body may provide a recommendation

either in favor of or against the Acquisition of Control within sixty (60) days of receiving notice. Because ARS §4-201 does not apply, a public hearing is not required. If the recommendation is against the requested Acquisition of Control, the matter would be set for a hearing before the Arizona State Liquor Board.

RECOMMENDED MOTION:
Motion to recommend approval of the Acquisition of Control application for Sakura Japanese Hibachi Grill & Sushi Bar (6648 N Viewpoint Drive #1-2, Prescott Valley, AZ) to the Arizona Department of Liquor License & Control. **VOTE.**

STAFF RECOMMENDATION:
Town staff recommends that the Town Council recommend approval of the Acquisition of Control application for Sakura Japanese Hibachi Grill & Sushi Bar (6648 N Viewpoint Drive #1-2, Prescott Valley, AZ).

FISCAL ANALYSIS:
Transaction privilege tax revenues are expected to be generated from sales.

Attachments

Acquisition of Control Application #411018
Acquisition of Control Amended Application #411018 (Zip Code Updated)
Affidavit of Posting
Proof of Posting
Local Governing Body Recommendation

State of Arizona
Department of Liquor Licenses and Control

Created 09/18/2026 @ 09:41:42 AM

Local Governing Body Report

LICENSE

Number:	012130033655	Type:	012 RESTAURANT
Name:	SAKURA JAPANESE HIBACHI GRILL & SUSHI BAR		
State:	Pending		
Issue Date:		Expiration Date:	08/31/2027
Original Issue Date:	06/09/2025		
Location:	6648 N VIEWPOINT DRIVE #1-2 PRESCOTT VALLEY, AZ 85315 USA		
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

Currently, this license has pending applications.

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	(928)200-1889
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	SAKURA JAPANESE HIBACHI GRILL & SUSHI BAR 1 INC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	CORPORATION		
AZ CC File Number:	23782941	State of Incorporation:	AZ
Incorporation Date:	02/05/2025		
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

60th day
11-17-2026

Officers / Stockholders

Name:	Title:	% Interest:
JING WU	President, DIRECTOR	100.00

SAKURA JAPANESE HIBACHI GRILL & SUSHI BAR 1 INC - President, DIRECTOR

Name:	JING WU
Gender:	Female
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(646)906-6342
Alt. Phone:	
Email:	VINCENTWU10190@GMAIL.COM

MANAGERS

Name:	JING WU
Gender:	Female
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(646)906-6342
Alt. Phone:	
Email:	VINCENTWU10190@GMAIL.COM

APPLICATION INFORMATION

Application Number: 411018
Application Type: Acquisition of Control
Created Date: 08/24/2026

QUESTIONS & ANSWERS

012 Restaurant

3) Have you submitted questionnaires? Each person listed must submit a questionnaire and mail in a fingerprint card along with a $22 processing fee per card.

No
A Document of type QUESTIONNAIRE is required.

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	craig alien.pdf	08/24/2026
QUESTIONNAIRE	craig.pdf	08/24/2026
MISCELLANEOUS	drivers license letter.doc	08/24/2026
QUESTIONNAIRE	jing.pdf	08/24/2026
	Sakura Japanese Hibachi Grill & Sushi Bar 1.pdf	09/10/2026

'26 10 16 Liqr. Dept AM 9:15

State of Arizona
Department of Liquor Licenses and Control

Created 10/16/2026 @ 09:19:47 AM

AMENDMENT

Local Governing Body Report

LICENSE

Number:	012130033655	Type:	012 RESTAURANT
Name:	SAKURA JAPANESE HIBACHI GRILL & SUSHI BAR		
State:	Pending		
Issue Date:		Expiration Date:	08/31/2027
Original Issue Date:	06/09/2025		
Location:	6648 N VIEWPOINT DRIVE #1-2 PRESCOTT VALLEY, AZ 86315 USA		
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

Currently, this license has pending applications.

AGENT

Name:	JEFFREY CRAIG MILLER
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	(928)200-1889
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	SAKURA JAPANESE HIBACHI GRILL & SUSHI BAR 1 INC		
Contact Name:	JEFFREY CRAIG MILLER		
Type:	CORPORATION		
AZ CC File Number:	23782941	State of Incorporation:	AZ
Incorporation Date:	02/05/2025		
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

Officers / Stockholders

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 09/21/26 Date of Posting Removal: 10/12/26

Applicant's Name: Miller (Last) Jeffrey (First) Craig (Middle)

Business Address: 6648 N Viewpoint Drive #1-2 (Street), Prescott Valley (City), AZ 86315 (Zip)

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Marissa Greenwood	Deputy Town Clerk	(928)759-5512
Print Name of City/County Official	Title	Phone Number

Signature

10/12/26
Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring ADA accommodations please call (602)542-2999

1

BUSINESS HOURS:

Mon.	11:00	to	9:0
Tues.	11:00	to	9:0
Wed.	11:00	to	9:0
Thur.	11:00	to	9:0
Fri.	11:00	to	10:0
Sat.	11:00	to	10:0
Sun.	12:00	to	9:0

State of Arizona
Department of Liquor Licenses and Control

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: September 21, 2025

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE Prescott Valley Town Council

HEARING DATES SUBJECT TO CHANGE. TO VERIFY CALL: (928)759-3135 PLACE Council Chambers 7501 E. Skoog Blvd. DATE/TIME October 22, 2025 at 5:30pm

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. ANY NATURAL PERSON, WHO IS A BONA FIDE RESIDENT RESIDING OR OWNING OR LEASING PROPERTY WITHIN ONE-MILE RADIUS FROM THE PREMISES PROPOSED TO BE LICENSED, MAY FILE WRITTEN ARGUMENTS IN FAVOR OF OR OPPOSED TO THE ISSUANCE OF THE LICENSE WITH THE CLERK WITHIN TWENTY DAYS AFTER THE DATE OF THE POSTING. ADDITIONALLY, THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER, TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION. CONTACT THE STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007

RESTAURANT WEEK PV 2025 PARTICIPANT

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Local Governing Body Recommendation

A.R.S. § 4-201(C)

City or Town of: Prescott Valley (Circle one) Liquor License/Application #: 411018

County of: Yavapai City/Town/County #: 13

The Prescott Valley Town Council (Governing body) at a Regular (Regular or special) meeting held

on this 22nd day of October, 20 26 considered the application of Jeffrey Craig Miller (Applicant Name)

for a license to sell spirituous liquor at 6648 N Viewpoint Drive #1-2, Prescott Valley, AZ 86315 (Business Address) as provided by A.R.S §4-201.

If Licensed establishment will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2), **a boundary map of entertainment district must be attached.**

_____ (Name of entertainment district) _____ (Date of resolution to create the entertainment district)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Jeffrey Craig Miller (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____ (Approval, disapproval, or no recommendation).

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

_____ (Printed name of city, town or county clerk) _____ (Signature of city, town or county clerk)

Individuals requiring ADA accommodations please call (602)542-2999

ITEM NO. 9c

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Fatima Fernandez, Town Clerk

DEPARTMENT: Town Clerk

AGENDA TYPE: Consent Agenda

SUBJECT: Recommendation to Arizona Department of Liquor License & Control, Owner Transfer Application for Southern Bites - Consideration & Possible Action (Approval) [Marissa Greenwood, Deputy Town Clerk]

VISION 2024 FOCUS AREA:

Prosperous Community - Creating an environment where our residents can thrive for a lifetime via job opportunities through a diversified and growing economy.

SUMMARY/BACKGROUND:
Amy S. Nations, Agent, filed an Owner Transfer application on behalf of Southern Bites, located at 2985 N. Centre Court, Suite B, Prescott Valley, Arizona 86314. The premises were previously occupied by Rafter Eleven (which held a Series 6 Bar Liquor License that has since been canceled).

Pursuant to ARS §4-203(C), a spirituous liquor license may be transferred to a person

qualified to be a licensee if the transfer is pursuant to either judicial decree, nonjudicial foreclosure of a legal or equitable lien (including security interests held by financial institutions pursuant to §4-205.05, a sale of the license, a bona fide sale of the entire business and stock in trade, or other bona fide transactions that are provided for by rule.

ARS §4-201(G) generally places the burden on an applicant to demonstrate that public convenience requires the license and that issuance of the license will substantially serve the best interests of the community. However, the statute provides an exception for a person-to-person transfer of a transferable license that will be used at the same location (as otherwise provided by ARS §4-203(A)).

Following consideration of the application, the Town Council may forward a recommendation of approval or disapproval to the Arizona Department of Liquor License and Control for final action on the license.

RECOMMENDED MOTION:
Motion to recommend approval of the Owner Transfer application for Southern Bites (2985 N. Centre Court, Suite B, Prescott Valley, Arizona 86314) to the Arizona Department of Liquor License & Control. **VOTE.**

STAFF RECOMMENDATION:
Town staff recommends that the Town Council recommend approval of the Owner Transfer application for Southern Bites (2985 N. Centre Court, Suite B, Prescott Valley, Arizona 86314).

FISCAL ANALYSIS:
Transaction privilege tax revenues are expected to be generated from sales.

Attachments

Owner Transfer Application #411015
Affidavit of Posting
Proof of Posting
Local Governing Body Recommendation

State of Arizona
Department of Liquor Licenses and Control

Created 09/16/2026 @ 01:37:46 PM

Local Governing Body Report

LICENSE

Number:	06130008	Type:	006 BAR
Name:	SOUTHERN BITES		
State:	Pending		
Issue Date:		Expiration Date:	08/31/2026
Original Issue Date:	01/19/1939		
Location:	2985 N CENTRE COURT #B PRESCOTT VALLEY, AZ 86314 USA		
Mailing Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

Currently, this license has pending applications.

AGENT

Name:	AMY S NATIONS
Gender:	Female
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(480)730-2675
Alt. Phone:	
Email:	LIQUORLICENSE@AZLIC.COM

OWNER

Name:	89ER KITCHEN LLC		
Contact Name:	AMY S NATIONS		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23485926	State of Incorporation:	AZ
Incorporation Date:	02/13/2023		
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA		
Phone:	(480)730-2675		
Alt. Phone:			
Email:	LIQUORLICENSE@AZLIC.COM		

60th day
11-15-2026

Officers / Stockholders

Name:	Title:	% Interest:
CATERINA COSTANTE	Manager-LLC	35.00
IVAN S PUGH	Manager-LLC	35.00
ZEHAVA JOY JOHNSTONE	Manager-LLC	15.00
GARY ROY JOHNSTONE	Manager-LLC	15.00

89ER KITCHEN LLC - Manager-LLC

Name:	IVAN S PUGH
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(469)585-1886
Alt. Phone:	
Email:	ALLIGATOROAP@GMAIL.COM

89ER KITCHEN LLC - Manager-LLC

Name:	GARY ROY JOHNSTONE
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(928)533-5140
Alt. Phone:	
Email:	AMERICUS67@YAHOO.COM

89ER KITCHEN LLC - Manager-LLC

Name:	CATERINA COSTANTE
Gender:	Female
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(214)437-5451
Alt. Phone:	
Email:	CPCOSTANTE@GMAIL.COM

89ER KITCHEN LLC - Manager-LLC

Name:	ZEHAVA JOY JOHNSTONE
Gender:	Female
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(602)400-8987
Alt. Phone:	
Email:	AMERICUS67@YAHOO.COM

MANAGERS

Name: CATERINA COSTANTE
Gender: Female
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (214)437-5451
Alt. Phone:
Email: CPCOSTANTE@GMAIL.COM

****

Name: IVAN S PUGH
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (469)585-1886
Alt. Phone:
Email: ALLIGATOROAP@GMAIL.COM

****

Name: IVAN S PUGH
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (469)585-1886
Alt. Phone:
Email: ALLIGATOROAP@GMAIL.COM

****

Name: GARY ROY JOHNSTONE
Gender: Male
Correspondence Address: PO BOX 2502
CHANDLER, AZ 85244
USA
Phone: (928)533-5140
Alt. Phone:
Email: AMERICUS67@YAHOO.COM

****

Name:	GARY ROY JOHNSTONE
Gender:	Male
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(928)533-5140
Alt. Phone:	
Email:	AMERICUS67@YAHOO.COM

****

Name:	ZEHAVA JOY JOHNSTONE
Gender:	Female
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(602)400-8987
Alt. Phone:	
Email:	AMERICUS67@YAHOO.COM

****

Name:	ZEHAVA JOY JOHNSTONE
Gender:	Female
Correspondence Address:	PO BOX 2502 CHANDLER, AZ 85244 USA
Phone:	(602)400-8987
Alt. Phone:	
Email:	AMERICUS67@YAHOO.COM

APPLICATION INFORMATION

Application Number:	411015
Application Type:	Owner Transfer
Created Date:	08/24/2026

QUESTIONS & ANSWERS

006 Bar

1) Are you applying for an Interim Permit (INP)?

Yes

What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.

9/01/2026

7) Did the Premises phone number change?
No

11) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
Liberty Traditional School 1,727 Feet
3300 N. Lake Valley Road
Prescott Valley, Arizona 86314

12) Are you one of the following? Please indicate below.
Property Tenant
Sub-tenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant

13) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
$24,000.00

14) What is the total money borrowed for the business not including the lease?
Please list lenders/people owed money for the business.
$0.00

15) Is there a drive through window on the premises?
No

16) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
Non-Contiguous

17) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
10/01/2026

18) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
$135,000.00

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	ASF 2026 A. Nations.pdf	09/03/2026
QUESTIONNAIRE	06130008 A. Nations.pdf	09/03/2026
QUESTIONNAIRE	06130008 Carerina Costante.pdf	09/03/2026
QUESTIONNAIRE	06130008 Ivan Pugh.pdf	09/03/2026
QUESTIONNAIRE	06130008 Gary Johnstone.pdf	09/03/2026
QUESTIONNAIRE	06130008 Zahava Johnstone.pdf	09/03/2026
BILL OF SALE	06130008 BOS Section 5.pdf	09/03/2026
DIAGRAM/FLOOR PLAN	Southern Bites Diagram.pdf	09/03/2026
INTERIM PERMIT NOTARY PAGE	06130008 Interim Permit Signed.pdf	09/09/2026
MISCELLANEOUS	Gary Johnstone Basic Certificate.pdf	09/09/2026
MISCELLANEOUS	Zahava Johnstone Basic Certificate.pdf	09/09/2026

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 09/21/26 Date of Posting Removal: 10/12/26

Applicant's Name: Nations (Last) Amy (First) S (Middle)

Business Address: 2985 N Centre Court #B (Street), Prescott Valley (City), AZ 86314 (Zip)

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Marissa Greenwood	Deputy Town Clerk	(928)759-5512
Print Name of City/County Official	Title	Phone Number

Signature

10/08/26
Date Signed

Return this affidavit with your recommendations or any other related documents.
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

Individuals requiring ADA accommodations please call (602)542-2999

Closed
Under
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ownership

State of Arizona
Department of Liquor Licenses and Control
Created: 09/16/2026 @ 01:37:46 PM
Local Governing Body Report
LICENSE

NOTICE

APPLICATION TO SELL ALCOHOLIC BEVERAGES

DATE POSTED: September 17, 2026

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE Prescott Valley Town Council

PLACE Council Chambers 7401 E. Stoneg Blvd. DATE/TIME October 22, 2026 at 6:30pm

HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL: (928)759-3135

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. ANY NATURAL PERSON WHO IS A BONA FIDE RESIDENT RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS FROM THE PREMISES PROPOSED TO BE LICENSED MAY FILE WRITTEN ARGUMENTS IN FAVOR OF OR OPPOSED TO THE ISSUANCE OF THE LICENSE WITH THE CLERK WITHIN TWENTY DAYS AFTER THE DATE OF POSTING. ADDITIONALLY, THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER, TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION. CONTACT THE STATE LIQUOR BOARD: 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ 85007

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CONTACT LOCAL GOVERNING BODY. STATE LIQUOR DEPT. (602) 542-9076

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

Local Governing Body Recommendation

A.R.S. § 4-201(C)

City or Town of: Prescott Valley (Circle one) Liquor License/Application #: 411015

County of: Yavapai City/Town/County #: 13

The Prescott Valley Town Council (Governing body) at a Regular (Regular or special) meeting held

on this 22nd day of October, 20 26 considered the application of Amy S Nations (Applicant Name)

for a license to sell spirituous liquor at 2985 N Centre Court #B, Prescott Valley, AZ 86314 (Business Address) as provided by A.R.S §4-201.

If Licensed establishment will be operating within an **"entertainment district"** as described in A.R.S. §4-207(D)(2), **a boundary map of entertainment district must be attached.**

Prescott Valley Entertainment District (Name of entertainment district)

February 13, 2014 (Date of resolution to create the entertainment district)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Amy S Nations (Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended

for _____ (Approval, disapproval, or no recommendation).

TRANSMISSION OF ORDER TO STATE

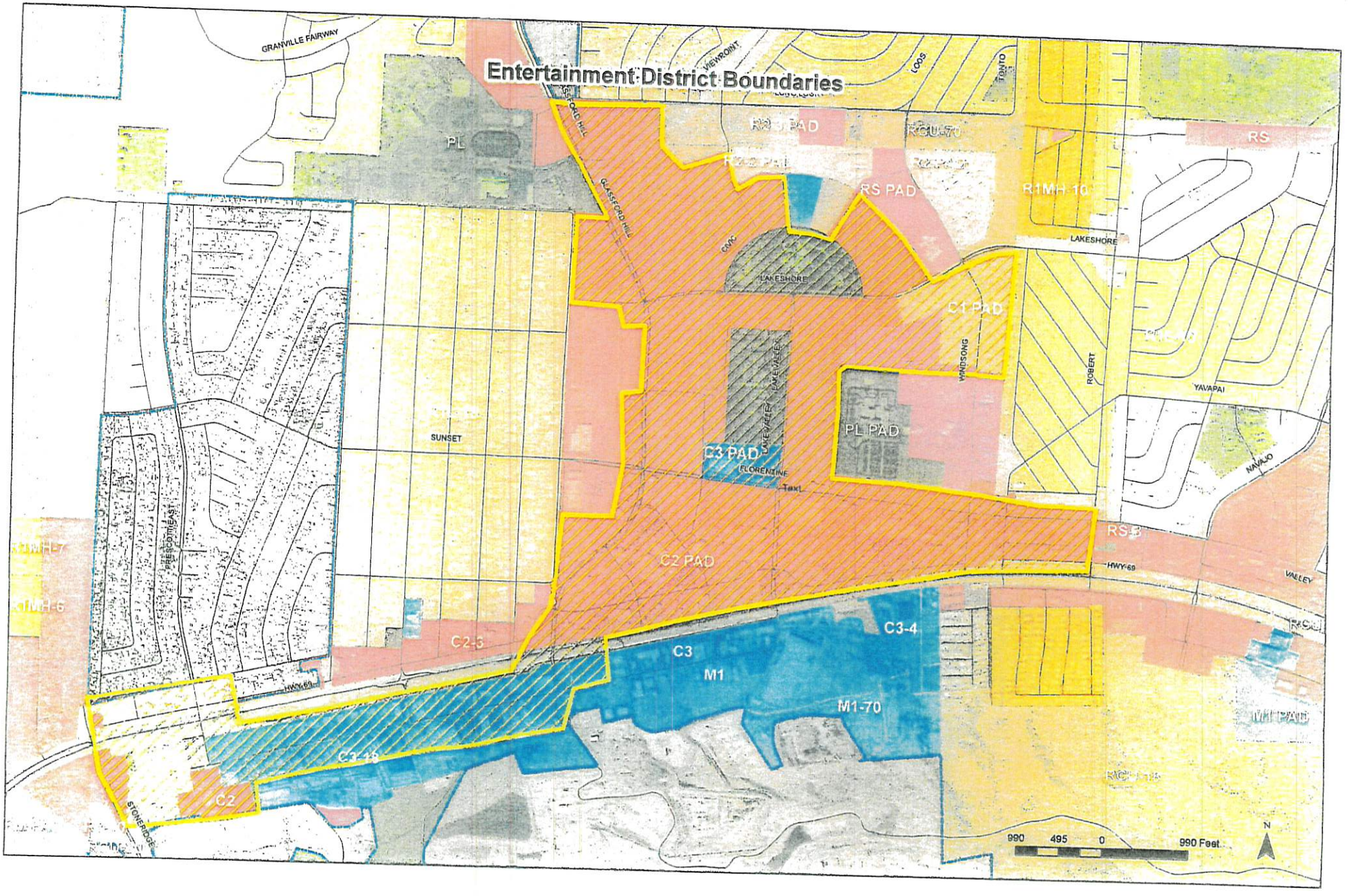
IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona 85007.

Dated at _____ (Location) on _____ (Day), _____ (Month), _____ (Year).

_____ (Printed name of city, town or county clerk)

_____ (Signature of city, town or county clerk)

Individuals requiring ADA accommodations please call (602)542-2999


Entertainment District Boundaries
GRANVILLE FAIRWAY
VIEWPOINT
LOOS
TONTO
GLASSFORD HILL
PL
RS PAD
RS
RS PAD
R1MH-10
CIVIC
LAKESHORE
C1 PAD
WINDSONG
ROBERT
YAVAPAI
PL PAD
SUNSET
LAKEVIEW
C3 PAD
FLORENTINE
NAVAJO
C2 PAD
RS-3
HWY-69
VALLEY
C2-3
C3-4
C3
M1
M1-70
M1 PAD
C3-4A
C2
STONERIDGE
990
495
0
990 Feet
N

ITEM NO. 10a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Heather Ruder, Public Works Director

DEPARTMENT: Public Works

AGENDA TYPE: Old Business

SUBJECT: Proposed Amendment Town Code 11-03-040 Authority Designate Restricted Parking Areas - Consideration & Possible Action (2nd Reading) [Parker Murphy, Traffic Engineer]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
Under the Town Code, any parking restrictions in Town rights-of-way require action of the Town Council by Resolution. In February 1995, Resolution No. 613 was adopted by the Council to restrict parking on a list of 24 collector and arterial streets to establish a "comprehensive and uniform system of 'no parking'..." Since then, 14 new collector and arterial streets have been constructed (or re-classified) and have not explicitly been

included by Resolution as part of the "comprehensive and uniform system". It has also been noted that a number of the roads identified in the 1995 Resolution either did not have the required signage installed or, over the years, signage installed has evolved to not correspond exactly with what was listed in the Resolution.

The Safety Action Plan adopted by the Town in March 2025 recommended that the Town look at amending the Town Code to give authority for staff to administratively establish parking restrictions. It was expected such flexibility would reduce the number of collisions with parked vehicles. The ability of the Public Works Department (either through its Director, the Town Engineer, or a designee) to readily determine and make changes to street parking would reflect an increased commitment to safety and traffic circulation (especially on major roadways).

[Note: parking restrictions on local roadways or other unclassified neighborhood streets can have a political component involving neighborhood residents. Therefore, in conjunction with this proposed amendment to Town Code 11-03-040 Public Works proposes to develop guidelines and/or resident-led processes for establishment or modification of parking restrictions in such areas.]

THIS ACTION:
At its regular meeting on October 8, 2026, the Town Council voted to read Ordinance No. 2026-986 by title only on two separate occasions, then place the same on final passage. The Town Clerk then read the Ordinance for the first reading. It is now proposed that the Clerk read Ordinance No. 2026-986 by title only for the second reading, after which the Mayor will ask "Shall this Ordinance Pass?" The Council will then vote on whether to adopt Ordinance No. 2026-986 amending Town Code 11-03-040 assigning designation of restricted parking areas to Public Works. If the vote is in favor of passage, the Ordinance would be effective thirty days thereafter.

RECOMMENDED MOTION:
[the Mayor instructs the Town Clerk to read Ordinance No. 2026-986 by title only for the 2nd Reading, then asks “Shall this Ordinance Pass?”] **VOTE.**

STAFF RECOMMENDATION:
Staff recommends reading and ultimate approval of Ordinance No. 2026-986 amending Town Code 11-03-040 assigning designation of restricted parking areas to Public Works.

FISCAL ANALYSIS:
It is noted that costs for establishment of parking restrictions (e.g., signage and roadway marking) may increase slightly due to more attention being given to parking on a regular basis by Public Works staff. At present, costs are between $150 to $300 per

sign installation based on bid or coop contracts with sign suppliers. The funding source is typically the Streets operating budget.

Attachments

ORD 2026-986 Town Code Chap 11 Amendments Designate Restricted Parking

Ordinance No. 2026-986

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORTATION OF ARIZONA, AMENDING TOWN CODE SECTION 11-03-040 "AUTHORITY TO ERECT SIGNS RESTRICTING PARKING" IN ARTICLE 11-03 "PARKING" IN CHAPTER 11 "TRAFFIC" AS RECOMMENDED IN THE PRESCOTT VALLEY "SAFE STREETS FOR ALL (SS4A) SAFETY ACTION PLAN"; PROVIDING THAT ALL OTHER CHAPTERS, ARTICLES, AND SECTIONS OF THE TOWN CODE, NOT HEREIN AMENDED, SHALL REMAIN IN FULL FORCE AND EFFECT; AND PROVIDING THAT THIS ORDINANCE TO BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, in February 2024, the Town Council entered into a professional services agreement with Kimley-Horn Consultants ("Consultants") to complete a "Safe Streets for All (SS4A) Safety Action Plan" ("SAP") for the Town; and

WHEREAS, the intent of the SAP was to develop a well-defined strategy to substantially reduce and eventually prevent roadway fatalities and serious injuries within the Town; and

WHEREAS, on February 27, 2025, the Council approved Resolution No. 2025-2408 adopting the SAP; and

WHEREAS, in the SAP final report, the Consultants noted the historically large number of motor vehicle crashes in the Town involving parked vehicles; and

WHEREAS, the Town Code currently requires Council approval by resolution of all restricted parking designations (and related installation of restricted parking signs); and

WHEREAS, the Consultants recommended expediting the current approval process by amending Town Code §11-03-040 "Authority to Erect Signs Restricting Parking" to authorize the Town Engineer (or designee) to administratively designate and approve parking restrictions (and related erection of signs) based on traffic engineering standards; and

WHEREAS, the Council finds it is in the best interests of the health, welfare, and safety of the Town and its residents to amend Town Code §11-03-040 consistent with the Consultants' recommendations;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, ARIZONA, AS FOLLOWS:

SECTION ONE. That Section 11-03-040 "Authority to Erect Signs Restricting Parking" in ARTICLE 11-03 "PARKING" in CHAPTER 11 "TRAFFIC" of the Town Code of the Town of Prescott Valley, Arizona, be hereby renamed and amended to read as follows:

11-03-040 Authority to Designate Restricted Parking Areas and to Erect Signs Restricting Parking.

The Town Engineer (or his designee)~~, upon approval by the Town Council,~~ is hereby authorized to designate restricted parking areas within the Town as deemed necessary for the protection of motorists and pedestrians in accordance with traffic engineering standards and to install and maintain ~~may erect~~ signs requiring parking at an angle to the curb, allowing parking on the left hand curb on one-way streets, notifying drivers that parking is prohibited, ~~and~~or otherwise restricting parking in any way that may be necessary. No parking restrictions shall become effective until such restricted parking area is specifically designated by ~~resolution of the Town Council~~the Town Engineer (or designee), and signs have been erected as authorized by this Section. No person may stop or stand a vehicle in disobedience to such parking restrictions.

(Ord. No. 8, Enacted, 06/28/79; Ord. No. 178, Ren&Amd, 05/26/88, 9-03-040; Ord. No. 2026-986; Ren&Amd, 10/22/26)

SECTION TWO. That all other Chapters, Articles, and Sections of the Town Code, not herein amended, shall remain in full force and effect.

SECTION THREE. That, if any provision in this Ordinance is held invalid by a Court of competent jurisdiction, the remaining provisions shall not be affected but shall continue in full force and effect.

SECTION FOUR. That this Ordinance shall be effective thirty (30) days after its passage and approval according to law.

PASSED AND APPROVED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, this 22nd day of October, 2026.

_____
Kell Palguta, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney

ITEM NO. 10b

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Stacey Bristow, Development Services Director

DEPARTMENT: Development Services

AGENDA TYPE: Old Business

SUBJECT: ZMC26-002 StoneRidge Cell Tower, Ordinance No. 2026-987 - Consideration & Possible Action (2nd Reading) [Chris Norlock, Urban Planner II]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:

PROJECT LOCATION:	South of Old Black Canyon, Northeast of StoneRidge Drive
APN:	A portion of 103-61-004C
PROPERTY OWNER:	Pinnacle Consulting
APPLICANT:	Pinnacle Consulting

ZONING DISTRICT:	CN-PD GENERAL PLAN DESIGNATION: Community Commercial
GROSS ACREAGE:	0.30 Acres

ZMC26-002:
Upon the application of Pinnacle Consulting (Logan Williams, owner), this is a request for a Zoning Map Change (ZMC26-002) from CN-PD (Commercial: Neighborhood Sales and Services, Planned Area Development) to RL-10 PD (Residential; Single Family Limited, Planned Area Development), with a condition of a Special Use Permit, on approximately 0.30 acres to accommodate development of a Cell Tower. [APN #103-61-001]

NEIGHBORHOOD FEEDBACK:
A virtual neighborhood meeting for this Zoning Map Change (and the related Minor General Plan Amendment) was held on May 14, 2026. In accordance with the Town Code, 102 notifications were sent out on April 27, 2026 for this meeting (with the meeting ID and contact information for the applicant). Two people responded to the mailing with concern about the location (and information was provided them about why the location was chosen over others). In the meeting, the applicant (along with a Radio Frequency consultant) were in attendance and available for discussion. No one, however, attended the meeting. Following the meeting, no additional comments or outreach were received by the applicant.

GENERAL PLAN:
The Town of Prescott Valley General Plan 2035 designates the project area as Community Commercial. It must be changed to Low Density Residential in conjunction with the related rezoning to RL-10 PD (Residential; Single Family Limited, Planned Area Development) with a special use permit.

Areas north and west of the site are designated as Low Density Residential, Areas south of the site are designated Community Commercial. Areas to the East are designated as Public/Quasi.

ZONING SUMMARY:
The current zoning designation is CN-PD (Commercial; Neighborhood Sales and Services, Planned Area Development).

North and west of the site are currently zoned RL-10 PD (Residential; Single-Family Limited, Planned Area Development). South of the site is zoned CN-PD (Commercial; Neighborhood Sales and Services, Planned Area Development). To the east is PL (Public Lands).

The request is to change the zoning designation to RL-10 PD (Residential; Single-

Family Limited, Planned Area Development).

The related Zoning Map Change is required because the parcel lines are being moved south to include this 0.30 acres in APN #103-31-001. Town Code 13-03-030(A).requires that the zone boundaries follow lot lines (and parcels must have only one zoning designation). Adjustment of the lot line is proposed as a condition of this rezoning (and the applicant will submit the lot line adjustment upon approval).

This proposal is for a 100’ cell tower that will be disguised as a pine tree (monopine). The monopine branches will extend above the cell tower (to a maximum height of 105’). The height will allow for multiple carriers to attach to the pole in the future (instead of having multiple cell towers in the area).

The screened ground equipment enclosure for the cell tower will be separate from the cell tower itself, with the total leased land will be approximately 1,408 square feet.

Towers, antennas, and wireless telecommunications facilities must be set back from any lot line a distance equal to at least 100% of the height of the structure unless the zoning district where the facility is located requires a greater setback. The nearest setback to a property line will be the new property line on the south, and will be a minimum of 100’ (height of the actual tower).

The nearest home is to the north approximately 312’ away from the tower on Range View Drive.

Landscaping, lighting, and screening shall be installed pursuant to the requirements of Town Code Articles 13-11 and 13-12 respectively. The landscape design will include a plant palette with a variety of tree types, shrubs, and ground cover that adhere to the Prescott Valley and/or Prescott Active Management Area (“AMA”) low water use plant material list (in character with the surrounding development). Native vegetation should be used whenever possible.

Section 13-13-110(G) allows a special use permit in the rezone as long as it is expressly authorized as a condition of rezoning and included in the zoning entitlement plan.

Federal Communications Commission (FCC) regulation Section 332(c)(7) applies to local zoning of such cell towers.

PLANNING AND ZONING COMMISSION:
A Public Hearing on ZMC26-002 was held by the Planning and Zoning Commission (P&Z) on September 14, 2026. Several pertinent questions and concerns were raised by the P&Z Commission (including questions about the height of the tower, landscape design, the gap in cell service coverage, and residents' request for better service in the

area). One resident spoke at the Public Hearing to voice concern about needing improved cell service to reach her medical providers. After discussion, P&Z voted 5-0 (one Commissioner being absent and one vacancy) to recommend approval of the application to the Town Council, with the enumerated conditions.

PROPOSED CONDITIONS OF APPROVAL:
In accordance with Town Code §13-13-110(G), the use of a cell tower (allowed by special use permit) is expressly authorized at this location as a condition of this re-zoning (being included in the approved site plan/zoning entitlements plan).

The maximum height of the actual cell tower (5 feet less than the monopine structure) shall not exceed 100 feet.

The facility shall comply with all applicable FAA, FCC, building code, fire code, and other federal, state, and local requirements.

The facility shall provide for collocation consistent with the approved application and Town requirements.

Any maintenance or replacement of equipment (including disguise...monopine) must mitigate any pollution, degradation, fading, or habitat impacts.

Any change or modification to the tower's disguise—specifically the approved monopine—must be submitted in writing to the Director of Development Services for approval.

The applicant must submit an appropriate landscape scheme that would blend into the environment (with building permit applications).

The lot line adjustment shown in the site plan must be recorded prior to issuance of building permits.

FIRE SUMMARY:
CAFMA has reviewed this project and had no comments on the proposed cell tower.

[Note: In accordance with ARS §12-1134(I), the applicant has been asked to sign the standard Proposition 207 waiver agreement.]

THIS ACTION:
At a regular meeting on October 8, 2026, the Town Council held its own public hearing on ZMC26-002 then voted to read Ordinance No. 2026-987 by title only on two separate occasions, then place the same on final passage. The Town Clerk then read the Ordinance by title only for the first reading. The Clerk will now read Ordinance No. 2026-987 by title only for the second reading, after which the Mayor will ask "Shall this

Ordinance Pass?" The Council will then vote on whether to adopt Ordinance No. 2026-987 approving ZMC26-002 StoneRidge Cell Tower. If adopted, Ordinance No. 2026-987 would not be effective for 30 days.

RECOMMENDED MOTION:
[the Mayor instructs the Town Clerk to read Ordinance No. 2026-987 by title only for the 2nd Reading, then asks “Shall this Ordinance Pass?”] **VOTE.**

STAFF RECOMMENDATION:
Town staff recommends reading and ultimately adopting Ordinance No. 2026-987 approving ZMC26-002 for the StoneRidge Cell Tower.

FISCAL ANALYSIS:
No direct fiscal impact is anticipated as a result of this proposed action.

Attachments

ORD 2026-987 ZMC26-002 StoneRidge Cell Tower
ORD 2026-987 ZMC26-002 StoneRidge Cell Tower (Exh A)

ORDINANCE NO. 2026-987

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, AMENDING THE TOWN ZONING MAP BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 0.30 ACRES (PORTION OF APN 103-61-004C) LYING IN SECTION 26, T14N, R1W, G&SRB&M (STONERIDGE CELL TOWER SITE) FROM CN-PD (COMMERCIAL; NEIGHBORHOOD SALES AND SERVICES, PLANNED AREA DEVELOPMENT), TO RL-10 PD (RESIDENTIAL; SINGLE FAMILY LIMITED, PLANNED AREA DEVELOPMENT), ZONING; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, the Town of Prescott Valley annexed by Ordinance No. 324 (May 5, 1994), certain real property located in §§26, T14N, R1W, G&SRB&M; and

WHEREAS, as required by law Ordinance No. 324 gave the annexed property a zoning district classification of R1L-70 (today RL-70), being the zoning classification most comparable to its former Yavapai County zoning classification of RCU-2A; and

WHEREAS, the property was subsequently rezoned to R1L-10 (today RL-10); and

WHEREAS, at its regular meetings held May 13, 2004 and May 27, 2004, the Town Council considered ZMC04-003 and adopted Ordinance 532 re-zoning the property from R1L-10 to C1-PAD (today CN-PD); and

WHEREAS, on July 13, 2026, Pinnacle Consultants filed an application for a Zoning Map Change (ZMC26-002) from CN-PD (Commercial; Neighborhood Sales and Services, Planned Area Development) back to RL-10 PD (Residential; Single Family Limited, Planned Area Development) on approximately 0.30 acres (portion of APN #103-61-004C) for purposes of developing a cell tower (StoneRidge Cell Tower); and

WHEREAS, at its regular meeting on September 14, 2026, the Prescott Valley Planning and Zoning Commission (P&Z) held a public hearing on ZMC26-002 and voted to make a recommendation of approval to the Town Council; and

WHEREAS, the Town Council has now held its own public hearings at its regular meeting on October 8, 2026 and has considered the recommendation of P&Z and determined that adoption of Ordinance No. 2026-982 approving the re-zoning ZMC26-002 (with conditions) will be beneficial to the community; and

WHEREAS, the Town Council finds that the procedures required by ARS §§9-462.03 and 9- 462.04 (and by Article 13-14 of the Prescott Valley Town Code) have been complied with in connection with this zoning action;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, as follows:

SECTION 1. That the Zoning Map of the Town of Prescott Valley be hereby amended from CN-PD zoning to RL-10 PD zoning (as conditioned herein) for the real property identified in Exhibit "A" (attached hereto and expressly made a part hereof).

SECTION 2. That this amendment is hereby expressly conditioned as follows:

A. In accordance with Town Code §13-13-110(G), the use of a cell tower (allowed by special use permit) is expressly authorized at this location as a condition of this re-zoning (being included in the approved site plan/zoning entitlements plan).

B. The maximum height of the actual cell tower (being 5 feet less than the monopine structure), shall not exceed 100 feet.

C. The facility shall comply with all applicable FAA, FCC, building code, fire code, and other federal, state, and local requirements.

D. The facility shall provide for collocation consistent with the approved application and Town requirements.

E. Any maintenance or replacement of equipment (including the disguise…monopine), must mitigate any pollution, degradation, fading, or habitat impacts.

F. Any change or modification to the tower's disguise—specifically the approved monopine—must be submitted in writing to the Director of Development Services for approval.

G. The applicant must submit an appropriate landscape scheme that would blend into the environment with building permits.

H. The lot line adjustment shown in the site plan must be recorded prior to issuance of building permits.

SECTION 3. That this Ordinance shall be effective thirty (30) days after its passage and approval according to law.

PASSED AND APPROVED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, this 22nd day of October, 2026.

_____
Kell Palguta, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____

Ivan Legler, Town Attorney

Exhibit “A”

ZMC26-002 StoneRidge Cell Tower

SURVEYOR NOTES

1. ALL TITLE INFORMATION IS BASED UPON A COMMITMENT FOR TITLE INSURANCE PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO.: 5000015339 EFFECTIVE DATE: 06/02/2025.
2. SURVEYOR HAS NOT PERFORMED A SEARCH OF PUBLIC RECORDS TO DETERMINE ANY DEFECT IN TITLE.
3. THE BOUNDARY SHOWN HEREON IS PLOTTED FROM RECORD INFORMATION AND DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PROPERTY.
4. SURVEYOR DOES NOT GUARANTEE THAT ALL UTILITIES ARE SHOWN OR THEIR LOCATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND DEVELOPER TO CONTACT BLUE STAKE AND ANY OTHER INVOLVED AGENCIES TO LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. REMOVAL, RELOCATION AND/ OR REPLACEMENT IS THE RESPONSIBILITY OF THE CONTRACTOR.

LESSOR'S LEGAL DESCRIPTION

AN INTEREST IN LAND, SAID INTEREST BEING OVER A PORTION OF THE FOLLOWING DESCRIBED PARCEL:

STONERIDGE GOLF COURSE PARCEL

A PARCEL OF LAND LYING WITHIN SECTIONS 26 AND 27, TOWNSHIP 14 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, YAVAPAI COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 577.54 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 87 DEGREES, 28 MINUTES, 17 SECONDS WEST, A DISTANCE OF 294.62 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT "CC" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 46.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "CC";
THENCE ALONG THE WEST LINE OF SAID TRACT "CC", SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 60.04 FEET;
THENCE NORTH 88 DEGREES, 06 MINUTES, 03 SECONDS WEST, A DISTANCE OF 851.98 FEET;
THENCE SOUTH 21 DEGREES, 32 MINUTES, 25 SECONDS WEST, A DISTANCE OF 193.77 FEET;
THENCE SOUTH 48 DEGREES, 00 MINUTES, 55 SECONDS EAST, A DISTANCE OF 28.28 FEET;
THENCE SOUTH 16 DEGREES, 43 MINUTES, 29 SECONDS WEST, A DISTANCE OF 93.88 FEET;
THENCE SOUTH 44 DEGREES, 32 MINUTES, 24 SECONDS WEST, A DISTANCE OF 88.00 FEET;
THENCE SOUTH 21 DEGREES, 32 MINUTES, 25 SECONDS WEST, A DISTANCE OF 183.39 FEET;
THENCE SOUTH 07 DEGREES, 13 MINUTES, 49 SECONDS WEST, A DISTANCE OF 60.73 FEET;
THENCE SOUTH 63 DEGREES, 05 MINUTES, 39 SECONDS WEST, A DISTANCE OF 52.66 FEET;
THENCE SOUTH 46 DEGREES, 26 MINUTES, 15 SECONDS WEST, A DISTANCE OF 278.00 FEET;
THENCE SOUTH 19 DEGREES, 24 MINUTES, 58 SECONDS EAST , A DISTANCE OF 220.70 FEET;
THENCE SOUTH 41 DEGREES, 30 MINUTES, 37 SECONDS WEST, A DISTANCE OF 117.24 FEET;
THENCE SOUTH 34 DEGREES, 47 MINUTES, 10 SECONDS WEST, A DISTANCE OF 639.20 FEET;
THENCE SOUTH 09 DEGREES, 20 MINUTES, 55 SECONDS EAST, A DISTANCE OF 23.37 FEET;
THENCE SOUTH 58 DEGREES, 52 MINUTES, 55 SECONDS WEST, A DISTANCE OF 39.86 FEET;
THENCE SOUTH 34 DEGREES, 47 MINUTES, 10 SECONDS WEST, A DISTANCE OF 157.36 FEET;
THENCE SOUTH 12 DEGREES, 54 MINUTES, 41 SECONDS WEST, A DISTANCE OF 233.36 FEET TO THE NORTH RIGHT OF WAY LINE OF OLD BLACK CANYON HIGHWAY AS SHOWN IN BOOK 24 OF MAPS AND PLATS, PAGES 14-18, YAVAPAI COUNTY RECORDS;
THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 83 DEGREES, 48 MINUTES, 33 SECONDS WEST, A DISTANCE OF 248.54 FEET;
THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 82 DEGREES, 56 MINUTES, 50 SECONDS WEST, A DISTANCE OF 1514.86 FEET;
THENCE NORTH 24 DEGREES, 45 MINUTES, 50 SECONDS WEST, A DISTANCE OF 94.90 FEET;
THENCE NORTH 18 DEGREES, 11 MINUTES, 48 SECONDS EAST, A DISTANCE OF 92.84 FEET;
THENCE NORTH 02 DEGREES, 28 MINUTES, 16 SECONDS WEST, A DISTANCE OF 118.71 FEET;
THENCE SOUTH 87 DEGREES, 31 MINUTES, 40 SECONDS WEST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 02 DEGREES, 28 MINUTES, 16 SECONDS WEST, A DISTANCE OF 18.00 FEET;
THENCE NORTH 87 DEGREES, 31 MINUTES, 40 SECONDS EAST, A DISTANCE OF 15.00 FEET;
THENCE NORTH 38 DEGREES, 26 MINUTES, 27 SECONDS EAST, A DISTANCE OF 134.70 FEET;
THENCE NORTH 05 DEGREES, 10 MINUTES, 27 SECONDS EAST, A DISTANCE OF 362.78 FEET;
THENCE NORTH 09 DEGREES, 00 MINUTES, 55 SECONDS WEST, A DISTANCE OF 38.31 FEET;
THENCE NORTH 34 DEGREES, 58 MINUTES, 54 SECONDS WEST, A DISTANCE OF 49.03 FEET;
THENCE NORTH 63 DEGREES, 06 MINUTES, 48 SECONDS EAST, A DISTANCE OF 22.56 FEET;
THENCE NORTH 09 DEGREES, 00 MINUTES, 55 SECONDS WEST, A DISTANCE OF 80.71 FEET;
THENCE NORTH 33 DEGREES, 30 MINUTES, 20 SECONDS WEST, A DISTANCE OF 78.50 FEET;
THENCE NORTH 14 DEGREES, 03 MINUTES, 14 SECONDS WEST, A DISTANCE OF 157.04 FEET;
THENCE NORTH 30 DEGREES, 30 MINUTES, 04 SECONDS EAST, A DISTANCE OF 97.30 FEET;
THENCE NORTH 21 DEGREES, 07 MINUTES, 16 SECONDS WEST, A DISTANCE OF 697.22 FEET;
THENCE NORTH 26 DEGREES, 41 MINUTES, 13 SECONDS WEST, A DISTANCE OF 200.50 FEET;
THENCE NORTH 50 DEGREES, 30 MINUTES, 24 SECONDS EAST, A DISTANCE OF 426.33 FEET;
THENCE NORTH 63 DEGREES, 18 MINUTES, 47 SECONDS EAST, A DISTANCE OF 291.95 FEET;
THENCE SOUTH 38 DEGREES, 58 MINUTES, 42 SECONDS EAST, A DISTANCE OF 251.99 FEET;
THENCE NORTH 87 DEGREES, 30 MINUTES, 44 SECONDS EAST, A DISTANCE OF 409.48 FEET;
THENCE NORTH 71 DEGREES, 06 MINUTES, 37 SECONDS EAST, A DISTANCE OF 587.69 FEET;
THENCE NORTH 01 DEGREES, 10 MINUTES, 32 SECONDS WEST, A DISTANCE OF 499.13 FEET;
THENCE NORTH 82 DEGREES, 14 MINUTES, 27 SECONDS WEST, A DISTANCE OF 220.00 FEET;
THENCE SOUTH 11 DEGREES, 00 MINUTES, 25 SECONDS WEST, A DISTANCE OF 81.61 FEET;
THENCE NORTH 35 DEGREES, 53 MINUTES, 07 SECONDS WEST, A DISTANCE OF 234.74 FEET;
THENCE NORTH 49 DEGREES, 26 MINUTES, 21 SECONDS EAST, A DISTANCE OF 453.52 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE, SAID POINT ALSO LYING ON THE SOUTH RIGHT OF WAY LINE OF STONERIDGE DRIVE AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 1050.00 FEET CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 49 DEGREES, 26 MINUTES, 21 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 41 DEGREES, 11 MINUTES, 56 SECONDS, A DISTANCE OF 755.01 FEET, TO THE NORTHWEST CORNER OF TRACT "AA" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE SOUTH 05 DEGREES, 30 MINUTES, 43 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT "AA";
THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1050.00 FEET, CONCAVE NORTHERLY, WHOSE RADIUS BEARS NORTH 08 DEGREES, 14 MINUTES, 26 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 02 DEGREES, 43 MINUTES, 42 SECONDS, A DISTANCE OF 50.00 FEET TO THE SOUTHEAST CORNER OF SAID TRACT "AA";
THENCE NORTH 05 DEGREES, 29 MINUTES, 55 SECONDS EAST, A DISTANCE OF 49.88 FEET TO THE NORTHEAST CORNER OF SAID TRACT "AA", SAID POINT LYING ON THE SOUTH RIGHT OF WAY LINE OF SAID STONERIDGE DRIVE AND BEING THE BEGINNING OF A NON-TANGENT CURVE;
THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 06 DEGREES, 53 MINUTES, 43 SECONDS WEST, THROUGH A CENTRAL ANGLE OF 43 DEGREES, 15 MINUTES, 19 SECONDS, A DISTANCE OF 509.59 FEET, TO A POINT OF REVERSE CURVATURE;
THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 775.00 FEET, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 46 DEGREES, 28 MINUTES, 01 SECONDS, A DISTANCE OF 628.53 FEET, TO THE CURVE’S END;
THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 86 DEGREES, 19 MINUTES, 00 SECONDS EAST, A DISTANCE OF 100.71 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE;
THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 530.00 FEET, CONCAVE SOUTHWESTERLY, WHOSE RADIUS BEARS SOUTH 03 DEGREES, 40 MINUTES, 58 SECONDS WEST, THROUGH A CENTRAL ANGLE OF 86 DEGREES, 30 MINUTES, 46 SECONDS, A DISTANCE OF 800.26 FEET, TO THE CURVE'S END;
THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 119.14 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27; THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 577.54 FEET;
THENCE LEAVING SAID EAST LINE, NORTH 87 DEGREES, 28 MINUTES, 17 SECONDS WEST, A DISTANCE OF 294.62 FEET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF TRACT "CC" AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 46.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "CC";
THENCE ALONG THE WEST LINE OF SAID TRACT "CC", SOUTH 00 DEGREES, 11 MINUTES, 44 SECONDS WEST, A DISTANCE OF 60.04 FEET;
THENCE NORTH 88 DEGREES, 06 MINUTES, 03 SECONDS WEST, A DISTANCE OF 1365.67 FEET TO THE TRUE POINT OF BEGINNING;
THENCE SOUTH 25 DEGREES, 40 MINUTES, 22 SECONDS WEST, A DISTANCE OF 1010.73 FEET;
THENCE SOUTH 12 DEGREES, 24 MINUTES, 04 SECONDS EAST, A DISTANCE OF 280.03 FEET;
THENCE SOUTH 07 DEGREES, 04 MINUTES, 09 SECONDS EAST, A DISTANCE OF 102.03 FEET;
THENCE SOUTH 07 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 83.78 FEET;
THENCE SOUTH 88 DEGREES, 37 MINUTES, 54 SECONDS WEST, A DISTANCE OF 33.37 FEET;
THENCE SOUTH 05 DEGREES, 42 MINUTES, 29 SECONDS WEST, A DISTANCE OF 30.30 FEET;
THENCE SOUTH 47 DEGREES, 18 MINUTES, 06 SECONDS EAST, A DISTANCE OF 39.74 FEET;
THENCE SOUTH 07 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 234.38 FEET;
THENCE SOUTH 82 DEGREES, 40 MINUTES, 15 SECONDS WEST, A DISTANCE OF 122.13 FEET;
THENCE SOUTH 63 DEGREES, 38 MINUTES, 51 SECONDS WEST, A DISTANCE OF 73.46 FEET;
THENCE SOUTH 88 DEGREES, 33 MINUTES, 20 SECONDS WEST, A DISTANCE OF 233.54 FEET;
THENCE NORTH 84 DEGREES, 39 MINUTES, 54 SECONDS WEST, A DISTANCE OF 692.65 FEET;
THENCE SOUTH 84 DEGREES, 30 MINUTES, 35 SECONDS WEST, A DISTANCE OF 63.07 FEET;
THENCE NORTH 25 DEGREES, 23 MINUTES, 40 SECONDS WEST, A DISTANCE OF 346.22 FEET;
THENCE NORTH 27 DEGREES, 03 MINUTES, 18 SECONDS WEST, A DISTANCE OF 178.79 FEET;
THENCE NORTH 25 DEGREES, 18 MINUTES, 51 SECONDS WEST, A DISTANCE OF 253.34 FEET;
THENCE NORTH 42 DEGREES, 23 MINUTES, 27 SECONDS EAST, A DISTANCE OF 132.37 FEET;
THENCE SOUTH 46 DEGREES, 23 MINUTES, 46 SECONDS EAST, A DISTANCE OF 54.25 FEET;
THENCE NORTH 55 DEGREES, 53 MINUTES, 03 SECONDS EAST, A DISTANCE OF 162.03 FEET;
THENCE NORTH 11 DEGREES, 52 MINUTES, 29 SECONDS WEST, A DISTANCE OF 250.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;
THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 225.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS NORTH 76 DEGREES, 46 MINUTES, 31 SECONDS EAST, THROUGH A CENTRAL ANGLE OF 40 DEGREES, 58 MINUTES, 20 SECONDS, A DISTANCE OF 160.90 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE NORTH 17 DEGREES, 49 MINUTES, 14 SECONDS WEST, A DISTANCE OF 159.27 FEET;
THENCE NORTH 37 DEGREES, 01 MINUTES, 54 SECONDS WEST, A DISTANCE OF 279.63 FEET;
THENCE NORTH 52 DEGREES, 07 MINUTES, 54 SECONDS EAST, A DISTANCE OF 122.23 FEET;
THENCE SOUTH 75 DEGREES, 47 MINUTES, 43 SECONDS EAST, A DISTANCE OF 32.32 FEET;
THENCE SOUTH 24 DEGREES, 01 MINUTES, 36 SECONDS EAST, A DISTANCE OF 35.05 FEET;
THENCE SOUTH 69 DEGREES, 45 MINUTES, 32 SECONDS EAST, A DISTANCE OF 87.81 FEET;
THENCE NORTH 62 DEGREES, 27 MINUTES, 19 SECONDS EAST, A DISTANCE OF 55.21 FEET;
THENCE SOUTH 75 DEGREES, 47 MINUTES, 43 SECONDS EAST, A DISTANCE OF 337.23 FEET;
THENCE NORTH 56 DEGREES, 22 MINUTES, 30 SECONDS EAST, A DISTANCE OF 33.50 FEET;
THENCE SOUTH 88 DEGREES, 53 MINUTES, 56 SECONDS EAST, A DISTANCE OF 147.20 FEET;
THENCE SOUTH 54 DEGREES, 11 MINUTES, 33 SECONDS EAST, A DISTANCE OF 120.61 FEET;
THENCE SOUTH 88 DEGREES, 15 MINUTES, 11 SECONDS EAST, A DISTANCE OF 217.99 FEET;
THENCE NORTH 37 DEGREES, 22 MINUTES, 34 SECONDS EAST, A DISTANCE OF 477.86 FEET;
THENCE NORTH 45 DEGREES, 32 MINUTES, 16 SECONDS EAST, A DISTANCE OF 119.79 FEET;
THENCE NORTH 19 DEGREES, 03 MINUTES, 12 SECONDS WEST, A DISTANCE OF 159.34 FEET;
THENCE NORTH 46 DEGREES, 03 MINUTES, 33 SECONDS EAST, A DISTANCE OF 404.13 FEET;
THENCE SOUTH 50 DEGREES, 35 MINUTES, 15 SECONDS EAST, A DISTANCE OF 39.80 FEET;
THENCE SOUTH 51 DEGREES, 25 MINUTES, 01 SECONDS EAST, A DISTANCE OF 342.94 FEET;
THENCE SOUTH 60 DEGREES, 10 MINUTES, 58 SECONDS EAST, A DISTANCE OF 137.11 FEET;
THENCE SOUTH 25 DEGREES, 40 MINUTES, 22 SECONDS WEST, A DISTANCE OF 495.97 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH:
COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 27;
THENCE ALONG THE EAST LINE OF SAID SECTION 27, NORTH 02 DEGREES, 31 MINUTES, 43 SECONDS EAST, A DISTANCE OF 676.26 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT LYING ON THE SOUTH RIGHT OF WAY OF SLOW CREEK ROAD AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 105.63 FEET TO THE BEGINNING OF A CURVE;
THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID CURVE, HAVING A RADIUS OF 12.00 FEET, CONCAVE SOUTHWESTERLY THROUGH A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 18.85 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF BLUFF TOP DRIVE AS SHOWN ON THE PLAT OF SAID STONERIDGE UNIT 1;
THENCE ALONG SAID EAST RIGHT OF WAY, NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 156.15 FEET TO THE SOUTHWEST CORNER OF STONERIDGE GOLF CLUBHOUSE, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE YAVAPAI COUNTY RECORDER, YAVAPAI COUNTY, ARIZONA, RECORDED IN BOOK 43 OF MAPS AND PLATS, PAGE 71;
THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 416.00 FEET TO THE SOUTHEAST CORNER OF SAID STONERIDGE GOLF CLUBHOUSE;
THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 230.00 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID STONERIDGE GOLF CLUBHOUSE;
THENCE NORTH 46 DEGREES, 13 MINUTES, 31 SECONDS EAST, A DISTANCE OF 202.53 FEET TO AN ANGLE POINT IN THE EAST LINE OF SAID STONERIDGE GOLF CLUBHOUSE;
THENCE NORTH 62 DEGREES, 16 MINUTES, 54 SECONDS EAST, A DISTANCE OF 150.24 FEET TO THE MOST EASTERLY CORNER OF SAID STONERIDGE GOLF CLUBHOUSE, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 98 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 49 DEGREES, 11 MINUTES, 59 SECONDS EAST, A DISTANCE OF 115.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 98;
THENCE NORTH 43 DEGREES, 59 MINUTES, 56 SECONDS EAST, A DISTANCE OF 211.79 FEET TO THE SOUTHWEST CORNER OF LOT 97 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 66 DEGREES, 00 MINUTES, 07 SECONDS EAST, A DISTANCE OF 70.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 97;
THENCE NORTH 65 DEGREES, 28 MINUTES, 15 SECONDS EAST, A DISTANCE OF 75.80 FEET TO THE SOUTHWEST CORNER OF LOT 95 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 57 DEGREES, 50 MINUTES, 09 SECONDS EAST, A DISTANCE OF 89.38 FEET TO THE SOUTHEAST CORNER OF SAID LOT 95;
THENCE NORTH 47 DEGREES, 12 MINUTES, 48 SECONDS EAST, A DISTANCE OF 77.89 FEET TO A POINT ON THE SOUTH LINE OF LOT 93 OF SAID STONERIDGE UNIT 1;
THENCE ALONG SAID SOUTH LINE, SOUTH 38 DEGREES, 49 MINUTES, 18 SECONDS EAST, A DISTANCE OF 21.98 FEET TO THE SOUTHWEST CORNER OF LOT 92 OF SAID STONERIDGE UNIT 1;
THENCE SOUTH 63 DEGREES, 35 MINUTES, 36 SECONDS EAST, A DISTANCE OF 90.48 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF SAID LOT 92;
THENCE NORTH 89 DEGREES, 16 MINUTES, 39 SECONDS EAST, A DISTANCE OF 198.88 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF LOT 91 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 57 DEGREES, 01 MINUTES, 56 SECONDS EAST, A DISTANCE OF 249.94 FEET TO THE SOUTHWEST CORNER OF LOT 89 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 65 DEGREES, 27 MINUTES, 20 SECONDS EAST, A DISTANCE OF 127.74 FEET TO THE SOUTHEAST CORNER OF SAID LOT 89;
THENCE NORTH 75 DEGREES, 09 MINUTES, 13 SECONDS EAST, A DISTANCE OF 285.00 FEET TO THE SOUTHWEST CORNER OF LOT 86 OF SAID STONERIDGE UNIT 1;
THENCE NORTH 85 DEGREES, 05 MINUTES, 44 SECONDS EAST, A DISTANCE OF 160.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 86;
THENCE NORTH 03 DEGREES, 48 MINUTES, 22 SECONDS EAST, A DISTANCE OF 150.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 86;
THENCE NORTH 03 DEGREES, 15 MINUTES, 40 SECONDS WEST, A DISTANCE OF 459.62 FEET TO THE SOUTHEAST CORNER OF LOT 63 OF SAID STONERIDGE UNIT 1;
THENCE ALONG THE EAST LINE OF SAID LOT 63, NORTH 00 DEGREES, 10 MINUTES, 31 SECONDS EAST, A DISTANCE OF 106.31 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 26;
THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SOUTH 89 DEGREES, 49 MINUTES, 29 SECONDS EAST, A DISTANCE OF 289.12 FEET, TO THE NORTH QUARTER CORNER OF SAID SECTION 26;
THENCE ALONG THE NORTH LINE OF SAID SECTION 26, SOUTH 89 DEGREES, 49 MINUTES, 07 SECONDS EAST, A DISTANCE OF 1144.02 FEET;
THENCE LEAVING SAID NORTH LINE, SOUTH 15 DEGREES, 17 MINUTES, 21 SECONDS EAST, A DISTANCE OF 123.49 FEET;
THENCE SOUTH 29 DEGREES, 38 MINUTES, 34 SECONDS WEST, A DISTANCE OF 536.64 FEET;
THENCE SOUTH 53 DEGREES, 59 MINUTES, 44 SECONDS WEST, A DISTANCE OF 614.62 FEET;
THENCE SOUTH 57 DEGREES, 39 MINUTES, 17 SECONDS WEST, A DISTANCE OF 307.13 FEET;
THENCE SOUTH 26 DEGREES, 01 MINUTES, 12 SECONDS WEST, A DISTANCE OF 35.26 FEET;
THENCE SOUTH 83 DEGREES, 19 MINUTES, 52 SECONDS WEST, A DISTANCE OF 42.69 FEET;
THENCE SOUTH 57 DEGREES, 39 MINUTES, 17 SECONDS WEST, A DISTANCE OF 296.31 FEET;
THENCE SOUTH 13 DEGREES, 09 MINUTES, 50 SECONDS WEST, A DISTANCE OF 288.09 FEET;
THENCE SOUTH 25 DEGREES, 14 MINUTES, 30 SECONDS WEST, A DISTANCE OF 43.80 FEET;
THENCE SOUTH 35 DEGREES, 22 MINUTES, 48 SECONDS EAST, A DISTANCE OF 60.04 FEET;
THENCE SOUTH 10 DEGREES, 17 MINUTES, 36 SECONDS EAST, A DISTANCE OF 149.57 FEET TO THE NORTH RIGHT OF WAY LINE OF OLD BLACK CANYON HIGHWAY;
THENCE ALONG SAID NORTH RIGHT OF WAY LINE, SOUTH 54 DEGREES, 36 MINUTES, 48 SECONDS WEST, A DISTANCE OF 276.26 FEET;
THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 20 DEGREES, 50 MINUTES, 02 SECONDS WEST, A DISTANCE OF 194.45 FEET;
THENCE NORTH 45 DEGREES, 36 MINUTES, 23 SECONDS WEST, A DISTANCE OF 35.14 FEET;
THENCE NORTH 03 DEGREES, 30 MINUTES, 06 SECONDS WEST, A DISTANCE OF 49.43 FEET;
THENCE NORTH 20 DEGREES, 50 MINUTES, 02 SECONDS WEST, A DISTANCE OF 360.93 FEET;
THENCE NORTH 84 DEGREES, 37 MINUTES, 39 SECONDS WEST, A DISTANCE OF 256.35 FEET;
THENCE SOUTH 65 DEGREES, 03 MINUTES, 40 SECONDS WEST, A DISTANCE OF 175.90 FEET;
THENCE SOUTH 07 DEGREES, 56 MINUTES, 51 SECONDS WEST, A DISTANCE OF 454.83 FEET;
THENCE SOUTH 77 DEGREES, 53 MINUTES, 10 SECONDS WEST, A DISTANCE OF 427.31 FEET;
THENCE SOUTH 66 DEGREES, 10 MINUTES, 54 SECONDS WEST, A DISTANCE OF 93.14 FEET;
THENCE SOUTH 67 DEGREES, 24 MINUTES, 52 SECONDS WEST, A DISTANCE OF 58.17 FEET;
THENCE SOUTH 79 DEGREES, 32 MINUTES, 58 SECONDS WEST, A DISTANCE OF 119.61 FEET;
THENCE SOUTH 69 DEGREES, 42 MINUTES, 23 SECONDS WEST, A DISTANCE OF 293.29 FEET;
THENCE NORTH 30 DEGREES, 11 MINUTES, 59 SECONDS WEST, A DISTANCE OF 71.24 FEET;
THENCE NORTH 89 DEGREES, 45 MINUTES, 18 SECONDS WEST, A DISTANCE OF 450.50 FEET;
THENCE SOUTH 00 DEGREES, 24 MINUTES, 50 SECONDS WEST, A DISTANCE OF 572.44 FEET;
THENCE SOUTH 40 DEGREES, 00 MINUTES, 56 SECONDS EAST, A DISTANCE OF 253.11 FEET;
THENCE NORTH 49 DEGREES, 59 MINUTES, 04 SECONDS EAST, A DISTANCE OF 29.43 FEET;
THENCE NORTH 64 DEGREES, 34 MINUTES, 26 SECONDS EAST, A DISTANCE OF 212.81 FEET;
THENCE SOUTH 25 DEGREES, 25 MINUTES, 34 SECONDS EAST, A DISTANCE OF 49.04 FEET, TO SAID NORTH RIGHT OF WAY LINE;
THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 68 DEGREES, 3 MINUTES, 42 SECONDS WEST, A DISTANCE OF 84.03 FEET;
THENCE SOUTH 56 DEGREES, 21 MINUTES, 41 SECONDS WEST, A DISTANCE OF 295.40 FEET;
THENCE SOUTH 42 DEGREES, 38 MINUTES, 55 SECONDS WEST, A DISTANCE OF 169.27 FEET;
THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 47 DEGREES, 21 MINUTES, 09 SECONDS WEST, A DISTANCE OF 122.80 FEET TO THE BEGINNING OF A CURVE;
THENCE NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 07 DEGREES, 56 MINUTES, 22 SECONDS, A DISTANCE OF 93.53 FEET TO THE WEST LINE OF SAID SECTION, AND A POINT OF COMPOUND CURVATURE;
THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 675.00 FEET, CONCAVE EASTERLY THROUGH A CENTRAL ANGLE OF 39 DEGREES, 36 MINUTES, 31 SECONDS, A DISTANCE OF 466.63 FEET TO THE CURVE'S END;
THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 467.23 FEET;
THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 66.50 FEET;
THENCE NORTH 89 DEGREES, 48 MINUTES, 16 SECONDS WEST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 00 DEGREES, 11 MINUTES, 44 SECONDS EAST, A DISTANCE OF 90.65 FEET TO THE BEGINNING OF A CURVE;
THENCE NORTHERLY ALONG SAID CURVE, HAVING A RADIUS OF 12.00 FEET, CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS, A DISTANCE OF 18.85 FEET TO THE CURVE'S END;
THENCE SOUTH 89 DEGREES, 48 MINUTES, 16 SECONDS EAST, A DISTANCE OF 186.40 FEET, TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH: (PARENT PARCEL) APN: 103-61-001

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 26;
THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 02 DEGREES, 31 MINUTES, 25 SECONDS WEST, A DISTANCE OF 453.47 FEET;
THENCE LEAVING SAID WEST LINE, SOUTH 87 DEGREES, 28 MINUTES, 35 SECONDS EAST, A DISTANCE OF 379.82 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID OLD BLACK CANYON HIGHWAY AND THE TRUE POINT OF BEGINNING;
THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, NORTH 56 DEGREES, 21 MINUTES, 41 SECONDS EAST, A DISTANCE OF 224.24 FEET;
THENCE NORTH 68 DEGREES, 03 MINUTES, 42 SECONDS EAST, A DISTANCE OF 319.65 FEET;
THENCE NORTH 69 DEGREES, 46 MINUTES, 50 SECONDS EAST, A DISTANCE OF 1106.22 FEET;
THENCE NORTH 54 DEGREES, 36 MINUTES, 48 SECONDS EAST, A DISTANCE OF 1156.61 FEET;
THENCE NORTH 69 DEGREES, 20 MINUTES, 33 SECONDS EAST, A DISTANCE OF 74.56 FEET ;
THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 32 DEGREES, 33 MINUTES, 34 SECONDS EAST, A DISTANCE OF 249.13 FEET;
THENCE SOUTH 82 DEGREES, 13 MINUTES, 14 SECONDS EAST, A DISTANCE OF 207.34 FEET;
THENCE NORTH 83 DEGREES, 05 MINUTES, 36 SECONDS EAST, A DISTANCE OF 240.89 FEET;
THENCE NORTH 86 DEGREES, 48 MINUTES, 10 SECONDS EAST, A DISTANCE OF 236.25 FEET ;
THENCE SOUTH 52 DEGREES, 02 MINUTES, 14 SECONDS EAST, A DISTANCE OF 542.62 FEET ;
THENCE SOUTH 48 DEGREES, 58 MINUTES, 47 SECONDS WEST, A DISTANCE OF 382.62 FEET;
THENCE SOUTH 74 DEGREES, 52 MINUTES, 15 SECONDS WEST, A DISTANCE OF 413.08 FEET ;
THENCE NORTH 82 DEGREES, 38 MINUTES, 53 SECONDS WEST, A DISTANCE OF 217.63 FEET ;
THENCE NORTH 56 DEGREES, 54 MINUTES, 00 SECONDS WEST, A DISTANCE OF 307.55 FEET;
THENCE SOUTH 71 DEGREES, 39 MINUTES, 37 SECONDS WEST, A DISTANCE OF 1658.31 FEET;
THENCE SOUTH 60 DEGREES, 28 MINUTES, 05 SECONDS WEST, A DISTANCE OF 560.76 FEET;
THENCE NORTH 82 DEGREES, 48 MINUTES, 40 SECONDS WEST, A DISTANCE OF 402.00 FEET;
THENCE NORTH 52 DEGREES, 28 MINUTES, 50 SECONDS WEST, A DISTANCE OF 194.83 FEET TO THE TRUE POINT OF BEGINNING.
AND BEING THE SAME PROPERTY CONVEYED TO UNIVEST-STONERIDGE GOLF, LLC, AN ARIZONA LIMITED LIABILITY COMPANY FROM STONERIDGE GOLF COURSE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND STONERIDGE-PRESCOTT VALLEY, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY BY SPECIAL WARRANTY DEED DATED AUGUST 19, 2011 AND RECORDED AUGUST 24, 2011 IN DEED BOOK 4830, PAGE 434.

SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

PINNACLE CONSULTING, INC.
Construction - Project Management - Site Development
1426 N. MARVIN STREET # 101
GILBERT, AZ 85233

FIELD BY:	CEF
DRAWN BY:	JMM
CHECKED BY:	RLF

REVISIONS

NO.	DATE	DESCRIPTION
2	11/05/25	FINAL
1	10/15/25	REVISION
0	07/01/25	PRELIMINARY

RLF CONSULTING
LAND SURVEY • MAPPING SOLUTIONS
WWW.RLFCONSULTING.COM • 480-445-9189

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 44007
RYAN L. FIDLER
Date Signed 11/05/25
ARIZONA, U.S.A.

REUSE OF DOCUMENT
THE IDEAS & DESIGN INCORPORATED HEREON, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF RLF CONSULTING, LLC & IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT WRITTEN AUTHORIZATION OF RLF CONSULTING, LLC.

PROJECT No.
2500426

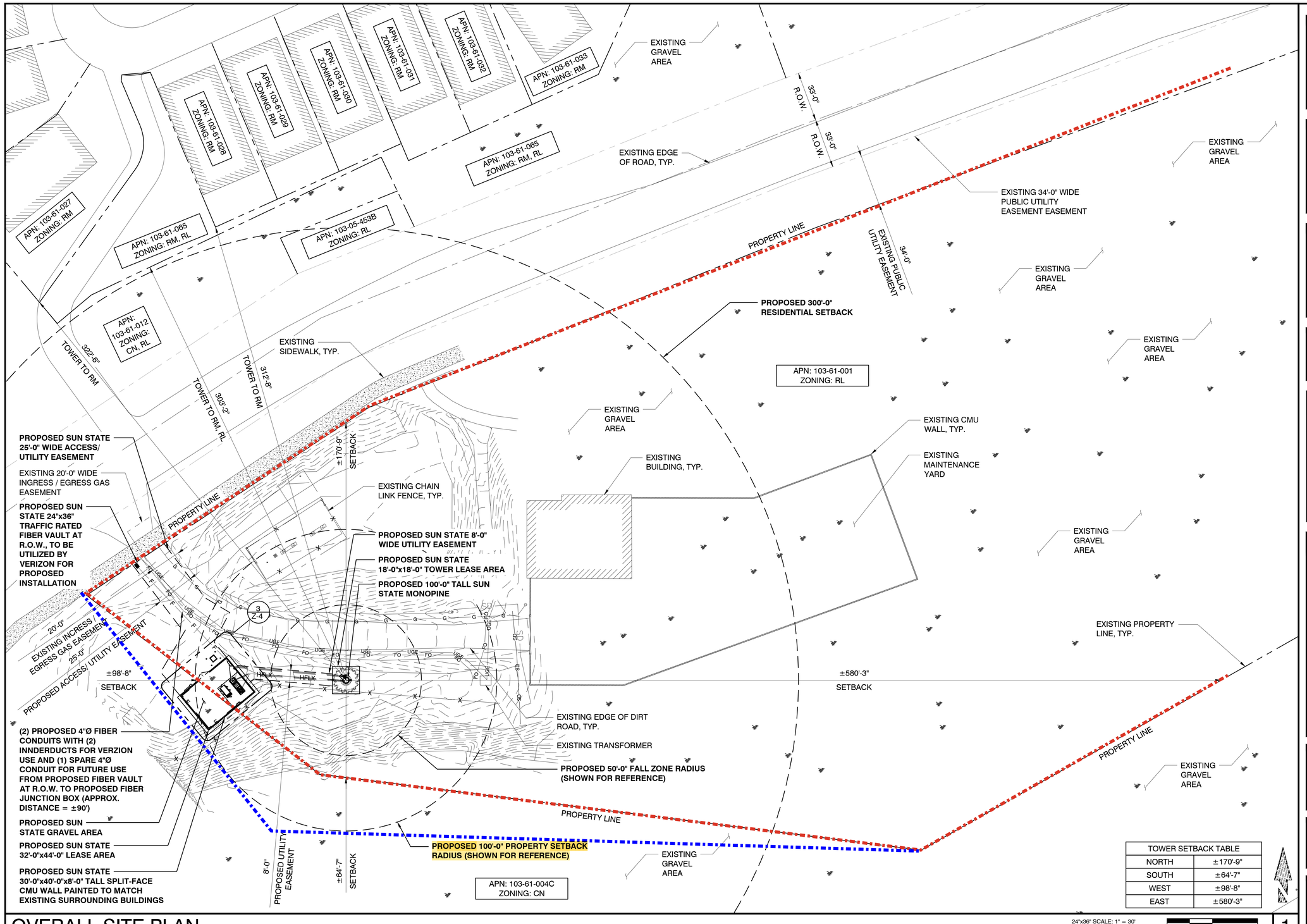
SITE NAME:
AZ09-228 SLICE
(AZ2 STONERIDGE)

SITE ADDRESS:
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314

SHEET TITLE:
LEGAL

SHEET NO.
LS-4

REVISION:



TOWER SETBACK TABLE	
NORTH	±170'-9"
SOUTH	±64'-7"
WEST	±98'-8"
EAST	±580'-3"

OVERALL SITE PLAN

24"x36" SCALE: 1" = 30'
11"x17" SCALE: 1" = 60'
30' 15' 0' 30'

1

PREPARED FOR
SUN STATE TOWERS
1426 NORTH MARVIN STREET #101
GILBERT, AZ 85233
PHONE: 480-664-9588 - FAX 480-664-9850

CARRIER
verizon
2600 W. GERONIMO PL., CHANDLER, AZ 85224
PHONE: (480) 777-4360
FAX: (480) 777-4391

A&E CONSULTING FIRM & SITE ACQUISITION
PINNACLE CONSULTING, INC
Site Acquisition | Engineering | Construction
1426 NORTH MARVIN STREET # 101
GILBERT, AZ 85233

PROJECT NO:	AZ09-228
DRAWN BY:	M.G.
CHECKED BY:	KF

REV	DATE	DESCRIPTION	BY
A	10/29/25	FINAL ZONING	M.G.

FINAL FOR ZONING ONLY

AZ09-228 SLICE / AZ2 STONERIDGE
7061 OLD BLACK CANYON HWY
PRESCOTT VALLEY, AZ 86314
YAVAPAI COUNTY

SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
Z-1

ITEM NO. 11a

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Heather Ruder, Public Works Director

DEPARTMENT: Public Works

AGENDA TYPE: New Business

SUBJECT: Agreement with Summit West Signs for the Entrance Arch Light Controllers Project (CIP #CF2709) - Consideration & Possible Action (Approve) [Josh Newsham, Deputy Public Works Director]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
The Glassford Hill Road entrance arch is one of the Town's most recognizable landmarks. The existing lighting and control system illuminates the PV medallion, the Prescott Valley lettering, and the "Cooler Side of AZ" monument signs on the arch. The lighting and control system currently offers six (6) static color options (red, orange, yellow, green, cyan, and blue). However, changing those colors requires staff to travel

to the arch, access the lighting controls, manually reprogram the system, and re-install the equipment.

The FY27 adopted budget includes funding to replace the existing lighting and control system with a web-bsed system that includes programmable Red, Green, Blue, White (RGBW) LED fixtures. Thus, the upgraded system will allow the PV medallion, the Prescott Valley lettering, and the “Cooler Side of AZ” monument signs to be controlled remotely and independently through the web. This will allow staff to display different colors on each feature (excluding solid red, yellow, and green due to the arch’s proximity to traffic signals). There will also be options for color fading, color chasing, and seasonal or event-related patterns. The capacity to make changes remotely for holidays, community events, and special recognitions (without having to travel to the arch to make manual changes) will significantly enhance staff productivity.

Although the arch is located on Glassford Hill Road, construction will require coordination with the Arizona Department of Transportation (due to traffic control and lane closures that may impact State Route 69). Most installation work is expected to occur at night to minimize traffic impacts. A full closure of Glassford Hill Road may be required during portions of the project that could last several weeks. Any such closures would be completed in phases to allow the contractor to safely remove the existing lighting equipment and install the new programmable RGBW LED lighting system. The overall schedule will thus depend on weather conditions, ADOT permitting, required lane closures, ADOT blackout dates, material availability, and contractor scheduling. It is expected to take several months to complete.

Town staff has received a proposal from Summit West Signs to replace the lighting and control system. Staff is, therefore, requesting the Town Council consider approving an Agreement with Summit West Signs based on the cooperative contract 1GPA # RFQ 25-05P-02 with Summit West Signs in the amount of $144,483.26 for the project (in addition to approving the remaining project budget of $1,352.00 as owner contingency). Entering directly into such cooperative agreements is permitted by state statute and local code and policy.

RECOMMENDED MOTION:
Motion to approve an Agreement with Summit West Signs in the amount of $144,483.26 for lighting and system control upgrade and installation services for the Town Entrance Arch Light Controllers Project (CIP #CF2709), including $1,352.00 as owner contingency. **VOTE.**

STAFF RECOMMENDATION:

Staff recommends approval of the coop Agreement with Summit West Signs in the amount of $144,483.26 (with owner contingency in the amount of $1,716.74 for a total project cost of $146,200.00).

FISCAL ANALYSIS:
Total Project Request:

Summit West Signs Contract	$144,483.26
Owner Contingency	$1,716.74
Total Project Cost	**$146,200.00**

Funding Source: The total project budget is funded as follows:
Facilities – Construction Sales Tax (Fund 400) - $146,200.00 (with remaining project budget of $1,352.00 as owner contingency)

Budget Impact: The full project cost of the Entrance Arch Light Controllers Project (CIP #CF2709) in the amount of $146,200.00 was approved with the FY27 Budget.

Purchasing Method and Results:
1GPA Contract No. RFQ 25-05P-02

Attachments

Co-Op Agreement
PowerPoint - Entrance Arch Lighting Controllers Concept

Town of Prescott Valley
Public Works Department

8454 E Long Mesa Dr.
Prescott Valley, Arizona 86314

CIP #CF2709 – ENTRANCE ARCH LIGHT CONTROLLERS PROJECT
COOPERATIVE PURCHASE AGREEMENT
1GPA – RFQ 25-05P-02

DATE: October 22, 2026

REQUEST: 1GPA - Co-Op Agreement

PROJECT: CIP # CF2709 – ENTRANCE ARCH LIGHT CONTROLLERS PROJECT

CONTRACTOR: Summit West Signs
Attn.: Marshall Duncan, Project Manager
4049 E Presidio – Suite 101
Mesa, Arizona 85215
Office: (480) 926-3465 x 555
Email: marshall@summitwestsigns.com

Scope of Work

The Town of Prescott Valley Arizona is utilizing 1GPA contract number RFQ 25-05P-02 (attached) for this project.

The cost of this work is based on the terms and conditions of the 1GPA Agreement contract #RFQ 25-05P-02 – Exhibit B.

Scope of Work is as stipulated in detail in Exhibit A and in the attached Proposal for the Entrance Arch Light Controllers Project from Summit West Signs (Exhibit B) which includes replacing the existing lighting system with programmable LED fixtures. Tasks include:

- Lighting System Evaluation
- LED Lighting Upgrades
- Lighting Controls
- Programming
- Electrical Improvements
- Testing & Commissioning
- Traffic Control
- As-Builts & Documentation
- Warranty

Total Agreed cost of this work is $144,483.26

Per AZ Revised Statutes Title 34, this project will require Performance & Payment Bonds. Additionally, the contractor will need to provide a Certificate of Insurance naming the Town as additional insured.

****

SUBMITTED BY: Josh Newshan – Deputy Public Works Director
Heather Ruder, Public Works Director

APPROVED BY
OWNER:
Town of Prescott Valley, Arizona

_____
Kell Palguta, Mayor

APPROVED BY
CONTRACTOR:
Summit West Signs

Marshall Duncan
Signature

Marshall Duncan- Sales Manager
BY: Print Name & Title

ATTEST: Town of Prescott Valley

BY: _____
Fatima Fernandez, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

BY: _____
Ivan Legler, Town Attorney

EXHIBITS

A. Scope of Work
B. Summit West Signs - Proposal

Exhibit A

Scope of Work

Project Overview

The Town of Prescott Valley is requesting bids to upgrade and enhance the existing LED lighting system installed on the Arch located on Glassford Hill Road just north of SR69. The goal of this project is to improve the overall appearance of the monument, increase flexibility in color selection, simplify operation of the lighting system, and improve long-term maintenance.

Project Objectives

- Improve the visual appearance of the Arch
- Provide easier control and modification of the lighting system via web base access
- Expand available color selections and programming capabilities (excluding green, yellow and red)
- Improve reliability and create efficiencies for future maintenance
- Maintain the existing architectural structure of the monument

Scope of Work

The contractor shall furnish all labor, materials, equipment, programming, and commissioning necessary to complete the following:

1. Lighting System Evaluation

- Inspect the existing lighting system
- Verify all existing fixtures, drivers, controllers, wiring, and power supplies
- Identify any components requiring replacement
- Provide recommendations for compatibility with the upgraded system

2. LED Lighting Upgrades

Upgrade lighting for the following monument elements:

Prescott Valley Lettering

- Replace or retrofit existing lighting as necessary
- Provide full RGBW color changing capability
- Ensure independent and even illumination across all lettering
- Provide an option to illuminate in clean white

Prescott Valley Medallions (Both Ends)

- Upgrade both illuminated medallions.
- Allow independent color control from the main lettering
- Provide uniform lighting throughout the medallions
- Provide an option to illuminate in clean white

The Cooler Side of Arizona Monument Sign

- Replace existing lighting with programmable RGBW lighting
- Allow independent color selection from the arch
- Provide an option to illuminate in clean white

Monument Base Accent Lighting

- Upgrade accent lighting located around the monument bases
- Allow independent color control.
- Provide white and programmable RGBW color options
- Provide an option to illuminate in clean white

3. Lighting Controls

Provide a new lighting control system that includes:

- Web-based access
- Mobile device compatibility
- Secure remote access
- Local control panel
- Color palette selection
- Preset scenes
- Holiday programming
- Event scheduling
- Manual override
- Automatic astronomical clock
- Ability to save custom lighting scenes

The system shall allow independent control of:

- Prescott Valley lettering
- Left medallion
- Right medallion
- Monument base lighting "The Cooler Side of Arizona" monument sign

4. Programming

Program a minimum of:

- Standard White
- Prescott Valley Blue
- Purple
- Gold
- Pink
- Teal
- Orange
- Combination of all colors excluding (green, yellow and red)

Provide the ability to create an unlimited number of custom colors

Include pre-programming for:

- Independence Day
- Christmas
- Halloween
- Breast Cancer Awareness Month
- Additional Town events

5. Electrical Improvements

As necessary:

- Replace failed drivers
- Replace damaged wiring
- Replace failed power supplies
- Upgrade junction boxes if required
- Verify all grounding
- Test all electrical connections

6. Testing and Commissioning

Contractor shall:

- Test every lighting fixture.
- Verify all colors operate properly
- Verify independent control zones
- Demonstrate scheduling features
- Demonstrate remote operation
- Train Town staff.

7. Documentation

Provide:

- As-built drawings
- Wiring diagrams
- Controller information
- Programming documentation
- Warranty information
- Product manuals
- Recommended maintenance procedures

Warranty

Provide a minimum:

- Five (5) year warranty on LED fixtures
- Five (5) year warranty on controllers
- One (1) year workmanship warranty

Permit Coordination

- Contractor to apply for a Town right of way permit and supply traffic control plans for review and approval.

Contractor to apply for a ADOT right of way permit and coordinate with ADOT on roadway closures and traffic control that impedes SR69

SUMMITWEST SIGNS
4049 E. Presidio St., Suite 101, Mesa, AZ 85215

PROPOSAL

251708-06

Date: 10/06/2026
Expires: 11/30/2026
Drawing Numbers:

Project: Town of Prescott Valley - Archway Road Sign
2820 N. Glassford Hill Rd.
Prescott Valley, AZ 86314

Client: Town of Prescott Valley
2820 N. Glassford Hill Rd.
Prescott Valley, AZ 86314

Contact: Josh Newsham (929) 759-3073 jnewsham@prescottvalley-az.gov

We are pleased to offer this proposal for the following services at the above location.

Project Description:	**Item Total:**
Pricing Per 1GPA Contract #RFQ25-05P-02, Electronic Scoreboards and Signs	
ONE-SITE TECHNICIAN (1.5 DAYS) WITH ONLINE FOLLOW-UP (3 DAYS UPGRADE TO CLOUD)	$10,896.00
ON-LINE TECHNICAL SUPPORT	$2,160.00
CUSTOM PROGRAMMING OF CONTROLLERS	$1,650.00
QTY 2: RV1 PRESCOTT VALLEY TRICO 2 RGBW TALENT 1	$8,712.00
QTY 4: MEDALLIONS 75.85" CIRCLE TRICO 2 RGBW TALENT 1	$5,334.00
QTY 2: CABINETS TRICO 2 RGBW TALENT 1	$3,875.00
QTY 2 CABINET BASES: 84"X108" TRICO 2 RGBW TALENT 1	$1,908.00
QTY2 MEDALLIONS-HALO LIT: RV1 PRESCOTT VALLEY WOW II MAX 7500K	$1,149.00
TALENT X CLOUD UPGRADE: CONTROLLER, SECONDARY CONTROLLER, CLOUD SET-UP & HOSTING FEE	$17,208.00
REMOVAL/ INSTALLATION: SUMMIT WEST SIGNS - Hardware - LED Wiring - Silicone - Trucks/ lifts	$76,591.26
TRAFFIC CONTROL: *SWS to work out agreement between Town of PV and ADOT *Dependent on ADOT requirements- price subject to change	$15,000.00
TAX: Tax is included	

Salesperson: Marshall Duncan

Buyer_____Seller MD

www.squarecoil.com

SummitWest Signs
4049 E. Presidio St., Suite 101, Mesa, AZ 85215

PROPOSAL

251708-06

Date: 10/06/2026
Expires: 11/30/2026
Drawing Numbers:

Project: Town of Prescott Valley - Archway Road Sign
2820 N. Glassford Hill Rd.
Prescott Valley, AZ 86314

Client: Town of Prescott Valley
2820 N. Glassford Hill Rd.
Prescott Valley, AZ 86314

Contact: Josh Newsham (929) 759-3073 jnewsham@prescottvalley-az.gov

Deposit Rate: 50%
Deposit: $72,241.63

Subtotal: $144,483.26

Total: $144,483.26

Notes: All prices are subject to applicable sales tax. Prices are based on available information given at the time and are subject to change. **Exclusions:** Sign permits, structural engineering, traffic control equipment and permit acquisition fees are not included in the above quotations and if required shall be invoiced on a time and material basis. Electrical services to the proposed sign(s), unless specifically quoted above, is assumed to be existing or provided by others. **Warranty:** 12 months against defective materials and 12 month unconditional guarantee on parts and labor. **Terms:** UNLESS OTHERWISE NOTED ABOVE: 50% non-refundable advanced deposit with balance due upon completion of project. Interest of 1.5% per month with an $18 minimum service charge may be charged on all accounts not paid in full within 30 days of invoice date. Quotes are valid for 60 days. Buyer is required to provide all necessary electrical circuits of suitable capacity and approved type to within 5 feet of sign location. If electric is not available at the time of installation, Buyer may be billed for additional service calls for final hook-up of sign. All signs are property of Summit West Signs (SWS) until paid in full, installed or not. Ownership of signage will not pass to the Buyer until all terms of contract have been met. In the event of default of any terms of this contract, Buyer authorizes Summit West Signs or its agents to enter property to remove and repossess signage. Buyer agrees to pay all costs and reasonable legal fees if the delinquent account is placed with an attorney or collection agency. Installations scheduled are pending accommodating weather conditions. Installations include 1 trip to the job site. Additional charges may apply for multiple site visits and unforeseen circumstances such as hard ground among others. SWS is not responsible for damage done to irrigation, utility or cable lines. Deposits are not refundable unless specifically agreed to in writing. Customer agrees to monthly progress billing on projects over $1000.00 that take longer than one month to complete.

Salesperson: Marshall Duncan

Buyer's Acceptance _____ Title _____ Date _____

Seller's Acceptance Marshall Duncan Title Sales Manager Date 10-07-2026

www.squarecoil.com

Arch Lighting Upgrade Project

Glassford Hill Road - Entrance Arch

Programmable RGBW lighting for the signs and medallions

Town of Prescott Valley



RGBW color controls expand the available palette

The RGBW system combines red, green, blue, and white channels to create additional colors.



Proposed operating approach

- Web-based color changes
- Both PV medallions display one selected color
- Prescott Valley lettering displays one selected color
- Cooler Side monument signs display one selected color
- The arch structure has no decorative lighting

Programmable lighting modes

The controller can store static colors and animated patterns for events and recognitions

1. Static Red
2. Static Orange
3. Static Yellow
4. Static Green
5. Static Cyan
6. Static Blue
7. Static Purple
8. Static Cool White
9. Static Pink (Breast Cancer)
10. Rainbow Colors Flowing (LGBT)
11. Red White Blue Flashing (July 4th)
12. Red Green Flashing (Christmas)
13. Orange White Flashing (Halloween)
14. Brown Red Orange Yellow Flashing (Thanksgiving)
15. Red White Pink Flashing (Valentine's Day)
16. Rainbow Colors Flashing
17. Pink White Chasing
18. Fairy Color Chasing
19. Fairy Color Fading
20. Rainbow Color Fading

Examples

Static colors

Holiday patterns

Community recognition colors

Flowing, flashing, chasing, and fading effects

Final programming will follow Town operating standards.

Single-color nighttime concept

Blue signs and medallions; unlit arch structure



REFERENCE PHOTO

Three-zone multicolor concept

Cyan medallions, purple lettering, pink monument signs



CONCEPTUAL RENDERING

ITEM NO. 11b

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Skyler Barton, Assistant to the Town Manager/Interim Utilities Director

DEPARTMENT: Utilities

AGENDA TYPE: New Business

SUBJECT: Quailwood Well #3 PFAS Treatment, Construction Phase Contract - Consideration & Possible Action (Approve) [James Warne, Senior Utilities Engineer]

VISION 2024 FOCUS AREA:

Water and Land Stewardship - Responsible planning for sustainable water management and land conservation.

SUMMARY/BACKGROUND:
In 2022, the Town became aware of PFAS (poly- and per- fluoroalkyl substances) chemicals in three lower system water production wells. At the time, PFAS chemicals were not regulated by the US Environmental Protection Agency (EPA) but were becoming a known concern. The EPA subsequently established Maximum Contaminant Levels (MCLs) for PFAS chemicals. And those MCLs are currently scheduled to go into effect in 2029.

As soon as the presence of PFAS was identified, the Town took the three wells out of service. It has since been determined that one of the wells (Quailwood Well #3, located in the Antelope Meadows Commercial area) could be returned to production if it is equipped with a PFAS treatment system. Design of a treatment system has now been completed, and two funding agencies (EPA and the Arizona Water Infrastructure Finance Authority...WIFA) have since approved plans and specifications for bidding. Pre-purchase of pressure vessels (part of the design) has been advertised for bid, and the bids are due on November 16, 2026. Construction documents have also been submitted to the Arizona Department of Environmental Quality (ADEQ) for issuance of an Approval to Construct Permit. Staff anticipates bidding for a construction contractor in early November.

The EPA funding has been awarded through a Community Grant ($2,100,000) that requires a 25% match. The WIFA funding involves a loan ($4,710,000) with 90% principal forgiveness.

This proposed Town Council action involves approval of an Agreement for Professional Services with Jacobs Engineering Group. The services to be provided include project management, review of construction documents (submittals, requests of information, clarifications, etc.), construction management/inspections, and funding coordination. A detailed scope of work is included in the attached Agreement for Professional Services.

RECOMMENDED MOTION:
Motion to approve a Professional Services Agreement with Jacobs Engineering Group Inc, in the amount of $1,022,061 for Construction Phase services for the Quailwood Well #3 PFAS Treatment Project. **VOTE.**

STAFF RECOMMENDATION:
Staff recommends approval of the Professional Services Agreement with Jacobs Engineering Group Inc, in the amount of $1,022,061 for Construction Phase services for the Quailwood Well #3 PFAS Treatment Project.

FISCAL ANALYSIS:
Total Cost this Request:

Overall Cost	**$ 1,022,061**
Task 1 - Project Management	$ 93,154
Task 2 - Meetings, Review of Submittals, RFI's, & Co's	$ 258,362
Task 3 - Construction Management, Startup, Commissioning	$ 304,332
Task 4 - Funding Coordination	$ 109,624

Task 5 - Project Closeout	$ 46,590
Task 6 - Supplemental Services Allowance	$210,000

Funding Source: Grant and Loan Funding 517-7020-700.73.01

Budget Impact: The approved FY27 Budget included budget capacity in the amount of $1,394,100 for Professional Services as part of this Project.

Purchasing Method and Results: This is a Direct Select for professional services based on Town Code 3-04-080.

Attachments

Agreement for Professional Services

AGREEMENT
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this **8th** day of **October, 2026,** by and between the **Town of Prescott Valley,** a municipal corporation of Arizona (hereinafter the "TOWN"), and **Jacobs Engineering Group Inc.** a Delaware corporation (hereinafter the "CONSULTANT").

The TOWN engages the CONSULTANT to perform engineering services during construction for a project known and described as **"Quailwood #3 Well Site PFAS Treatment Facility",** (hereinafter the "PROJECT").

WITNESSETH:

WHEREAS, the TOWN has authority to provide its citizens with either potable water or treated effluent by constructing a municipal waterworks, fire protection and irrigation system of pipes, conduits, wells, cisterns, siphons, pumps, pumping plants, filtering plants, settling basins, hydrants, and reservoirs of every character [ARS §§9-204(B)(4) and 48-572(A)(3)]; and

WHEREAS, the TOWN has power to erect, purchase or lease necessary buildings for their purposes through public bidding and otherwise, including power to hire professional registrants to design and supervise construction of buildings [ARS §§9-240(B)(3)(c), 48-571(A)(17) and 48-572(A)(1)]; and

WHEREAS, the TOWN has found the CONSULTANT to be competent and capable of providing professional services for such projects.

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

ARTICLE 1. DESCRIPTION OF SERVICES

The CONSULTANT shall perform all of the Professional Services tasks as described in the Scope of Services document attached hereto as Exhibit "A" and expressly made a part hereof (hereinafter "Services") as well as such other tasks as the parties may hereafter mutually agreed upon in writing, to TOWN standards and in accordance with the degree of care and skill, which a Registered Professional in Arizona would exercise under similar conditions.

Nothing herein shall preclude the TOWN from using its own staff to carry out aspects of the Services, separately or in cooperation with the CONSULTANT, as mutually determined from time to time by the parties. Furthermore, nothing herein shall preclude the parties from entering into additional mutual agreements which add to the Services to be performed by the CONSULTANT (hereinafter "Amendments"). Any such Amendments shall be in writing, signed by the parties' representatives, attached hereto, and expressly made a part hereof.

The CONSULTANT shall, except as provided otherwise in this Agreement and any Amendment hereto, furnish all supervision, labor and materials, and obtain all licenses and permits required for performance of the Services.

ARTICLE 2. SCHEDULE OF SERVICES

The CONSULTANT shall complete all Services within 365 calendar days of the "Notice to Proceed" date, in substantial conformance with the schedule(s) set forth in Exhibit "A" and any Amendments hereto, unless otherwise agreed to by the TOWN. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the TOWN and the CONSULTANT.

ARTICLE 3. AGREEMENT TERM

Unless otherwise terminated as set forth in Articles 4 and 12 hereinafter, the Term of this Agreement shall be from the date first-above written through October 8, 2027, or until such time as the parties mutually determine in writing that all of the Services have been accomplished, whichever is sooner.

ARTICLE 4. PAYMENT

The TOWN will pay the CONSULTANT monthly for Services satisfactorily performed in accordance with the cost and fee schedule(s) set forth in Exhibit "A" and any Amendments hereto.
The TOWN shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. All invoices submitted to the TOWN for Services performed by the CONSULTANT shall refer, by date, to the Agreement under which the Services were performed. Invoices shall contain percent completion of each task detailed in this Agreement and any Amendments hereto. When required by the TOWN, invoices shall contain copies of supporting documents and proof of expenditures.

In the event a Notice to Proceed is not issued to the CONSULTANT by the TOWN within sixty (60) days after the date first-above written, this Agreement shall terminate, and the TOWN's payment obligation hereunder shall also terminate.

ARTICLE 5. NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement is to be construed as granting to the CONSULTANT an exclusive right to perform any or all of the TOWN's requirements of the type contemplated hereunder.

ARTICLE 6. CHANGES

The TOWN may, at any time by written direction, require additional tasks as part of the Services, direct the omission of, or variation to, the Services, or alter the schedule for Services. If such direction results in a material change in the amount or character of the Services, an equitable adjustment to the price and to any other provisions in Exhibit "A" or any Amendments hereto that may be affected, shall be made in writing as mutually agreed by the parties. All such material changes must first be approved by the TOWN.

ARTICLE 7. PROFESSIONAL RESPONSIBILITY

The CONSULTANT shall perform the Services hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such Services with respect to services similar to that contemplated hereunder. In the event of the CONSULTANT's failure to observe and adhere to such standards, the CONSULTANT shall, upon notice from authorized TOWN staff, promptly re-perform the Services at the CONSULTANT's sole expense.

ARTICLE 8. INDEMNIFICATION

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

With respect to all liability other than professional liability, including (but not limited to) those acts or omissions normally covered by commercial general liability and automobile liability insurance, to the fullest extent permitted by law the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from, and against all third party claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), to the extent relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any third party claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom to the extent caused by the CONSULTANT's negligent acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose services the CONSULTANT may be legally liable. Such indemnity does not extend to the TOWN's negligence.

This section may be subject to the limitations of A.R.S. § 34-226 and shall not be construed to require more than is allowed by that statute.

ARTICLE 9. PRESCOTT VALLEY BUSINESS REGISTRATION

The CONSULTANT and any Subconsultants may be required to acquire and maintain a Prescott Valley Business Registration for the duration of the PROJECT in accordance with TOWN Code Article 8-02 (Business Registration), as determined by the Town Clerk.

ARTICLE 10. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the CONSULTANT, at its own expense and prior to commencing with Services, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise approved by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.

A. General Clauses

Additional Insured: The insurance coverage, except Workers' Compensation and Professional Liability, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as

additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Agreement are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two(2) years past completion and acceptance of the CONSULTANT's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: Unless otherwise noted above, the CONSULTANT's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

Waiver: The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

Deductible/Retention: The policies may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retentions and the TOWN, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions.

Certificates of Insurance: Prior to commencing with services under this Agreement, CONSULTANT shall furnish TOWN with Certificates of Insurance and Endorsements as required by the Agreement, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by date, project name, and CIP number and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Project Manager
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONSULTANT's obligations under this Agreement.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.

The CONSULTANT hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property to the extent arising out of the work done in fulfillment of the professional services under the terms of these Contract Documents, or on account of any act or omission by the CONSULTANT or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

B. WORKERS' COMPENSATION

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CONSULTANT's employees engaged in the performance of the Services, and Employer's Liability insurance of $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any of the Services are subcontracted, the CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONSULTANT.

C. AUTOMOBILE LIABILITY

The CONSULTANT shall carry Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of $1,000,000 combined single limit and $2,000,000 in the aggregate including bodily injury and property damage with respect to any of the CONSULTANT's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 0001 1/87, or any replacements thereof).

D. PROFESSIONAL LIABILITY

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Services performed by the CONSULTANT, or any person employed by the CONSULTANT, with an unimpaired limit of not less than $1,000,000 per claim and $2,000,000 in the aggregate.

ARTICLE 11. SUSPENSION OF SERVICES

The TOWN may, by written notice, direct the CONSULTANT to suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of the CONSULTANT, this Agreement may be mutually modified to compensate CONSULTANT for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date the TOWN issues an order for resumption of the Services. Upon receipt of notice to suspend Services, the CONSULTANT shall a) discontinue Services, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain the Services, and e) otherwise mitigate the TOWN's costs and liabilities for that portion of the Services which have been suspended.

ARTICLE 12. TERMINATION

The TOWN, at its sole discretion, may terminate this Agreement at any time without cause prior to its Term by sending to the CONSULTANT written notice dated fifteen (15) calendar days prior to the termination date. Upon such termination, the

TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

The CONSULTANT may terminate this Agreement at any time without cause prior to its term by sending to the TOWN written notice dated thirty (30) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

ARTICLE 13. EXAMINATION OF SERVICES

All of the Services will be subject to examination at any reasonable time or times by appropriate TOWN staff, who shall also have the right to reject Services that do not meet the Standard of Care hereunder in part or in whole. Neither examination of Services nor the lack of same, nor acceptance of Services by TOWN staff or payment therefore shall relieve the CONSULTANT from any of its obligations under this Agreement.

ARTICLE 14. PROGRESS

The CONSULTANT shall submit monthly written progress reports to assist TOWN staff in determining whether the time requirements in Article 2 hereinabove are being substantially met. Authorized staff may visit the CONSULTANT's office at any reasonable time to determine the status of the Services required by this Agreement. In addition, any person may inspect the public records generated by the CONSULTANT's activities hereunder upon reasonable request, during normal business hours, in accordance with ARS §9-471(B).

ARTICLE 15. OWNERSHIP OF DOCUMENTS

All work products (electronically or manually generated) including, but not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect final drawings, field notes, data, and other related products, which are prepared in the performance of this Agreement, are and remain the property of the TOWN, upon payment in full for all Services rendered. The CONSULTANT shall, at the conclusion of the Services or at the conclusion of this Agreement (whichever is earlier), deliver to the TOWN all documents (whether complete or partially complete) produced or collected by the CONSULTANT in its performance under this Agreement. The CONSULTANT shall, at its expense, reproduce and retain a copy of the drawings, estimates, specifications, field notes, or data collected or produced under this Agreement. Any modification or reuse by TOWN of such work products without prior authorization is at sole risk of the TOWN.

ARTICLE 16. NONDISCLOSURE

Except as otherwise required by law or this Agreement, the CONSULTANT, its officers, employees, subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the TOWN) any information obtained by it in connection with its performance under this Agreement.

ARTICLE 17. LAWS AND REGULATIONS

The CONSULTANT shall at all times comply with applicable laws, statutes, rules, regulations, and ordinances in its performance under this Agreement, including (without limitation) those governing wages, hours, employment discrimination, and safety. The

CONSULTANT shall also comply with equal opportunity laws and regulations to the extent they are applicable.

A. CERTAIN FEDERAL LAWS

The CONSULTANT understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONSULTANT 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."

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to the TOWN that the CONSULTANT and each of its subconsultants ("Subconsultants") 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 "CONSULTANT Immigration Warranty").

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

The TOWN retains the legal right to inspect the papers of any CONSULTANT or Subconsultants employee who works on this Contract to ensure that the CONSULTANT or Subconsultant is complying with the CONSULTANT Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any such inspections.

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

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

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

ARTICLE 18. PATENT AND COPYRIGHT

The CONSULTANT shall indemnify, and hold harmless the TOWN, its officers, employees, agents and successors, against and from all claims, demands, losses, costs, expenses, suits, settlements, judgments, and damages (including attorneys' fees), of any kind or nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, article, or otherwise, including claims to the extent arising from the CONSULTANT's performance under this Agreement.

Should the CONSULTANT's officers, employees, agents, or assigns (or anyone of a like nature), in the performance of the Services or as a result of performing the Services, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process, or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of the CONSULTANT. However, the CONSULTANT shall grant or cause to be granted to the TOWN the right and/or license to permanently use, or cause to be used for the benefit of the TOWN any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as the TOWN desires to use the same for the TOWN's own internal use and in a manner consistent with the intended use contemplated by this Agreement.

ARTICLE 19. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the Services hereunder as an independent contractor, and all persons or entities employed by or under contract with the CONSULTANT in connection herewith shall be employees of the CONSULTANT and are not employees of the TOWN in any respect.

ARTICLE 20. ASSIGNMENT

The CONSULTANT shall not assign this Agreement, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

ARTICLE 21. SUBCONTRACTS

The CONSULTANT shall neither subcontract nor permit any portion of the Services to be subcontracted without the prior written consent of appropriate TOWN staff. Furthermore, the CONSULTANT shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by them. Neither the consent of TOWN staff nor anything contained herein shall be deemed to create any contractual relationship between the CONSULTANT's subcontractor of any tier and the TOWN.

ARTICLE 22. NOTICES

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

TOWN:
Town Manager
Town Of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

CONSULTANT:
Jacobs Engineering Group Inc.
Fair Yeager – Client Account manager
1501 W. Fountainhead Parkway, Suite 401
Tempe, AZ 85252

ARTICLE 23. DISPUTE RESOLUTION

Except as otherwise provided herein, any dispute arising out of the Services which is not otherwise disposed of by separate agreement shall be decided by authorized TOWN staff, who shall mail or otherwise furnish a written decision to the CONSULTANT's authorized representative. Such decision by the TOWN shall be final unless the CONSULTANT, within thirty (30) calendar days after notice of the TOWN's decision, files with the TOWN a written protest stating clearly and in detail the basis thereof. The CONSULTANT shall continue its performance under this Agreement during any such dispute resolution process.

ARTICLE 24. ACCOUNTING AND AUDITING

The CONSULTANT shall keep accurate and complete records in support of all payments hereunder in accordance with generally recognized accounting principles and practices. The TOWN or its audit representatives shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the Services. Such records shall be kept by the CONSULTANT and made available for one (1) year after completion of the Services or termination of this Agreement, whichever is earlier.

ARTICLE 25. NON-WAIVER

The failure of the TOWN to insist upon or enforce strict performance by the CONSULTANT of any of the provisions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of the TOWN's right to assert or rely upon such terms or rights on any future occasion.

ARTICLE 26. SEVERABILITY

Any provisions of this Agreement prohibited or rendered unenforceable by local, state, or federal law, or by the ruling of any court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

ARTICLE 27. VENUE AND GOVERNING LAW

This Agreement shall be deemed to have been made and entered into in Yavapai County, and shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona.

ARTICLE 28. ATTORNEYS' FEES

In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

ARTICLE 29. SAVINGS CLAUSE

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

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. CONFLICT-OF-INTEREST

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement by their duly authorized representatives on the day and year first-above written.

TOWN:
Town of Prescott Valley,
a municipal corporation of Arizona

_____
BY: Kell Palguta, Mayor

ATTEST:

_____
BY: Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____
BY: Ivan Legler, Town Attorney

CONSULTANT:
Jacobs Engineering Group Inc.
a Delaware Corporation

BY: Fair Yeager, Client Account Manager

Fair Yeager, Client Account Manager
Print Name & Title

EXHIBIT A

Jacobs

Date:	October 6, 2026
Project name:	PFAS Treatment Design Services for Quailwood 3 Wellsite
Project no:	W7Y63000
Attention:	James Warne, Engineer, Utilities
Company:	Town of Prescott Valley, Arizona
Prepared by:	Phillip Zelenak, PE
Subject:	Quailwood 3 Engineering Services During Construction (ESDC) Scope and Fee

Jacobs Engineering Group Inc.
1501 W. Fountainhead Parkway, Suite 401
Tempe, AZ 85282
United States
T +1.720.286.2629
www.jacobs.com

Dear James,

Jacobs Engineering Group Inc. (Jacobs) is pleased to present to the Town of Prescott Valley (the Town) this scope and fee for the Engineering Services During Construction (ESDC) phase for the Quailwood 3 Wellsite PFAS Treatment System (Jacobs Project No. W7Y63000).

Attachment 1 Price Area includes Level of Effort fee estimate for the ESDCs, Attachment 2 presents an updated Hourly Rate Billing Schedule, and Attachment 3 presents a subconsultant quote for materials testing and special inspection services.

Compensation for the services described herein will be on a time-and-materials basis, subject to a not-to-exceed amount of $1,022,061, as detailed in Attachment 1: Price Area. Jacobs will not exceed this amount without prior written authorization from the Town.

The scope and fee are based on an assumed 12-month project duration following Notice to Proceed, including a six-month active construction period. Jacobs will provide the following ESDC services as described herein through completion of the construction, startup, commissioning, and closeout activities

As always, your input and comments are welcome and valued, so please feel free to call or email Phil at +1 720.286.2629 or Phil.Zelenak@jacobs.com.

Regards,
Jacobs Engineering Group Inc.

Phillip P. Zelenak, PE
Senior Project Manager

Fair Yeager
Client Account Manager

Town of Prescott Valley
Engineering Services During Construction (ESDC) for
Quailwood 3 Well Site
Scope of Work
Date October 06, 2026

Project Background and Understanding

The Town of Prescott Valley identified per- and polyfluoroalkyl substances (PFAS) in portions of the municipal water supply beginning in 2022, with multiple wells in the system testing positive and being removed from service while regulatory direction and mitigation options were developed. The Town's PFAS planning and early design work anticipated pending federal drinking water limits and focused on developing wellhead treatment solutions (and longer-term recharge/effluent considerations) to protect finished drinking water quality and the underlying aquifer.

On December 8, 2022, Town Council approved a design and consulting contract with Jacobs Engineering Group Inc. to advance PFAS treatment solutions. Jacobs subsequently delivered early design alternative concepts for PFAS treatment of three production wells in the lower system, Quailwood Wells #2, #3, and #4.

Since the initial contract, federal regulatory requirements have been finalized. EPA's National Primary Drinking Water Regulation (NPDWR) established enforceable Maximum Contaminant Levels (MCLs) of 4.0 ppt for PFOA and 4.0 ppt for PFOS, and set a compliance timeline that requires systems to complete initial monitoring within three years of promulgation and achieve compliance within five years (i.e., by 2029 for the April 2024 promulgation). Over the past few years, the Town has pursued other projects in support of securing water resources for the Town, including a transmission line between the Upper and Lower distribution system. Quailwood 3 had been identified for near-term treatment action due to its location within the system and its production rate.

Project Objectives

Prescott Valley desires to restore drinking water production from the Quailwood 3 wellsite while meeting federal PFAS MCLs for PFOA/PFOS. Prescott Valley intends to install a PFAS treatment system (ion exchange) at Quailwood Well #3 meeting Arizona Department of Environmental Quality (ADEQ) requirements for public water systems.

Scope of Work

Jacobs Engineering Group Inc. (referred herein as Jacobs) will perform professional engineering services as described below.

Task 3 – Engineering Services During Construction

Task 3.1 – Project Management

Jacobs will provide the following project management subtasks to support construction phase services. Jacobs' project manager will prepare and submit to the Town's project manager a brief monthly cost and schedule status report. The report will include a narrative description of progress to-date, actual costs for each Task, estimates of percent complete, and a change management update.

This task includes preparation of monthly progress reports and invoices.

For the purposes of estimating the level of effort for this task, the following are assumed:

- Up to 16 hours of Project Management support per month for the 12-month duration which includes monthly one-hour PM-specific meetings with the Town, invoicing, progress reporting, and internal project progress tracking.
- Up to 4 hours of Design Management support per month for the 12-month duration which includes support for PM-specific meetings with the Town.

- Up to 6 hours of Project Controls support per month for the 12-month duration which includes internal project progress tracking and support for PM-specific meetings with the Town.
- 50 hours for initial project booking and setup to be billed upon project booking.

Task Deliverable(s):

- Meeting agendas and summaries
- Monthly Progress Reports and Invoices

Task 3.2 – Review of Construction Contractor Submittals

Jacobs will process and review shop drawings, samples, and other submittals, submitted by the Construction Contractor as required by the Construction Documents. Per the design specifications, the Construction Contractor will be responsible for preparing, reviewing, certifying, tracking, and submitting all submittals in electronic format.

Jacobs will maintain a basic Microsoft SharePoint-based tracking system for Jacobs' internal document management and to document submittals received by Jacobs, Jacobs' dispositions, and resubmittals received by Jacobs. This internal tracking system does not relieve the Construction Contractor of responsibility for document control, completeness, tracking, scheduling, or timely submission of documents required by the Contract Documents. The Construction Contractor's submittal log and schedule will remain the controlling record for construction administration purposes.

Jacobs will obtain from the Construction Contractor proposed shop drawings, samples and a submittal schedule that will identify all shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

Jacobs' review of shop drawings, samples and submittals will be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review will not relieve the Construction Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

Jacobs will assist the Town in reviewing and responding to the Construction Contractor's requests for substitution of materials and equipment. Jacobs will review such requests and will advise the Town as to the acceptability of such substitutions.

For the purposes of estimating the level of effort for this task, the following criteria are assumed for the submittal review effort:

- 60 Action submittal packages and 70 informational submittals are estimated from the Construction Contractor.
- 7.5 labor hours of effort per Action submittal packages and 1 hour per Informational Submittal.
- 50% resubmittal rate (1.5 factor applied to Action submittal packages to account for resubmittals)

Jacobs will receive Construction Contractor's requests for clarification or information (RFCs/RFIs). Jacobs will review and respond to Construction Contractor's RFC and RFIs. Jacobs will interpret plans and specifications in response to requests from the Construction Contractor to deviate from designs or specifications.

Construction Contractor will maintain an RFI/RFC tracking system to document transactions, dispositions, and response times.

For the purposes of estimating the level of engineering effort for this task, the following criteria are assumed and are limited in number due to close collaboration with Construction Contractor during the design phase:

- 20 total RFCs/RFIs.
- 4.0 labor hours of effort per RFI/RFC.
- Home office Change Orders processing estimated at 28 total hours.

Administrative support (up to 5 hours per month during the active 6-month construction phase) for Jacobs internal record-keeping of submittal responses and RFCs/RFIs on Jacobs system.

Jacobs shall review and approve or take other appropriate action upon Construction Contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents. Review of such submittals will not be conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities.

The Supplemental Services Allowance may be used for engineering review services exceeding the assumptions established in Task 3.2, including additional submittals, resubmittals, RFIs, RFCs, substitution requests, change proposals, multidisciplinary reviews, and additional review cycles. Use of the allowance requires authorization by the Town before the additional services are performed.

Task Deliverable(s):

- Engineer's disposition for each required Construction Contractor Action submittal and RFI/RFC

Task 3.3 – Construction Management and Startup and Commissioning

Construction Management

Jacobs construction manager will be onsite during the active construction period and provide onsite construction management services and observations which include:

- Monthly Pay Application Opinion based on site observations and not based on independent quantity verification. The Construction Contractor will submit a line-item percent complete based on the Schedule of Values and the Jacobs construction manager will review that the application is reasonably consistent with observed construction progress and general conformance with the Construction Documents. The Town will make the final determination and authorization of payment.
- Jacobs will provide services for IBC-related structural observations requiring observation, verification, and documentation. IBC-required special structural inspections involving testing, measurement, or certification will be performed by a Jacobs subconsultant as described below.
- Processing Field Orders, Work Change Directives and Change Orders
- Regular review of Construction Contractor as-built documents that will form the basis of Record Drawings.

A total of 816 hours is assumed for this task including travel from the construction manager's home office based on the following assumptions:

- The fee is based on one six-month active construction period.
- Construction management and observation services required beyond the six-month active construction period, including services resulting from Construction Contractor delay, suspension,

resequencing, defective work, default, or extended completion activities, will be considered Supplemental Services.

- Construction manager on site for 85% of working days during the construction duration, with the remaining time used for returning to the home office during construction down time.
- Expenses to cover hotel, rental truck, fuel, per diem, round trip airline flights, and miscellaneous expenses.

Special structural inspections and testing as mandated by the IBC are to be performed by a Jacobs subconsultant. These include geotechnical, concrete and masonry, structural steel (including welding), fire resistive systems, and seismic anchoring system inspections. The subconsultant's proposal is included as Attachment 3 and provides additional detail regarding its anticipated services and fee basis.

The subconsultant will provide qualified personnel, document observations and test results, identify observed nonconforming work, and prepare required inspection reports and a final special inspection report.

Services are limited to the activities and level of effort reflected in the attached LOE. Additional inspections, testing, retesting, reporting, site visits, or engineering support resulting from the Contractor's extended construction schedule, failed tests, deficient work, missed inspections, schedule changes, or effort exceeding the LOE will be considered Supplemental Services and performed only upon written authorization by the Town.

A total of $35,000 has been included in the estimate for Ninyo and Moore for these services.

Jacobs Operations Management International(OMI) staff currently support the Town-designated Operator in Direct Responsible Charge (ORC).

Up to 94 overtime hours (time and half) of OMI staff hours are estimated to support the construction phase and include valve operation, electrical disconnects, lock out tag outs, and site orientation for the Construction Contractor. This time is assumed to be over and above the regular OMI contract at 40 hours per week and therefore billed to the project at time and a half.

Jacobs is providing professional engineering services as described herein as construction management for the purpose of general observation to give Owner a greater degree of confidence that the design concept as reflected in the construction documents has generally been implemented and preserved by the Construction Contractor. Any construction management services to be performed by Jacobs are not intended to provide management, oversight or direction to the Construction Contractor for the performance of construction services; it being understood and agreed that the Construction Contractor is solely responsible for jobsite safety pertaining to their services and the construction means, methods, techniques and sequences required for the performance of construction services.

Pertaining to Jacobs onsite staff and services as outlined in this scope of work only, a Hazard/Impact Identification and Risk Assessment (HIFA) and Project Health, Safety & Environment Plan (PHSEP) will be prepared by the Jacobs project manager, construction manager and a designated health, safety, and environment (HSE) professional prior to onsite work. The PHSEP and HIRA will be updated as onsite conditions or tasks change. Following standard OSHA and Jacobs OMI requirements, the onsite construction manager will utilize OMI's existing health and safety tracking tools for items such as job hazard analyses (JHAs), daily safety reports, toolbox talks, site inspections, incident and near-miss reporting, and corrective action tracking.

Startup and Commissioning

The Jacobs construction manager will also assist the Construction Contractor and the Town's public water system operators in system startup and initial operation. The fee includes support for one coordinated startup and commissioning effort based on the durations, hours, personnel, and sampling quantities identified below. Additional startup events resulting from contractor deficiencies, equipment failures, regulatory requirements, process upsets, or failed testing are Supplemental Services.

A total of 50 Jacobs construction manager hoursare assumed for startup assistance based on the following assumptions:

- Five full days for the construction manager on site.
- Expenses to cover hotel, rental car, fuel, per diem and miscellaneous expenses for sampling such as coolers, ice, etc.
- Up to 56 hours process and process mechanical support are estimated to support site visits by the Jacobs process engineers during startup and onsite training.
- Up to 24 hours management support is estimated to support startup coordination from the office.
- Up to 46 overtime hours (time and half) of OMI staff hours are estimated to support the startup and commissioning include valve operation, electrical connections, and system handover from the Construction Contractor. This time is assumed to be over and above the regular OMI contract at 40 hours per week and therefore will be billed to this project at time and a half.
- A total of $5,000 has been included in the estimate for Eurofins (Jacobs subconsultant) for analytical laboratory tests for startup testing and commissioning anticipated as follows:

Analyte	Method	Number of Samples
Bac-T (P/A)	SM 9223	16
HPC	SM 9215B	7
Alkalinity	EPA 2320B	2
TOC	SM 5310B	2
PFAS	EPA 533*	3
Chloride	EPA 300.0	2
Sulfate	EPA 300.0	2
Nitrate	EPA 300.0	2
Conductivity	SM 2510B	2
TDS	SM 2540C	2
VOC	EPA 524.2	3
Nitrosamines	EPA 521.1	3

Deliverables

- Monthly pay application opinions based on observed construction progress;
- Field observation reports prepared by the Jacobs construction manager;

- IBC-related structural observation documentation and applicable special inspection reports from Jacobs subconsultant;
- Reviews and recommendations associated with Field Orders, Work Change Directives, and Change Orders;
- Periodic review comments on Construction Contractor as-built documentation; and
- Laboratory analytical results obtained through the startup and commissioning sampling program.

Task 3.4 - Funding Coordination

Jacobs will provide funding coordination and compliance support services to assist the Town in meeting applicable federal and state funding requirements, including those imposed by the U.S. Environmental Protection Agency (EPA), the Arizona Water Infrastructure Finance Authority (WIFA), and other applicable funding agencies. Services will be performed in a manner consistent with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as applicable.

The Town, as the funding recipient, will remain responsible for compliance with funding agreements; required certifications and attestations; the accuracy and completeness of information submitted to funding agencies; and fulfillment of grant or loan recipient obligations. Jacobs' services do not constitute legal advice, financial auditing, or a guarantee that costs or activities will be determined eligible by a funding agency. Jacobs will provide administration and coordination related to the Davis-Bacon and Related Acts (DBRA), including prevailing wage determinations, wage conformance assistance, review of certified payrolls for apparent completeness and identification of observed discrepancies, and participation in or support of labor compliance interviews, as required by the funding agency.

Jacobs will support compliance with Build America, Buy America (BABA) domestic preference requirements, including review of procurement documentation, Construction Contractor certifications, and supporting materials. Where applicable, Jacobs will assist the Town with preparation, documentation, and justification of waiver requests in accordance with applicable federal guidance.

Jacobs will assist the Town in administering Disadvantaged Business Enterprise (DBE) and other applicable small or minority business participation requirements, including review of Good Faith Efforts documentation and preparation of utilization and compliance reports required by EPA, WIFA, or other funding agencies.

Jacobs will support Single Audit and financial compliance activities, including coordination of documentation and responses related to audited project expenditures, eligibility determinations, and funding conditions.

Jacobs will prepare and/or assist with required federal and state financial, performance, and transparency reporting, including Federal Financial Reports (FFR), Federal Funding Accountability and Transparency Act (FFATA) reporting, and any additional reporting required by WIFA or EPA grant or loan agreements.

Jacobs will assist the Town with preparation and review of grant or loan disbursement and reimbursement requests, including review of supporting documentation and apparent cost eligibility based on information provided by the Town and Construction Contractor with applicable funding agreement requirements and approved budgets.

Jacobs will perform limited periodic onsite spot-checks of Construction Contractor compliance with applicable federal and state requirements, including but not limited to federal cross-cutting authorities, required job site postings, labor compliance documentation, and general project file organization. Onsite verifications will be conducted by the Jacobs Construction Manager, with guidance and oversight provided by a Jacobs funding specialist. Jacobs will provide the Town and Construction Contractor with recommendations and best practices for maintaining compliant project records and audit-ready documentation.

The scope and fee for funding coordination and compliance support are based on the activities and level of effort reflected in Attachment 1 – Price Area. Services exceeding the activities or level of effort reflected in Attachment 1– Price Area will be considered Supplemental Services and will be performed only upon written authorization by the Town.

Task Deliverable(s):

- Funding documentation reviews, and required reports prepared in accordance with applicable funding agreements and regulatory requirements.

Task 3.5 – ADEQ Coordination and Project Close-out Activities

Up to 92 total hours are anticipated for the following project close-out activities:

· Engineering site visit for site observations and punch list development for final completion.

· Expenses to cover hotel, rental truck, fuel, per diem, round trip airline flights, and miscellaneous expenses.

Up to 140 total hours are anticipated to complete Record Drawings including signing and sealing as required by the State of Arizona for public treatment projects. Record Drawings will be prepared based upon marked-up as-built information furnished by the Contractor. Creation of record information not documented by Contractor shall constitute Supplemental Services.

Once all closeout items are compiled, Jacobs will prepare an Approval of Construction (AOC) package for submittal by the Town to ADEQ. Typical contents:

· AOC application (via myDEQ or delegated process)
· Engineer's Certificate of Completion (ECC)
· As-built drawings
· Test results (pressure, disinfection, bacteriological)
· O&M Manual prepared by the Construction Contractor and reviewed by Jacobs
· Additional ADEQ-requested documentation

Task Deliverable(s):

- Approval of Construction Package
- Record Drawings

Task 3.6 – Adjustments and Contingency Items

A contingency amount of $210,000 has been included in the fee estimate to be used as Supplemental Services Allowance to be authorized by the Town over the duration of the project for additional engineering reviews, construction management, inspections, testing, startup support, funding coordination, closeout activities, or other scope changes identified during construction.

Assumptions and Clarifications

1. Project deliverables will be distributed electronically via email.
2. Meetings with the Town will be held virtually or at the Prescott Valley Utilities Offices.
3. Jacobs will perform the authorized services up to the proposed budgetary amount.
4. Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the Town.
5. The attached fee schedule reflects Jacobs' understanding of the scope as defined herein. Should Town determine that services need to be added or deleted from this Scope of Work, a revised fee and scope will be negotiated.
6. Construction Contractor will be responsible for obtaining all construction permits required to perform the work. Any costs or fees associated with bonding, special permits, licenses, fees or permit processing fees will be covered by others.
7. Construction meeting documentation will be by Construction Contractor.
8. If Jacobs is called upon to observe the work of the Town's Construction Contractor for the detection of defects or deficiencies in such work, Jacobs will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. Jacobs shall not make inspections or reviews of the safety programs or procedures of the Construction Contractor, and shall not review their work for the purpose of ensuring their compliance with safety standards.
9. Jacobs shall not assume any responsibility or liability for performance of the construction services, or for the safety of persons and property during construction, or for compliance with federal, state and local statutes, rules, regulations and codes applicable to the conduct of the construction services. Jacobs shall have no influence over the construction means, methods, techniques, sequences or procedures. Construction safety shall remain the sole responsibility of the Construction Contractor(s).
10. All contracts between Town and its Construction Contractor(s) shall contain broad form indemnity and insurance clauses in favor of Town and Jacobs, in a form satisfactory to Jacobs.
11. Inspection services provided pursuant to this scope of work are for the limited purpose of general observation, materials testing or similar professional engineering inspection services and is not intended to provide a thorough examination of the Construction Contractor's means and methods, materials or workmanship, or the project's physical components for compliance to local and national building codes, zoning regulations, safety standards or contract specifications. Jacobs is not responsible for and neither guarantees the performance of the Construction Contractor(s) nor assumes responsibility for Construction Contractor's failure to perform work in accordance with the construction documents.
12. The presence or duties of Jacobs personnel at a construction site, whether as onsite representatives or otherwise, do not make Jacobs or its personnel in any way responsible for those duties that belong to Town, its Project Manager, and/or the Construction Contractor or other entities, and do not relieve the Construction Contractor or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, scheduling, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction contract documents and any health or safety precautions required by such construction work.
13. Jacobs and its personnel have no authority to exercise any control over any Construction Contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety

deficiencies of the Construction Contractor(s) or other entity or any other persons at the site except Jacobs own personnel and its Construction Contractors.

14. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Jacobs.
15. The Town recognizes that Jacobs assumes no risk and/or liability for a waste or hazardous waste site originated by other than Jacobs.
16. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Scope and Fee Project cost or schedule. Therefore, Jacobs makes no warranty that Town's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from Jacobs's opinions, analyses, projections, or estimates.
17. To the extent Jacobs is responsible for review, evaluation and the proposing of recommendations concerning project design, budget, materials, sequencing and scheduling, shop drawings, claims, and other similar items performed or supplied by others, Jacobs shall not be responsible for the acts or omissions of such items performed or supplied by others. The ultimate responsibility for deficiencies in such items shall be attributable to the person or entity providing such items irrespective of Jacobs's review and evaluation of the same.
21. The parties recognize that any bid quantity estimates have been or will be based on preliminary or conceptual design calculations. Quantities determined after final design are expected to vary from the bid quantities derived from the preliminary or conceptual design. Jacobs makes no representations nor guarantees with respect to such bid quantity estimates. Any quantity estimates prepared by Jacobs are for information only and shall not form the basis for any liability to Jacobs.

Attachment 1: Price Area

LEVEL OF EFFORT

Fee Estimate for: Town of Prescott Valley, Arizona
Date of Estimate: 10/6/2026
Period of Performance: 12/1/2026 through 12/1/2027 — 12 Months — 1 2026 meetings, 11 2027 meetings
Active Construction Phase: 4/1/2027 through 10/1/2027 — 6 Months — 0 2026 meetings, 6 2027 meetings

JACOBS HOURS

WORK BREAKDOWN STRUCTURE	Escalation Year	Management				DDL/CAD		Process		Process Mech.	Civil/ Yard Piping		Arch.	Bld. Mech.		Struc.	Elec.		I&C	Funding	
		Senior Project Management Zelenak, Phil	Senior Design Management Yeager, Cynthia (Cindy)	QAQC Health and Safety Management Peterson, Mike	Project Controls Toloczko, Brian	QAQC CAD Management Metcalf, Scott	CAD Design GID - Poland	QAQC Process - Hydraulics Hwang, Michael H. (Mike)	Engineering Design Process Alvarez, Laura Josefina (Laura)	Engineering Design Process Chang, Joseph Young (Joseph)	Dicipline Lead Civil Johnson, Micah Elijah (Micah)	Engineering Design Process Jat, Navneet	Dicipline Lead Architectural Powell, Mark E (Mark)	QAQC Building Mechanical Price, Ted	Dicipline Lead Building Mechanical Shrief, Shrief	Dicipline Lead Structural Meng, Max	QAQC Electrical Landman, James	Engineering Design Electrical and I&C Dryer, Talitha Johanna	Dicipline Lead Instrumentation and Controls Williams, Andrew	QAQC Funding Corcutt, Tahne	Dicipline Lead Funding Zeilman, Zack
Billing Rate	2026	270	280	270	160	160	115	300	190	190	190	180	240	300	190	240	325	140	240	300	200
	2027	281	291	281	166	166	120	312	198	198	198	187	250	312	198	250	338	146	250	312	208
Task 3.1 Project Management		**242**	**48**	**0**	**72**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
3.1.1 Project Management	2026	16	4																		
Monthly Progress Reports and Invoices	2027	176	44		72																
Project Setup	2026	50																			
Task 3.2 Team Meetings Review of Contractor Submittals, RFIs, RFCs, WCDs, COs		**10**	**100**	**0**	**0**	**4**	**0**	**17**	**86**	**86**	**44**	**56**	**136**	**15**	**142**	**256**	**13**	**36**	**81**	**0**	**0**
3.2.1 Kickoff and Preconstruction Meeting	2027	4	8			2		1	2	2	2	2	2	1	2	2	1	2	2		
3.2.2 Regular Team Coordination Meetings External	2027	4	24					2	2	2	2	2	2	2	2	2	2	2	2		
3.2.3 Team Coordination Meetings Internal	2027	2	12			2		6	12	12	12	12	12	6	12	12	6	12	12		
3.2.4 Submittals and Request for Information/Clarification (RFI/RFC) Responses/ Change Orders	2027		56					8	70	70	28	40	120	6	126	240	4	20	65		
Task 3.3 Construction Management, Startup, and Commissioning		**24**	**16**	**48**	**0**	**0**	**0**	**8**	**24**	**24**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
3.3.1 Onsite Construction Management for Construction Phase incl. Monthly Pay Application Opinon, Site Observations, including Observe Material Testing, Submittal Coordination, IBC Construction Inspections (subset performed by Subconsultant), As-Built Reviews	2027																				
3.3.2 Startup and Commissioning	2027	8	16					8	24	24											
3.3.3 Health and Safety Planning and Onsite Documentation	2027	16		48																	
Task 3.4 Funding Coordination		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**74**	**401**
3.4.1 Davis-Bacon Prevailing Wage determinations, conformance assistance, certified payrolls, employee interviews	2027																			25	100
3.4.2 BABA Procurement and Certifications, Waiver Support (if needed).	2027																			10	100
3.4.3 DBE Good Faith Efforts and Utilization Reporting	2027																			5	40
3.4.4 Single Audit Compliance Reporting	2027																			10	40
3.4.5 FFR, FFATA Reporting	2027																			4	40
3.4.6 Disbursement Request Preparation	2027																			15	65
3.4.7 Spot-check contractor compliance with Federal Cross-Cutters, Job Site Postings, Project File	2027																			5	16
Task 3.5 Project Closeout Activities		**36**	**16**	**0**	**0**	**20**	**80**	**0**	**24**	**10**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**2**	**0**	**0**
3.5.1 Engineer's Site Visit, Certificate of Completion (ECC), and ADEQ Close Out Reporting	2027	32	8						24												
3.5.2 Record Drawings	2027	4	8			20	80			10	2	2	2	2	2	2	2	2	2		
Task 3.6 Adjustments and Supplemental Services Allowance		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
3.6.1 Supplemental Services Allowance																					
Total Labor Hours		**312**	**180**	**48**	**72**	**24**	**80**	**25**	**134**	**120**	**46**	**58**	**138**	**17**	**144**	**258**	**15**	**38**	**83**	**74**	**401**

LEVEL OF EFFORT

WORK BREAKDOWN STRUCTURE		Const. Mgmt.	OMI Startup Overtime				Admin Support	Cost Estimate	Labor and Expenses			Contingency	Subconsultants		TOTAL
	Escalation Year	Construction Management Pinto, Patrick	Water Operations Beyea, Ethan	QAQC Water Operations Courtenay, Mark Edward (Mark)	Electrician Operations Linares, Stephen Michael	Water Operations Gonzalez, German (German)	Project Administrative Dupree, Andrea	Dicipline Lead Cost Estimating Meyer, Edward R (Ed)	Jacobs Total Labor Effort (Hours)	Jacobs Total Labor Value ($)	Jacobs Total Expenses ($)	Adjustments and Contingency	Independent Laboratory Testing - Chlorine Concentration, Nitrosamine	Special Inspections per IBC	Total Labor & Expenses ($)
Billing Rate	2026	150	197	203	144	114	150	300							
	2027	156	204	211	149	118	156	312							
Task 3.1 Project Management		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**362**	**93,154**	**$0**	**$0**	**$0**	**$0**	**$93,154**
3.1.1 Project Management	2026								20	5,440	$0		$0	$0	$5,440
Monthly Progress Reports and Invoices	2027								292	74,214	$0		$0	$0	$74,214
Project Setup	2026								50	13,500	$0		$0	$0	$13,500
									0	-	$0		$0	$0	$0
Task 3.2 Team Meetings Review of Contractor Submittals, RFIs, RFCs, WCDs, COs		**8**	**0**	**0**	**0**	**0**	**36**	**0**	**1126**	**258,362**	**$0**	**$0**	**$0**	**$0**	**$258,362**
3.2.1 Kickoff and Preconstruction Meeting	2027	8					2		45	10,052	$0		$0	$0	$10,052
3.2.2 Regular Team Coordination Meetings External	2027						4		56	14,404	$0		$0	$0	$14,404
3.2.3 Team Coordination Meetings Internal	2027								142	32,625	$0		$0	$0	$32,625
3.2.4 Submittals and Request for Information/Clarification (RFI/RFC) Responses/ Change Orders	2027						30		883	201,281	$0		$0	$0	$201,281
									0	-	$0		$0	$0	$0
Task 3.3 Construction Management, Startup, and Commissioning		**886**	**19**	**19**	**26**	**76**	**48**	**0**	**1218**	**203,387**	**$60,945**	**$0**	**$5,000**	**$35,000**	**$304,332**
3.3.1 Onsite Construction Management for Construction Phase incl. Monthly Pay Application Opinon Site Observations, including Observe Material Testing Submittal Coordination IBC Construction Inspections (subset performed by Subconsultant) As-Built Reviews	2027	816	16	16	16	46	48		958	149,266	$58,395		$0	$35,000	$242,661
3.3.2 Startup and Commissioning	2027	50	3	3	10	30			176	33,030	$2,550		$5,000	$0	$40,580
3.3.3 Health and Safety Planning and Onsite Documentation	2027	20							84	21,091	$0		$0	$0	$21,091
									0	-	$0		$0	$0	$0
Task 3.4 Funding Coordination		**0**	**0**	**0**	**0**	**0**	**20**	**0**	**495**	**109,624**	**$0**	**$0**	**$0**	**$0**	**$109,624**
3.4.1 Davis-Bacon Prevailing Wage determinations, conformance assistance, certified payrolls, employee interviews	2027						5		130	29,380	$0		$0	$0	$29,380
3.4.2 BABA Procurement and Certifications, Waiver Support (if needed).	2027						5		115	24,700	$0		$0	$0	$24,700
3.4.3 DBE Good Faith Efforts and Utilization Reporting	2027						2		47	10,192	$0		$0	$0	$10,192
3.4.4 Single Audit Compliance Reporting	2027						2		52	11,752	$0		$0	$0	$11,752
3.4.5 FFR, FFATA Reporting	2027						2		46	9,880	$0		$0	$0	$9,880
3.4.6 Disbursement Request Preparation	2027						3		83	18,707	$0		$0	$0	$18,707
3.4.7 Spot-check contractor compliance with Federal Cross-Cutters, Job Site Postings, Project File	2027						1		22	5,013	$0		$0	$0	$5,013
									0	-	$0		$0	$0	$0
									0	-	$0		$0	$0	$0
Task 3.5 Project Closeout Activities		**20**	**2**	**2**	**2**	**2**	**0**	**0**	**232**	**43,122**	**$3,468**	**$0**	**$0**	**$0**	**$46,590**
3.5.1 Engineer's Site Visit, Certificate of Completion (ECC), and ADEQ Close Out Reporting	2027	20	2	2	2	2			92	20,544	$3,468		$0	$0	$24,011
3.5.2 Record Drawings	2027								140	22,578	$0		$0	$0	$22,578
									0	-	$0		$0	$0	$0
									0	-	$0		$0	$0	$0
Task 3.6 Adjustments and Supplemental Services Allowance		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**-**	**$0**	**$210,000**	**$0**	**$0**	**$210,000**
3.6.1 Supplemental Services Allowance												$210,000	$0	$0	$0
Total Labor Hours		**914**	**21**	**21**	**28**	**78**	**104**	**0**	**3,433**	**$ 707,649**	**$ 64,413**	**$ 210,000**	**$ 5,000**	**$ 35,000**	**1,022,061**

Attachment 2: Billing Rate Schedule

Town of Prescott Valley
Engineering Services During Construction (ESDC) for
Quailwood 3 Well Site
Scope of Work
Date October 06, 2026

The Jacobs 2026 and 2027 hourly rate and fee schedule is provided below and includes hourly cost and direct expense categories.

Project Staffing Code	Billing Classification (1)	2026	2027
1	Program Manager, Expert Technologist, Expert Dicipline Lead	$325	$338
2	Principal Project Manager, Principal Technologist	$300	$312
3	Specialist Project Manager, Specialist Design Manager, Specialist Technologist	$280	$291
4	Senior Project Manager, Senior Technologist	$270	$281
5	Engineer Specialist, Contracts Manager, Project Engineer 2	$240	$250
6	Associate Project Manager, Project Engineer 1	$200	$208
7	Associate Engineer, Associate Health and Safety Professional, Technician 4	$190	$198
8	Staff Engineer 3, Consultant 4	$180	$187
9	Staff Engineer 2, Staff Scientist 2, Biologist, Health and Safety Professional, Associate	$160	$166
10	Staff Engineer 1, Staff Scientist 1, Project Accountant 2, Staff Biologist	$150	$156
11	Engineering Technician 5, Environmental Technician 5, Designer 5, Graphic Designer 5, Editor 5	$140	$146
12	Engineering Technician 4, Designer 4, Graphic Designer 4, Editor 4, Publishing Technician 4	$135	$140
13	Engineering Technician 3, Graphic Designer 3, Editor 3, Publishing Technician 3	$130	$135
14	Engineering Technician 2, Graphic Designer 2, Editor 2, Publishing Technician 2	$125	$130
15	Engineering Technician 1, Graphic Designer 1, Editor 1, Publishing Technician 1	$115	$120
16	Administrative Assistant, Project Accountant, Project Assistant, Engineer Intern	$100	$104

1 These rates are valid through December 31, 2027. Staff member roles may be revised based on changes resulting from promotion or salary adjustments.

2 Typical labor categories are shown. Not intended to be an all-inclusive list.

3 Hourly rates include allowances for salary, payroll taxes, fringe benefits, overhead, and profit, but do not include allowances for direct expenses.

Expense Type - Non-Labor Rate Items	Rate
Auto Mileage Rate	Current IRS audit rate at time of service.
Other related consumable supplies (field equpment and supplies, etc)	At cost with no additional markup
Postage, freight	
Travel Costs (airfare, hotel, auto rental, meals, etc.)	
Subcontractors and Outside Services	

Attachment 3: Subconsultant Material Testing and Special Inspection Proposal

April 24, 2026
Proposal No. 12PCT06-00822

Mr. Phillip Zelenak
Jacobs
7001 East Belleview Avenue, Suite 1000
Denver, Colorado 80237

Subject: Proposal to Provide Materials Testing Services and Special Inspection
Upcoming Well Head Treatment Installation Project
515 South Cold Water Lane
Dewey, Arizona

Dear Mr. Zelenak:

Ninyo & Moore is pleased to submit this proposal to provide engineering services for the above-mentioned project. This proposal is based on the information that we received from your office. It outlines our scope of services, project assumptions, anticipated schedule, and estimated fee for this project.

PROJECT DESCRIPTION

We understand that Jacobs is doing the construction of the Upcoming Well Head Treatment Installation project. The project will comprise of masonry structure bearing on shallow foundations. Also included is the underground piping and associated site work.

Ninyo & Moore was requested to provide a proposal for inspection and materials testing services. The general scope of our services is described below.

CONSTRUCTION INSPECTION AND TESTING SERVICES

We propose providing special inspection and materials testing services during construction. Our scope of services is anticipated to include the following:

- Observation, testing, and sampling during the placement of engineered fill soils, aggregate base, concrete, masonry, steel, and welding inspection.
- Laboratory testing of soil, aggregates, concrete, and masonry.
- Attending preconstruction and site meetings, as requested.
- Providing engineering consultation and project management, including distribution of field reports and test reports.

ESTIMATED FEE

We propose to perform the inspection and materials testing services described above on a time and material basis for a fee of $32,805.

This estimated fee is based on the scope of services presented above and our understanding of the project. Any additional services not included in the aforementioned scope will be charged on a time and materials basis in accordance with our current schedule of fees.

Ninyo & Moore appreciates the opportunity to provide services on this project and we look forward to working with you.

Respectfully submitted,
NINYO & MOORE



Michael Rivera Sr.
Project Manager



Curtis Cope
Senior Geologist/Project Manager

MXR/CMC/amg

Attachments: Table 1 – Breakdown of Estimated Fee
Schedule of Fees

Table 1 - Breakdown of Estimated Fee								
Field Services								
Field Technician - Earthwork, Concrete, and Masonry	120	hours	@	$	70.00	/hour	$	8,400.00
Special Inspector - Welding, Masonry, and Concrete	80	hours	@	$	80.00	/hour	$	6,400.00
					Subtotal		**$**	**14,800.00**
Laboratory Testing								
Proctor Density	4	tests	@	$	175.00	/test	$	700.00
Gradation	4	tests	@	$	150.00	/test	$	600.00
Atterberg Limit	4	tests	@	$	110.00	/test	$	440.00
Grout Compressive Strength	60	tests	@	$	22.00	/test	$	1,320.00
Mortar Compressive Strength	60	tests	@	$	22.00	/test	$	1,320.00
Masonry Prisms Compressive Strength	15	tests	@	$	120.00	/test	$	1,800.00
Concrete Cylinders Compressive Strength	80	tests	@	$	25.00	/test	$	2,000.00
					Subtotal		**$**	**8,180.00**
Reimbursables								
Field Vehicle	200	hours	@	$	15.00	/hour	$	3,000.00
Equipment	200	hours	@	$	15.00	/hour	$	3,000.00
					Subtotal		**$**	**6,000.00**
Project Management and Data Processing								
Project Engineer	25	hours	@	$	120.00	/hour	$	3,000.00
Data Processor	15	hours	@	$	55.00	/hour	$	825.00
					Subtotal		**$**	**3,825.00**
TOTAL ESTIMATED FEE							**$**	**32,805.00**

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	$ 180
Senior Engineer/Geologist/Environmental Scientist	$ 150
Senior Project Engineer/Geologist/Environmental Scientist	$ 140
Project Engineer/Geologist/Environmental Scientist	$ 120
Senior Staff Engineer/Geologist/Environmental Scientist	$ 115
Staff Engineer/Geologist/Environmental Scientist	$ 110
GIS Analyst	$ 100
Technical Illustrator/CAD Operator	$ 75

Field Staff

Certified Asbestos/Lead Technician	$ 140
Field Operations Manager	$ 100
Nondestructive Examination Technician (UT, MT, LP)	$ 85
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	$ 80
Supervisory Technician	$ 75
Senior Technician	$ 75
Technician	$ 70

Administrative Staff

Geotechnical/Environmental/Laboratory Assistant	$ 55
Information Specialist	$ 55
Data Processor	$ 55

Other Charges

Concrete Coring Equipment (includes technician)	$ 190/hr
Anchor Load Test Equipment (includes technician)	$ 190/hr
GPR Equipment	$ 180/hr
Inclinometer	$ 100/hr
Hand Auger Equipment	$ 80/hr
Rebar Locator (Pachometer)	$ 25/hr
Vapor Emission Kit	$ 65/kit
Nuclear Density Gauge	$ 15/hr
X-Ray Fluorescence	$ 70/hr
PID/FID	$ 25/hr
Air Sampling Pump	$ 10/hr
Field Vehicle	$ 15/hr
Equipment	$ 15/hr
Expert Witness Testimony	$ 450/hr
Direct Expenses	Cost plus 15 %

Special equipment charges will be provided upon request.

Notes

Technicians and special inspectors, are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours. Overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, T 89, T90	$ 110
California Bearing Ratio (CBR), D 1883	$ 500
Chloride and Sulfate Content, ARIZ 733, 736	$ 100
Clay Expansion, FHA Swell	$ 110
Consolidation, D 2435, T 216-94	$ 250
Crumb Test Dispersion Test, D 4647	$ 60
Direct Shear, D 3080. T236	$ 350
Expansion Index, D 4829, UBC 18-2	$ 120
Expansion Potential (Method A), D 4546	$ 110
Hydraulic Conductivity, D 5084	$ 300
Hydrometer Analysis, D 7928, T 88-93	$ 200
Double Hydrometer Analysis, D 4221, T 88	$ 400
Lime Determination, pH Method, D 62765	$ 210
Standard Proctor Density, D 698	$ 175
Standard Proctor Density Treated Soils, D 698	$ 195
Modified Proctor Density Treated Soils, D 1557, T 180-93, T 99-94	$ 205
Miller Box Resistivity	$ 60
Moisture, Ash, & Organic Matter of Peat/Organic Soils	$ 90
Moisture Only, D 2216, T 265	$ 25
Moisture and Density, D 2937	$ 35
Permeability, CH, D 2434, T 215	$ 220
pH and Resistivity, ARIZ 236 c	$ 100
Pinhole Dispersion Test, D 4647	$ 245
R-value, D 2844, T 190	$ 250
Sand Equivalent, D 2419, T 176	$ 90
Sieve Analysis, D 6913	$ 55
Sieve Analysis, C-136 (includes 200 wash), D 6913, D 1140	$ 150
Solubility	$ 80
Specific Gravity, D 854, T 100-93	$ 85
Sulfate & Chloride Content	$ 90
Swell Test, D 4546	$ 290
Thermal Resistivity (ASTM 5334, IEEE 442)	$ 800
Triaxial Shear, U.U., D 2850 per point	$ 160
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	$ 315
Triaxial Shear, C.D, D 4767, T 297 per pt	$ 375
Unconfined Compression, D 2166, T 208	$ 175

MASONRY

Brick Absorption, C 67	$ 65
Brick Compression, C 67	$ 30
Brick Moisture, C 67	$ 30
CMU Block Compression Test, 8x8x16, C 140	$ 75
CMU Block Moisture Content, C 140	$ 70
Core Compression	$ 35
Concrete Block Linear Shrinkage, C 426	$ 150
Grout Prisms Compressive Strength, C 1019	$ 40
Masonry Grout, 4x4x8 prism compression, UBC 21-18	$ 22
Masonry Mortar, 2x4 cylinder compression, UBC 21-16	$ 22
Masonry Prism, half size, compression, UBC 21-17	$ 120
Mortar Cubes Compressive Strength, C 109	$ 20

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A-36, A615	$ 125
Fireproofing Density Test, UBC 7-6	$ 50
Hardness Test, Rockwell, A-370	$ 40
High Strength Bolt, Nut & Washer Conformance, set, A-325	$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	$ 80
Pre-Stress Strand (7 wire), A 416	$ 150
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	$ 85
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	$ 100
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	$ 80

CONCRETE

Concrete Core Absorption ASTM C 497 Method A	$ 85
Concrete Core Compressive Strength, C 42 , T 24-93	$ 90
Concrete Coring Minimum Charge	$ 300
Concrete Laboratory Mix Verification, excluding cylinders	$ 300
Concrete Mix Design	$ 2,000
Compression Tests, 6x12 Cylinder, C 39, T 22-92	$ 22
Drying Shrinkage, C 157	$ 300
Flexural Test, C 78	$ 80
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	$ 190
Lightweight Concrete Fill Compression, C 495	$ 40
Measurement of Concrete Cores, ASTM C 174	$ 20
Rapid Chloride Permeability, C 1202	$ 425
Splitting Tensile Strength, C 496	$ 95
Time of Setting of Cement by Vicat Needle, C 191	$ 250

ASPHALT

Asphalt Mix Design Review	$ 400
Asphalt Mix Design, 5 points, Tex	$ 1,500
Asphalt Content/Gradation (Ignition Oven), T 308, D 6307	$ 200
Bulk Density Lab Molded Samples, Tex 207F (per set)	$ 50
Bulk Specific Gravity per specimen (non-absorptive), D 2726	$ 25
Bulk Specific Gravity per specimen (coated), D 1188	$ 45
Compressive Strength of Hot Mix Asphalt, T 167	$ 275
Extraction, % Asphalt, including Gradation, D 2172, T 164-94 T 30-93, Tex 210F	$ 225
Hveem Stability and Unit Weight CTM or ASTM, CT 366	$ 200
Hveem Stability, Tex 208F (per set)	$ 90
Marshall Mix Design, Flow and Unit Weight, (set of 3) T 245-94	$ 215
Marshall Mix Design	$ 3,500
Maximum Theoretical Unit Weight, D 2041, CT 309, Tex 227F	$ 125
Molding Specimens, Tex 206F (per set)	$ 55
Tensile Strength Ratio D 4867, T283	$ 350
SuperPave Mix Design	$ 4,000

AGGREGATES

Absorption, Coarse, C 127	$ 50
Absorption, Fine, C 128	$ 75
Alkali Reactivity, C 1260	$ 750
Alkali-Silica Reactivity, C 1567	$ 750
Clay Lumps and Friable Particles, C 142	$ 95
Fractured Faces, NDOT, T 2303, ARIZ 212e	$ 140
Los Angeles Abrasion, C 131 or C 535	$ 180
Moisture, C 566, T 255-92	$ 25
Mortar make properties of fine aggregate, C 87	$ 300
Organic Impurities, C 40	$ 50
Sand Equivalent, D 2419, T 176	$ 85
Sieve Analysis, Coarse Aggregate, C 136	$ 110
Sieve Analysis, Fine Aggregate (included wash), C 136	$ 110
Sodium Sulfate Soundness (per size fraction), C 88	$ 240
Specific Gravity, Coarse, C 127	$ 125
Specific Gravity, Fine, C 128	$ 125
Unit Weight C 29, T 19	$ 50

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.

ITEM NO. 11c

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Heather Ruder, Public Works Director

DEPARTMENT: Public Works

AGENDA TYPE: New Business

SUBJECT: Professional Services Agreement with Burgess & Niple for design of the Lakeshore - Lake Valley Intersection Project (CIP #CS2704) - Consideration & Possible Action (Approve) [Parker Murphy, Traffic Engineer]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
Town staff has recently conducted a traffic signal warrant analysis of the intersection at Lakeshore Drive and Lake Valley Road, and signalization is recommended.

The signalization project will involve procuring a design engineering consultant. The scope of work will include traffic analyses and configuration of improvements. The

project will require modifications to the curb return radii, signage, striping, and pavement treatment. The current RRFB at the location will be removed and utilized at another appropriate location within the Town at a future date.

In February 2026, the Town was awarded CDBG Funds through the U.S. Department of Housing & Urban Development to use towards community development projects. It is proposed that a portion of those funds be used for this project.

As a member of the S.A.V.E. Cooperative Purchasing Agreement, the Town is utilizing the City of Prescott On-Call Professional Services FY24-FY29 Contract No. 2024-005 previously issued to Burgess & Niple. Town staff has received a proposal for design services from Burgess & Niple based on the terms and conditions of that agreement. Staff is now requesting that Town Council consider approving a coop Professional Services Agreement with Burgess & Niple in the amount of $155,550.32 for the design of this project based on the Prescott agreement (as permitted by state statute and local code and policy) and otherwise in conformance with applicable requirements for CDBG funding.

RECOMMENDED MOTION:
Motion to approve the Professional Services Agreement with Burgess & Niple based on the City of Prescott's Co-op Agreement Contract No. 20247-005 in the amount of $155,550.32 for design services for the Lakeshore – Lake Valley Intersection – CIP# CS2704. **VOTE.**

STAFF RECOMMENDATION:
Staff recommends approval of the coop Professional Services Agreement with Burgess & Niple in the amount of $155,550.32 for the Lakeshore - Lake Valley project.

FISCAL ANALYSIS:
Total Cost this Request: $155,550.32

Funding Source: The total project budget is funded as follows:
CDBG Grant (Fund 271) - $165,000.00

Budget Impact: The full project cost of the Lakeshore – Lake Valley Intersection – CIP# CS2704 in the amount of $165,000.00 was approved with the FY27 Budget.

Purchasing Method and Results: This is a coop Agreement as permitted by state statute and local code and policy.

Attachments

Professional Services Agreement

Lakeshore Dr & Lake Valley Rd Intersection Cooperative Purchasing Agreement
City of Prescott Co-Op Agreement

Town of Prescott Valley Proprietary Agreement
This Agreement supersedes any and all AIA, CSI or other Documents Included in this Agreement Packet

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 22nd day of October, 2026 by and between the **Town of Prescott Valley**, a municipal corporation of Arizona (hereinafter the "TOWN"), and **Burgess & Niple, Inc.,** an Ohio corporation (hereinafter the "CONSULTANT").

The TOWN engages the CONSULTANT to perform professional design services for a project known and described as **"CIP# CS2704 – Lakeshore – Lake Valley Intersection**, (hereinafter the "PROJECT"). (hereinafter the "PROJECT").

WITNESSETH:

WHEREAS, the TOWN has found the CONSULTANT to be competent and capable of providing professional services for such projects.

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

ARTICLE 1. DESCRIPTION OF SERVICES

The CONSULTANT shall perform all the Professional Services tasks as described in the Scope of Services document 'Attachment A' and the Consultants Proposal Exhibit "A" and 'Attachments B & C' attached hereto and are expressly made a part hereof (hereinafter "Services") as well as such other tasks as the parties may hereafter mutually agreed upon in writing, to TOWN standards and in accordance with the degree of care and skill, which a Registered Professional in Arizona would exercise under similar conditions for a cost not to exceed $155,550.32.

Nothing herein shall preclude the TOWN from using its own staff to carry out aspects of the Services, separately or in cooperation with the CONSULTANT, as mutually determined from time to time by the parties. Furthermore, nothing herein shall preclude the parties from entering into additional mutual agreements which add to the Services to be performed by the CONSULTANT (hereinafter "Amendments"). Any such Amendments shall be in writing, signed by the parties' representatives, attached hereto, and expressly made a part hereof.

The CONSULTANT shall, except as provided otherwise in this Agreement and any Amendment hereto, furnish all supervision, labor, and materials, and obtain all licenses and permits required for performance of the Services.

ARTICLE 2. SCHEDULE OF SERVICES

The CONSULTANT shall complete all Services within agreed time frame of the "Notice to Proceed" date, in substantial conformance with the schedule(s) set forth in Exhibit "A" and any Amendments hereto, unless otherwise agreed to by the TOWN. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the TOWN and the CONSULTANT.

ARTICLE 3. AGREEMENT TERM

Unless otherwise terminated as set forth in Articles 4 and 12 hereinafter, the Term of this Agreement shall be from the date first-above written through December 30, 2027 or until such time as the parties mutually determine in writing that all of the Services have been accomplished, whichever is sooner.

ARTICLE 4. PAYMENT

The TOWN will pay the CONSULTANT for Services satisfactorily performed in accordance with the cost and fee schedule(s) set forth in Exhibit "A" and any Amendments hereto.

The TOWN shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. All invoices submitted to the TOWN for Services performed by the CONSULTANT shall refer, by date, to the Agreement under which the Services were performed. Invoices shall contain percent completion of each task detailed in this Agreement and any Amendments hereto. When required by the TOWN, invoices shall contain copies of supporting documents and proof of expenditures.

In the event a Notice to Proceed is not issued to the CONSULTANT by the TOWN within sixty (60) days after the date first-above written, this Agreement shall terminate, and the TOWN's payment obligation hereunder shall also terminate.

ARTICLE 5. NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement is to be construed as granting to the CONSULTANT an exclusive right to perform any or all of the TOWN's requirements of the type contemplated hereunder.

ARTICLE 6. CHANGES

The TOWN may, at any time by written direction, require additional tasks as part of the Services, direct the omission of, or variation to, the Services, or alter the schedule for Services. If such direction results in a material change in the amount or character of the Services, an equitable adjustment to the price and to any other provisions in Exhibit "A" or any Amendments hereto that may be affected, shall be made in writing. All such material changes must first be approved by the TOWN.

ARTICLE 7. PROFESSIONAL RESPONSIBILITY

The CONSULTANT shall perform the Services hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such Services with respect to services similar to that contemplated hereunder. In the event of the CONSULTANT's

failure to observe and adhere to such standards, the CONSULTANT shall, upon notice from authorized TOWN staff, promptly re-perform the Services at the CONSULTANT's sole expense.

ARTICLE 8. INDEMNIFICATION

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

With respect to all liability other than professional liability, including (but not limited to) those acts or omissions normally covered by general and automobile liability insurance, to the fullest extent permitted by law the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from, and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom caused by the CONSULTANT's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose services the CONSULTANT may be legally liable. Such indemnity does not extend to the TOWN's negligence.

ARTICLE 9. PRESCOTT VALLEY BUSINESS REGISTRATION

The CONSULTANT and any Subconsultants may be required to acquire and maintain a Prescott Valley Business Registration for the duration of the PROJECT in accordance with Town Code Article 8-02, as determined by the Town Clerk.

ARTICLE 10. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the CONSULTANT, at its own expense and prior to commencing with Services, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise approved
by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.

A. General Clauses

Additional Insured: The insurance coverage, except Workers' Compensation and in some cases Professional Liability, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Agreement are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the CONSULTANT's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: The CONSULTANT's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

Waiver: The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

Deductible/Retention: The policies may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retentions and the TOWN, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing with services under this Agreement, CONSULTANT shall furnish TOWN with Certificates of Insurance and Endorsements as required by the Agreement, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by date and project name, and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Project Manager
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONSULTANT's obligations under this Agreement.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.

The CONSULTANT hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the CONSULTANT or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

B. WORKERS' COMPENSATION

To the extent the CONSULTANT employs employees it shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CONSULTANT's employees engaged in the performance of the Services, and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any of the Services are subcontracted, the CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONSULTANT.

C. AUTOMOBILE LIABILITY

The CONSULTANT shall carry Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence and $2,000,000 aggregate including bodily injury and property damage with respect to any of the CONSULTANT's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 0001 1/87, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

D. PROFESSIONAL LIABILITY

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Services performed by the CONSULTANT, or any person employed by the CONSULTANT, with

an unimpaired limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate, or 10% of the construction budget, whichever is larger.

ARTICLE 11. SUSPENSION OF SERVICES

The TOWN may, by written notice, direct the CONSULTANT to suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of the CONSULTANT, this Agreement may be mutually modified to compensate CONSULTANT for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date the TOWN issues an order for resumption of the Services. Upon receipt of notice to suspend Services, the CONSULTANT shall a) discontinue Services, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain the Services, and e) otherwise mitigate the TOWN's costs and liabilities for that portion of the Services which have been suspended.

ARTICLE 12. TERMINATION

The TOWN, at its sole discretion, may terminate this Agreement at any time without cause prior to its Term by sending to the CONSULTANT written notice dated fifteen (15) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

The CONSULTANT may terminate this Agreement at any time without cause prior to its term by sending to the TOWN written notice dated thirty (30) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

ARTICLE 13. EXAMINATION OF SERVICES

All of the Services will be subject to examination at any reasonable time or times by appropriate TOWN staff, who shall also have the right to reject unsatisfactory Services in part or in whole. Neither examination of Services nor the lack of same, nor acceptance of Services by TOWN staff or payment therefore shall relieve the CONSULTANT from any of its obligations under this Agreement.

ARTICLE 14. PROGRESS

The CONSULTANT shall submit monthly written progress reports to assist TOWN staff in determining whether the time requirements in Article 2 hereinabove are being substantially met. Authorized staff may visit the CONSULTANT's office at any reasonable time to determine the status of the Services required by this Agreement. In addition, any person may inspect the public records generated by the CONSULTANT's activities hereunder upon reasonable request, during normal business hours, in accordance with ARS §9-471(B).

ARTICLE 15. OWNERSHIP OF WORK PRODUCT

All work products (electronically or manually generated) including, but not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect final drawings, field notes, data, and other related products, which are prepared in the performance of this Agreement, are and remain the property of the TOWN, upon payment in full for all Services rendered. The CONSULTANT shall, at the conclusion of the Services or at the conclusion of this Agreement (whichever is earlier), deliver to the TOWN all documents in their original format (whether complete or partially complete) produced or collected by the CONSULTANT in its performance under this Agreement. The CONSULTANT shall, at its expense, reproduce and retain a copy of the drawings, estimates, specifications, field notes, or data collected or produced under this Agreement.

ARTICLE 16. NONDISCLOSURE

Except as otherwise required by law or this Agreement, the CONSULTANT, its officers, employees, subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the TOWN) any information obtained by it in connection with its performance under this Agreement and shall not reference or discuss the Town or any project under the Agreement on social media or other public or private discussion board, website or other medium without the Town's express written permission.

ARTICLE 17. LAWS AND REGULATIONS

The CONSULTANT shall at all times comply with applicable laws, statutes, rules, regulations, and ordinances in its performance under this Agreement, including (without limitation) those governing wages, hours, employment discrimination, and safety. The
CONSULTANT shall also comply with equal opportunity laws and regulations to the extent they are applicable.

A. CERTAIN FEDERAL LAWS

The CONSULTANT understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONSULTANT 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."

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to the TOWN that the CONSULTANT and each of its subconsultants ("Subconsultants") 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 "CONSULTANT Immigration Warranty").

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

The TOWN retains the legal right to inspect the papers of any CONSULTANT or Subconsultants employee who works on this Contract to ensure that the CONSULTANT or Subconsultant is complying with the CONSULTANT Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any such inspections.

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

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

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

ARTICLE 18. PATENT AND COPYRIGHT

The CONSULTANT shall indemnify, and hold harmless the TOWN, its officers, employees, agents and successors, against and from all claims, demands, losses, costs, expenses, suits, settlements, judgments, and damages (including attorneys' fees), of any kind or nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, article, or otherwise, including claims thereof pertaining to, or arising from the CONSULTANT's performance under this Agreement.

Should the CONSULTANT's officers, employees, agents, or assigns (or anyone of a like nature), in the performance of the Services or as a result of performing the Services, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process, or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of the CONSULTANT. However, the CONSULTANT shall grant or cause to be granted to the TOWN the right and/or license to permanently use, or cause to be used for the benefit of the TOWN any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as the TOWN desires to use the same for the TOWN's own internal use.

ARTICLE 19. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the Services hereunder as an independent contractor, and all persons or entities employed by or under contract with the CONSULTANT in connection herewith shall be employees of the CONSULTANT and are not employees of the TOWN in any respect.

ARTICLE 20. ASSIGNMENT

The CONSULTANT shall not assign this Agreement, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

ARTICLE 21. SUBCONTRACTS

The CONSULTANT shall neither subcontract nor permit any portion of the Services to be subcontracted without the prior written consent of appropriate TOWN staff. Furthermore, the CONSULTANT shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by them. Neither the consent of TOWN staff nor anything contained herein shall be deemed to create any contractual relationship between the CONSULTANT's subcontractor of any tier and the TOWN.

ARTICLE 22. NOTICES

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

TOWN: Town Manager
Town Of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

CONSULTANT: Burgess & Niple, Inc.
Nick Hall, PE, RSP
Flagstaff Section Director
515 N Beaver Street – Suite 100
Flagstaff, AZ 86001

ARTICLE 23. DISPUTE RESOLUTION

Except as otherwise provided herein, any dispute arising out of the Services which is not otherwise disposed of by separate agreement shall be decided by authorized TOWN staff, who shall mail or otherwise furnish a written decision to the CONSULTANT's authorized representative. Such decision by the TOWN shall be final unless the CONSULTANT, within thirty (30) calendar days after notice of the TOWN's decision, files with the TOWN a written protest stating clearly and in detail the

basis thereof. The CONSULTANT shall continue its performance under this Agreement during any such dispute resolution process.

ARTICLE 24. ACCOUNTING AND AUDITING

The CONSULTANT shall keep accurate and complete records in support of all payments hereunder in accordance with generally recognized accounting principles and practices. The TOWN or its audit representatives shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the Services. Such records shall be kept by the CONSULTANT and made available for one (1) year after completion of the Services or termination of this Agreement, whichever is earlier.

ARTICLE 25. NON-WAIVER

The failure of the TOWN to insist upon or enforce strict performance by the CONSULTANT of any of the provisions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of the TOWN's right to assert or rely upon such terms or rights on any future occasion.

ARTICLE 26. SEVERABILITY

Any provisions of this Agreement prohibited or rendered unenforceable by local, state, or federal law, or by the ruling of any court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

ARTICLE 27. VENUE AND GOVERNING LAW

This Agreement shall be deemed to have been made and entered into in Yavapai County, and shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona.

ARTICLE 28. ATTORNEYS' FEES

In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

ARTICLE 29. SAVINGS CLAUSE

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

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. CONFLICT-OF-INTEREST

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

ARTICLE 32. FEDERAL FUNDING

This Agreement is financed in whole or in part with Federal funds provided through the U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG") Program.

Federal Award Information:

- Federal Agency: U.S. Department of Housing and Urban Development (hereinafter HUD)
- Federal Program: Community Development Block Grant (hereinafter CDBG)
- Assistance Listing Number(s) (ALN): 14.218 / 14.225 / 14.228
- Federal Award Identification Number (FAIN): B25MC040521

The CONSULTANT acknowledges that Federal funds are being used to finance all or a portion of the services provided under this Agreement and agrees to comply with all applicable Federal statutes, regulations, Executive Orders, HUD requirements, and terms and conditions applicable to the CDBG award.

ARTICLE 33. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, EXECUTIVE ORDERS, AND HUD REQUIREMENTS

The CONSULTANT shall comply with all applicable Federal laws, regulations, Executive Orders, HUD requirements, and applicable provisions of the CDBG award, including, without limitation, the applicable provisions of:

(a) 2 CFR Part 200, including applicable provisions governing procurement and contracts, including 2 CFR § 200.327 and Appendix II to Part 200, as applicable;

(b) 24 CFR Part 570, including applicable provisions governing the Community Development Block Grant Program;

(c) applicable Federal civil rights and nondiscrimination requirements;

(d) applicable requirements concerning debarment and suspension;

(e) applicable requirements concerning lobbying and disclosure;

(f) applicable requirements concerning conflicts of interest;

(g) applicable Federal environmental requirements;

(h) applicable accessibility requirements;

(i) applicable Federal labor standards, if and to the extent applicable to particular work performed under this Agreement; and

(j) all other Federal requirements identified in the applicable HUD CDBG award, grant agreement, Federal Register notice, HUD guidance, or other applicable Federal authority, including the Build America, Buy America Act, 41 U.S.C. § 8301 note, and applicable implementing requirements, waivers, and notices, to the extent applicable to the services, materials, equipment, or activities performed under this Agreement.
In the event of a conflict between this Agreement and an applicable Federal requirement, the Federal requirement shall control to the extent required by law.

ARTICLE 34. COMPLIANCE WITH 2 CFR PART 200

The CONSULTANT shall comply with those requirements of 2 CFR Part 200 that are applicable to contractors and to the services performed under this Agreement, as well as any additional Federal requirements expressly imposed upon the CONSULTANT by this Agreement, the applicable CDBG award, or applicable Federal law.

The CONSULTANT shall comply with all applicable cost, procurement, recordkeeping, audit, reporting, and other requirements imposed upon the CONSULTANT by this Agreement or by Federal law or regulation.

Nothing in this Agreement shall be construed to make the CONSULTANT a subrecipient of Federal funds unless the CONSULTANT independently meets the definition of a subrecipient under applicable Federal law.

ARTICLE 35. REMEDIES FOR BREACH OF AGREEMENT AND NONCOMPLIANCE

For Agreements exceeding the applicable Federal simplified acquisition threshold, the CONSULTANT acknowledges that the TOWN may impose appropriate administrative, contractual, or legal remedies in instances in which the CONSULTANT violates or breaches any term of this Agreement, including applicable Federal requirements, consistent with Appendix II to 2 CFR Part 200.

Regardless of the Agreement amount, if the CONSULTANT fails to comply with applicable Federal requirements, the TOWN may, in addition to any other remedy available under this Agreement or applicable law:

(a) require corrective action;

(b) withhold payment;

(c) disallow costs;

(d) require repayment of improperly expended funds;

(e) suspend or terminate the Agreement;

(f) require replacement of an ineligible subcontractor;

(g) report the violation to HUD, the applicable pass-through entity, or another appropriate governmental agency; or

(h) pursue any other remedy authorized by Federal, State, or local law.

Such remedies are in addition to any remedies otherwise available to the TOWN under this Agreement, applicable law, or the Federal award.

ARTICLE 36. TERMINATION FOR CAUSE AND CONVENIENCE

To the extent required by applicable Federal law, including Appendix II to 2 CFR Part 200, the TOWN may terminate this Agreement for cause or convenience in accordance with the termination provisions contained in Article 12 of this Agreement.

Termination for cause may include, without limitation:

(a) failure by the CONSULTANT to comply with the terms of this Agreement;

(b) failure to comply with applicable Federal, State, or local requirements;

(c) failure to comply with applicable CDBG requirements;

(d) failure to perform services in accordance with the Agreement; or

(e) suspension, debarment, or ineligibility of the CONSULTANT to participate in Federal programs.

Termination for convenience may be exercised upon written notice in accordance with the Agreement's termination provisions in Article 12. Upon termination, the CONSULTANT shall be compensated only for services satisfactorily performed and costs otherwise allowable, allocable, and reasonable under this Agreement and applicable Federal requirements through the effective date of termination and for such other costs as may be permitted under the Agreement and applicable Federal requirements.

ARTICLE 37. NONDISCRIMINATION AND EQUAL OPPORTUNITY

The CONSULTANT shall comply with all applicable Federal nondiscrimination and equal opportunity requirements.

The CONSULTANT shall not discriminate in the performance of this Agreement on the grounds prohibited by applicable Federal law, including race, color, national origin, religion, sex, age, disability, or any other legally protected status applicable to the CDBG-funded activity.

The CONSULTANT shall comply with Section 109 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C. § 5309, and 24 CFR § 570.602. Section 109 prohibits discrimination on the basis of race, color, national origin, religion, or sex in programs and activities funded in whole

or in part with CDBG funds. The requirements concerning age discrimination and disability discrimination applicable to CDBG-assisted programs shall also be observed.

The CONSULTANT shall comply with applicable requirements of:

- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., and implementing regulations at 24 CFR Part 1;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, and implementing regulations at 24 CFR Part 8;
- the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101–6107, and implementing regulations at 24 CFR Part 146;
- the Americans with Disabilities Act of 1990, as amended, and applicable implementing regulations;
- the Fair Housing Act, as amended, 42 U.S.C. §§ 3601–3619, as applicable; and
- all other applicable Federal civil rights and equal opportunity laws and regulations applicable to the CDBG-funded activity.

To the extent applicable to the services provided under this Agreement, the CONSULTANT shall take reasonable steps to ensure meaningful access to its programs, services, and activities for persons with limited English proficiency, consistent with applicable Title VI requirements.

Nothing in this provision shall be interpreted to impose a requirement that is not otherwise applicable to the CONSULTANT or the services performed under this Agreement.

ARTICLE 38. SECTION 3 REQUIREMENTS

To the extent that the services or activities performed under this Agreement constitute a "Section 3 covered agreement" or otherwise fall within the scope of Section 3 requirements, the CONSULTANT shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 75.

The CONSULTANT shall cooperate with the TOWN in documenting and reporting Section 3 compliance and shall include applicable Section 3 requirements in subcontracts when required by Federal law or the CDBG award.

ARTICLE 39. LEAD-BASED PAINT

To the extent applicable to the CDBG-funded activity, the CONSULTANT shall comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. §§ 4821–4846, and HUD implementing regulations, including 24 CFR Part 35.

ARTICLE 40. CDBG CONFLICT-OF-INTEREST

Notwithstanding Article 31 of this Agreement, the CONSULTANT shall comply with all applicable Federal, State, and local conflict-of-interest requirements.

For CDBG-assisted activities, the CONSULTANT shall comply with applicable requirements of 2 CFR § 200.318(c) and 24 CFR § 570.611, together with any applicable State and local conflict-of-interest requirements.

The CONSULTANT shall disclose to the TOWN any actual, potential, or apparent conflict of interest arising in connection with the performance of this Agreement.

No person who is an employee, agent, consultant, officer, elected official, appointed official, or other person covered by applicable CDBG conflict-of-interest requirements shall obtain a financial interest or benefit from a CDBG-assisted activity or have a financial interest in this Agreement or a related subcontract when prohibited by applicable Federal requirements.

The CONSULTANT shall promptly notify the TOWN of any circumstance that may constitute a prohibited conflict of interest and shall cooperate in any review or corrective action required by the TOWN or HUD.

ARTICLE 41. DEBARMENT AND SUSPENSION

The CONSULTANT represents and warrants, to the best of its knowledge, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Federal transactions by any Federal department or agency.

The CONSULTANT shall comply with applicable requirements of 2 CFR Part 180, 2 CFR Part 200, and Executive Orders 12549 and 12689 concerning debarment and suspension.

The CONSULTANT shall not knowingly enter into any subcontract under this Agreement with a person or entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in Federal transactions.

The CONSULTANT shall immediately notify the TOWN if its status or the status of any applicable subcontractor changes during the term of this Agreement.

The TOWN shall not award this Agreement to a party listed on the government-wide exclusions in the System for Award Management (SAM), and the CONSULTANT shall not knowingly enter into any subcontract under this Agreement with a party listed on such exclusions, in accordance with 2 CFR Part 180 and 2 CFR § 200.214.

ARTICLE 42. RESTRICTIONS ON INTERNAL CONFIDENTIALITY AGREEMENTS

The CONSULTANT shall not require any employee, subcontractor, or other person performing work under this Agreement to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts such person from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information, to the extent prohibited by applicable Federal law.

Any confidentiality or nondisclosure agreement used in connection with this Agreement shall comply with applicable Federal whistleblower protections and shall not be construed to prohibit or restrict lawful disclosures protected by Federal law.

This provision shall be interpreted consistent with applicable Federal appropriations requirements and whistleblower protections governing the Federal award, including applicable requirements concerning nondisclosure agreements and reporting of waste, fraud, or abuse.

ARTICLE 43. WHISTLEBLOWER PROTECTIONS

The CONSULTANT shall comply with the whistleblower protections applicable to Federal awards under 41 U.S.C. § 4712.

An employee of the CONSULTANT, subcontractor, or other covered entity shall not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, gross waste of Federal funds, abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract or grant, when the disclosure is made to a person or body authorized under 41 U.S.C. § 4712.

The CONSULTANT shall inform its employees in writing of their rights and remedies under 41 U.S.C. § 4712, including the prohibition against reprisal for protected disclosures. The CONSULTANT shall provide such notice in the predominant native language of the workforce, as required by applicable Federal law.

The rights and remedies provided under 41 U.S.C. § 4712 shall not be waived by any agreement, policy, form, or condition of employment.

The CONSULTANT shall include applicable whistleblower protections in its subcontracts and shall require subcontractors to comply with applicable requirements of 41 U.S.C. § 4712, to the extent applicable.

The CONSULTANT shall promptly report to the TOWN any suspected fraud, waste, or abuse relating to the CDBG award or the performance of this Agreement of which the CONSULTANT becomes aware. The CONSULTANT shall cooperate with the TOWN in making any report or disclosure required by applicable Federal law or the CDBG award, including reports to the U.S. Department of Housing and Urban Development and its Office of Inspector General, as applicable.

ARTICLE 44. MANDATORY DISCLOSURES

The CONSULTANT shall promptly disclose in writing to the TOWN any credible evidence of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations potentially affecting the Federal award, or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733), arising in connection with the performance of this Agreement or the CDBG-funded activity.

The CONSULTANT shall cooperate with the TOWN in making any disclosure required by 2 CFR § 200.113 to the Federal awarding agency or pass-through entity, as applicable.

The CONSULTANT shall promptly provide the TOWN with any information reasonably necessary for the TOWN to comply with applicable Federal mandatory disclosure requirements.

Nothing in this provision shall be construed to limit any independent disclosure obligation imposed upon the CONSULTANT or any other person by applicable Federal law.

ARTICLE 45. BYRD ANTI-LOBBYING AMENDMENT

For Agreements exceeding $100,000, the CONSULTANT certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining this Federal contract, agreement, grant, or award.

The CONSULTANT shall disclose lobbying activities required to be disclosed under 31 U.S.C. § 1352 and shall execute and submit Standard Form-LLL, "Disclosure of Lobbying Activities," when required.

The CONSULTANT shall require the same certification and disclosure requirements from applicable subcontractors at each tier as required by Federal law.

ARTICLE 46. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The CONSULTANT shall comply with 2 CFR § 200.216 and applicable Federal restrictions on covered telecommunications and video surveillance equipment and services. The CONSULTANT shall not use Federal award funds to procure or obtain covered telecommunications equipment or services prohibited by applicable Federal law.

This requirement shall be included in applicable subcontracts and other lower-tier agreements when required by Federal law.

ARTICLE 47. ENVIRONMENTAL REQUIREMENTS

The CONSULTANT shall comply with all applicable Federal environmental requirements associated with the CDBG-funded activity.

The CONSULTANT shall not undertake or authorize activities in a manner that would cause the TOWN to violate applicable HUD environmental review requirements, including applicable requirements under the National Environmental Policy Act and 24 CFR Part 58.

The CONSULTANT shall promptly notify the TOWN of any proposed change in the scope, location, design, materials, or method of performance that could affect the environmental review or environmental conditions applicable to the CDBG-funded activity.

The CONSULTANT shall not undertake activities requiring additional environmental clearance or approval until authorized in writing by the TOWN.

ARTICLE 48. ACCESSIBILITY

The CONSULTANT shall comply with applicable accessibility requirements, including Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Architectural Barriers Act of 1968, as amended, and applicable implementing regulations, and applicable HUD regulations, to

the extent applicable to the services, facilities, documents, or activities performed under this Agreement.

ARTICLE 49. IMMIGRATION REQUIREMENTS

The CONSULTANT shall comply with all applicable Federal immigration restrictions and requirements that apply to the services performed under this Agreement or to the use of CDBG funds, including applicable eligibility and verification requirements under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended, 8 U.S.C. §§ 1601–1646 (hereinafter PRWORA), and applicable requirements established by HUD, the U.S. Department of Justice, U.S. Citizenship and Immigration Services, or other Federal authority pursuant to PRWORA, Executive Order 14218, or other applicable Federal immigration laws or Executive Orders.

The CONSULTANT shall not use CDBG funds in a manner that, by design or effect, facilitates the subsidization or promotion of illegal immigration or materially impedes enforcement of applicable Federal immigration statutes or regulations.

To the extent the CONSULTANT provides, administers, or assists in administering a Federal public benefit subject to PRWORA, the CONSULTANT shall comply with applicable eligibility and verification requirements, including use of the Systematic Alien Verification for Entitlements ("SAVE") Program, or an equivalent verification system approved by the Federal Government, when required by Federal law, HUD requirements, or the CDBG award.

The CONSULTANT shall include applicable requirements of this Article in its subcontracts when required by Federal law, HUD requirements, or the CDBG award.

ARTICLE 50. VIOLENCE AGAINST WOMEN ACT

The CONSULTANT shall comply with the applicable requirements of 34 U.S.C. § 12495 concerning the right of victims of domestic violence, dating violence, sexual assault, and stalking to report crimes and emergencies and to obtain assistance without being subject to adverse consequences based on the victim's status as a victim of such violence, to the extent applicable to the services performed under this Agreement or the CDBG-funded activity.

The CONSULTANT shall not establish or implement policies or practices in connection with the performance of this Agreement that are prohibited by 34 U.S.C. § 12495. The CONSULTANT shall include applicable requirements of this Article in subcontracts when required by Federal law, the CDBG award, or the nature of the services performed.

ARTICLE 51. THIRD-PARTY CLAIMS AND NO OBLIGATION BY FEDERAL GOVERNMENT

Nothing in this agreement shall be construed as creating or justifying any claim against the Federal Government or the TOWN by any third party.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the TOWN, CONSULTANT, or any other party pertaining to any matter resulting from the Agreement.

The CONSULTANT acknowledges that payment under this Agreement is subject to the availability of appropriated funds and the continued availability of CDBG funds for the purposes of this Agreement.

The TOWN shall not be obligated to pay the CONSULTANT for costs that are not allowable, allocable, and reasonable under applicable Federal requirements or that are otherwise prohibited by the terms of the CDBG award.

ARTICLE 52. ACCESS TO RECORDS AND RECORDS RETENTION

The following access to records requirements apply to this Agreement:

The CONSULTANT shall provide the TOWN, HUD, the Federal awarding agency, the applicable pass-through entity, the Comptroller General of the United States, and any of their authorized representatives access to books, documents, papers, and records of the CONSULTANT that are directly pertinent to this Agreement for the purpose of audits, examinations, excerpts, and transcriptions.

The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

To the extent applicable to the services performed, the CONSULTANT shall provide reasonable access to locations where CDBG-funded services are being performed when requested by the TOWN, HUD, or another authorized governmental representative for monitoring, inspection, or compliance purposes.

The CONSULTANT shall retain records for the period required by applicable Federal law, including 2 CFR § 200.334, and any longer period required by the applicable CDBG award, State or local law, audit requirements, litigation, claims, or other applicable requirements.

ARTICLE 53. AUDIT

Notwithstanding Article 24 of this Agreement, the CONSULTANT shall cooperate with audits, monitoring, reviews, and examinations conducted by the TOWN, HUD, the Federal awarding agency, the applicable pass-through entity, or other authorized governmental entities.

If the CONSULTANT is subject to the Federal Single Audit Act and 2 CFR Part 200, Subpart F, the CONSULTANT shall comply with applicable requirements.

The CONSULTANT shall promptly provide the TOWN with copies of any audit findings, management decisions, corrective action plans, or other audit-related documents relating to CDBG funds or the services performed under this Agreement.

ARTICLE 54. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY

The CONSULTANT shall provide the TOWN with such information concerning the CONSULTANT, its ownership, executive compensation, subcontractors, and other matters as may be reasonably requested by the TOWN to satisfy applicable Federal reporting and transparency requirements, including requirements under 2 CFR Part 25, 2 CFR Part 170, and the Federal Funding Accountability and Transparency Act, as applicable to this Agreement or the CONSULTANT.

The CONSULTANT shall timely provide such information and certifications as reasonably requested by the TOWN to enable the TOWN to comply with applicable Federal reporting requirements associated with the CDBG award, including requirements relating to the System for Award Management (SAM.gov), Unique Entity Identifier (UEI), subcontractors, and executive compensation, to the extent applicable.

The CONSULTANT shall cooperate with the TOWN in providing information necessary for Federal award reporting, including information concerning subcontracts and lower-tier agreements, to the extent required by applicable Federal law or the CDBG award.

ARTICLE 55. SUBCONTRACTS AND FEDERAL FLOW-DOWN

Notwithstanding Article 20 of this Agreement, the CONSULTANT shall not subcontract any portion of the services except as authorized by the TOWN.

The CONSULTANT shall include in each applicable subcontract the Federal provisions and requirements required by Federal law, regulation, the applicable CDBG award, or this Agreement to be flowed down to that subcontract.

The CONSULTANT shall cooperate with the TOWN in implementing applicable requirements of 2 CFR § 200.321 and, when required by this Agreement, the applicable CDBG award, or Federal law, shall take affirmative steps in its subcontracting activities to provide appropriate consideration to small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

The CONSULTANT shall remain responsible for the performance of its subcontractors and for compliance with all applicable Federal requirements.

The TOWN's approval of a subcontractor shall not relieve the CONSULTANT of any responsibility or liability under this Agreement.

ARTICLE 56. CHANGES IN FEDERAL REQUIREMENTS

The CONSULTANT shall comply with amendments to applicable Federal laws, regulations, HUD requirements, and CDBG award conditions that become applicable to the Agreement during its performance, to the extent required by law or the terms of the Federal award.

The TOWN may amend this Agreement as reasonably necessary to incorporate mandatory Federal requirements or changes imposed by HUD or another Federal agency.

ARTICLE 57. FEDERAL REQUIREMENTS INCORPORATED BY REFERENCE

The following authorities are incorporated into this Agreement by reference to the extent applicable:

- 2 CFR Part 200, including applicable procurement standards and contract requirements under 2 CFR §§ 200.317–200.327;
- 2 CFR §§ 200.113, 200.214, 200.216, 200.318, 200.321, 200.322, and 200.323, as applicable;

- Appendix II to 2 CFR Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, to the extent applicable to this Agreement;
- 24 CFR Part 570, including applicable provisions governing the Community Development Block Grant Program;
- Build America, Buy America Act, 41 U.S.C. § 8301 note, and applicable implementing requirements, waivers, and HUD notices, to the extent applicable to the services, materials, equipment, or activities performed under this Agreement;
- 24 CFR §§ 570.602 and 570.611, as applicable;
- 24 CFR Part 75, Section 3 requirements, as applicable;
- 24 CFR Part 35, Lead-Based Paint requirements, as applicable;
- Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended, Title IV, 8 U.S.C. §§ 1601–1646, and applicable requirements of Executive Order 14218, as incorporated into the CDBG Federal award;
- Section 109 of the Housing and Community Development Act of 1974, 42 U.S.C. § 5309, and applicable implementing regulations;
- Section 3 of the Housing and Urban Development Act of 1968, as amended, and applicable implementing regulations;
- applicable HUD CDBG notices, grant agreements, Federal award terms and conditions, and program requirements; and
- applicable Federal statutes, regulations, Executive Orders, and other Federal requirements governing the CDBG-funded activity, as amended or superseded from time to time and to the extent applicable.

Where a requirement listed above is expressly conditioned upon a particular contract amount, type of work, funding source, or other circumstance, that requirement shall apply only when the condition is satisfied.

ARTICLE 58. ORDER OF PRECEDENCE

If a conflict exists between this Agreement and a mandatory Federal requirement applicable to the Agreement, the mandatory Federal requirement shall control to the extent necessary to comply with Federal law or the terms of the applicable Federal award.

1. Federal statutes and regulations applicable to the Federal award;
2. Applicable mandatory HUD requirements and Federal award terms and conditions;
3. This Agreement;
4. Other incorporated documents, unless otherwise specified.

Nothing in this section shall be construed to require the CONSULTANT to comply with a Federal requirement that is not applicable to the Agreement or the services being performed.

ARTICLE 59. CERTIFICATION OF COMPLIANCE

By executing this Agreement, the CONSULTANT certifies that it has reviewed Articles 32 through 58 of this Agreement and acknowledges its obligation to comply with the Federal requirements applicable to the services in this engagement.

The CONSULTANT further certifies that all information and certifications provided in connection with the Agreement are true and correct to the best of its knowledge and that it will promptly notify the TOWN if any certification becomes inaccurate during the term of the Agreement.

ARTICLE 60. SURVIVAL

The CONSULTANT'S obligations concerning records, access to records, audits, Federal reporting, repayment of disallowed or improperly expended funds, confidentiality where applicable, intellectual property, and other obligations that by their nature should survive termination shall survive the expiration or termination of this Agreement.

****

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement by their duly authorized representatives on the day and year first-above written.

TOWN:
Town of Prescott Valley,
a municipal corporation of Arizona

BY: Kell Palguta, Mayor

ATTEST:

BY: Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

BY: Ivan Legler, Town Attorney

CONSULTANT:
Burgess & Niple, Inc.
a(n) Ohio Corporation

BY: Signature

Christopher B. Lemka, Vice President
Print Name & Title

Attachment A
Scope of Work

Scope of Work – Design Engineering Services

Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements
Town of Prescott Valley, Arizona

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1. Project Overview

The Town of Prescott Valley is seeking professional engineering services for the design of a traffic signal and associated improvements at the intersection of Lake Valley Road & Lakeshore Drive.

This project is a priority implementation element of the Town's **Safe Streets for All (SS4A) Safety Action Plan** and focuses on enhancing the intersection control at one of the main intersections along the Lakeshore Drive corridor.

2. Project Limits

- **Intersection:** Lake Valley Road & Lakeshore Drive

3. Project Elements

The design shall include, but is not limited to:

3.1 Intersection Improvements

Installation of a traffic signal at the Lake Valley Road & Lakeshore Drive intersection.

- Removal of the existing RRFB pedestrian crossing and associated equipment.
- Revision of pedestrian facilities, as needed.
- Evaluation of northbound approach geometry in consideration of future full section of minor arterial classified Lake Valley Road.

3.2 Roadway & Multimodal Improvements

- Sidewalk, curb, and gutter in immediate vicinity, as needed.
- ADA- & PROWAG-compliant curb ramps and crossings, including audible pedestrian push buttons
- Pavement widening and/or restriping, as needed.
- Median and lane geometry adjustments.

3.3 Supporting Infrastructure

- Drainage improvements and adjustments
- Traffic signal design, including removal of existing equipment
- Signing and striping updates
- Street lighting evaluation (if applicable)

4. Scope of Services

Task 1 – Project Management & Coordination

- Project kickoff meeting
- Monthly progress meetings
- Schedule and budget tracking
- Coordination with Town staff and stakeholders

Task 2 – Data Collection & Existing Conditions

- Topographic survey (including ROW and utilities)
- Utility coordination (SUE as needed)
- Review of existing plans, traffic data, and crash data
- ADA and pedestrian facility assessment
- Drainage evaluation

Task 3 – Traffic Engineering Analysis

The Town has already conducted Traffic Signal Warrant Analyses at the Lake Valley Road & Lakeshore Drive intersection. Additional traffic engineering analyses should be conducted to determine:

- Intersection evaluations for positive offset design (westbound left-turn)
- Intersection sight distance analysis
- Turn-lane storage and taper analysis
- Traffic operations and safety review
- Vehicle turn models
- Signal phasing analysis (protected, permissive, overlaps...)
- Development of traffic control concepts

Task 4 – Conceptual Design (30%)

- Develop intersection conceptual alternatives
- Evaluate geometric layouts to accommodate intersectional signalization
- Identify ROW impacts and constraints
- Preliminary drainage concepts
- Cost estimate (planning level)

Deliverable: 30% Plans + Cost Estimate + Technical Memo

Task 5 – Preliminary Design (60%)

- Refined roadway and intersection geometry
- Preliminary grading and drainage design
- Utility conflict identification and coordination
- ADA compliance design
- Traffic signal, signing, and striping concepts
- Updated cost estimate

Deliverable: 60% Plans + Cost Estimate

Task 6 – Final Design (90% & 100%)

- Final roadway design (plans, profiles, cross-sections)
- Final drainage reports and design
- Final traffic signal and ITS design
- Signing, striping, and pavement marking plans
- SWPPP and erosion control plans
- Technical specifications (MAG/ADOT/Quad City compliant)
- Final engineer's opinion of probable construction cost
- Identify construction phasing and any temporary traffic control requirements

Deliverables:

- 90% Plans (for review)
- 100% Final Bid-Ready Plans, Specs, and Estimate (PS&E)

Task 7 – Right-of-Way & Utility Coordination

- ROW verification and mapping
- Easement identification (if needed)
- Utility relocation coordination
- Support Town with acquisition exhibits (if required)

Task 8 – Permitting & Agency Coordination

- Coordination with:
  - ADOT (if applicable)
  - Utility providers
- Environmental and drainage compliance documentation
- FEMA coordination if impacts identified

5. Deliverables

- 30%, 60%, 90%, and 100% plan sets
- Engineer's Opinion of Probable Cost (each phase)
- Drainage report/statement
- Traffic analysis memorandum
- Utility coordination documentation
- Final PS&E package

6. Design Standards

All design shall comply with:

- MAG Standard Specifications & Details
- ADOT Roadway Design Guidelines (as applicable)
- Quad City General Engineering Standards
- ADA Accessibility Guidelines (PROWAG)
- Town of Prescott Valley standards
- SS4A Safety Action Plan recommendations

7. Key Considerations & Constraints

Design shall account for:

- Right-of-way limitations
- Utility conflicts and relocations
- High traffic volumes during construction
- Drainage impacts and potential permitting
- Cost control and phasing opportunities
- Public and stakeholder impacts

8. Project Schedule

The consultant shall develop a detailed schedule aligned with:

- **Design Phase Target:** FY2027
- **Construction Phase Target:** FY2028

9. Estimated Design Budget

- **Design Engineering Services:** ~$100,000 (programmed)

10. Success Criteria

- Improved intersection safety through signalization and associated improvements
- ADA- & PROWAG-compliant crossing for existing MUP
- Reduced crash risk consistent with SS4A goals
- Constructible, cost-effective design ready for delivery

Exhibit 'A'
Proposal

BURGESS & NIPLE

515 N Beaver St | Suite 100 | Flagstaff, AZ 86001 | 928.395.1988

Mr. Parker Murphy, PE
Town Traffic Engineer
Town of Prescott Valley
7401 Civic Cir.
Prescott Valley, AZ 86314

Re: Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements

October 5, 2026

Dear Mr. Murphy:

Please find attached the proposal for the evaluation and design for the Town of Prescott Valley Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements Project.

The fee is based on a lump sum amount of $155,550.32. Total fee was developed from the anticipated hours and expenses per task as found in the fee derivation. Invoice amounts will be based upon percent complete upon the end of the month being invoiced. The fee derivation is attached.

The Town has requested services to be provided by Burgess & Niple through cooperative use of Contract No. 2024-005 between the City of Prescott and Burgess & Niple according to Section 3-04-090 of the Town Procurement Code. All pricing, terms, and conditions referenced herein are in accordance with City of Prescott Contract# 2024-005.

Please do not hesitate to contact us with any questions. We look forward to partnering with the Town of Prescott Valley and delivering this project with you.

Respectfully,

Christopher B. Lemka, PE
Vice President
Chris.Lemka@burgessniple.com

Nick Hall, PE, RSP_{2B}
Flagstaff Section Director
Nick.Hall@burgessniple.com

Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements

Project Number CS2704

Design Phase Services

Project Understanding

The Town of Prescott Valley (TOWN) has requested professional engineering services from Burgess & Niple (B&N) to design improvements for the Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements Project (PROJECT). This contract develops the PROJECT through 100% sealed plans and post-design phase services.

The scope of work necessary to complete design phase services is stated herein. The Scope of Work is accompanied by the following attachments:

- **Attachment A** – Town of Prescott Valley Project Scope
- **Attachment B** – Entellus Fee Proposal
- **Attachment C** – Field Data Services of Arizona Proposal

Project Location and Proposed Improvements

The PROJECT is located at the intersection of Lake Valley Road and Lakeshore Drive in Prescott Valley, Arizona. Scope of work is based upon the document provided by the TOWN (**Attachment A**).

The intersection is currently stop-controlled for the northbound approach and includes a RRFB pedestrian crossing on the west leg. B&N understands that the TOWN has conducted a traffic signal warrant analysis and signalization of the intersection is recommended to enhance the intersection control. The TOWN has selected B&N to conduct additional traffic engineering analysis and design a traffic signal system and associated intersection/roadway improvements. The existing RRFB pedestrian crossing will be removed with the new traffic signal, and the intersection updates will include roadway and multimodal improvements that consider traffic safety, pedestrian crossings and the adjacent MUP. The removed RRFB equipment will be salvaged to the Town.

Preliminary Milestone Schedule

Milestone	Date
Receive NTP	TBD
Conceptual Design & Traffic Analysis Memo (30%) Submittal	NTP + 3 Months
Preliminary Design (60%) Submittal	NTP + 6 Months
Final Design: 90% Submittal	NTP + 8 Months
Final Design: 100% Submittal	NTP + 10 Months

Project Scope of Work

Task 1: Project Management & Coordination

Project Kickoff Meeting: B&N will work with the TOWN Project Manager (PM) to schedule a project kick-off meeting (KOM) following NTP. B&N will be responsible for preparing the KOM agenda, sign-in sheet, attending and facilitating the KOM, and submitting meeting notes to the TOWN PM. The kick-off meeting will take place virtually. The meeting is anticipated to last approximately one (1) hour and

will include TOWN staff and B&N's design team. B&N will send a meeting agenda to the TOWN PM a minimum of one (1) week prior to the meeting date for distribution. B&N will mark attendees present at the KOM. This attendance list will be sent to the TOWN with the meeting notes. B&N will prepare and send meeting notes to the TOWN PM within five (5) business days of the meeting occurrence for review. The TOWN will be responsible for distributing the meeting notes.

Monthly Progress Meetings: B&N will prepare for and conduct PROJECT progress meetings for the duration of the PROJECT. PROJECT progress meetings will take place approximately once a month, beginning two weeks after NTP through the duration of the PROJECT, estimated at 10 months. Meetings will be scheduled at least two weeks in advance. An estimated ten meetings, held in-person and virtually, are anticipated. Each meeting will last approximately one hour. B&N will have two representatives in attendance at each meeting. B&N will prepare meeting agendas one week in advance of the meeting. B&N will provide meeting summaries via email to the TOWN PM within five business days of the meeting occurrence for review.

Schedule and Budget Tracking: B&N will administer and coordinate the work of design team members and interface with the TOWN PROJECT team. Project administration encompasses the day-to-day operations of the PROJECT, including organizing and filing PROJECT data and communication files, responding to PROJECT correspondence including emails, preparation and submittal of monthly invoices to the TOWN, and schedule monitoring.

Coordination with Town Staff and Stakeholders: B&N will administer and coordinate the work of design team members and interface with the TOWN project team and other key stakeholders. PROJECT coordination and administration encompass the day-to-day operations of the PROJECT, including organizing and filing project data and communication files, responding to PROJECT correspondence including emails, preparation of regular monthly invoices, and schedule monitoring.

Task 2: Data Collection & Existing Conditions

Topographic Survey (Including ROW and Utilities): Subconsultant will perform supplemental land survey activities and tasks (**Attachment B**).

Traffic Counts: Subconsultant will perform supplemental traffic count collection activities and tasks (**Attachment C**).

Utility Coordination (SUE as Needed): B&N will pull a design ticket with AZ811 and marked utilities will be captured by survey subconsultant (**Attachment B**). The TOWN will provide geospatial data and relevant as-built utility information for the project limits.

Review of Existing Plans, Traffic Data, and Crash Data: B&N will review intersection as-builts to identify existing infrastructure that will need consideration for the intersection improvements. Existing traffic data, provided by the TOWN, will be reviewed to supplement the Task 3 scope. Additional traffic counts will be collected to capture current turning movement counts at the intersection and average daily traffic volumes on Lake Valley Road and Lakeshore Drive. The most recent three years of crash history will be reviewed to identify any safety considerations and to

supplement Task 3 and Task 4 scope. This crash data will be for 2022, 2023, and 2024 in the ACIS crash database and any additional data provided by the TOWN.

ADA and Pedestrian Facility Assessment: B&N will evaluate existing sidewalk ramps and pedestrian facilities, including the adjacent MUP and raised median crosswalk, to determine recommended improvements to meet current ADA standards. The assessment will consider the introduction of a traffic signal at the intersection and standards related to push button and crosswalk access.

Drainage Evaluation: B&N will review available studies and documents along with site conditions to establish existing drainage patterns and flows, and document proposed alterations to drainage patterns.

Task 3: Traffic Engineering Analysis

Intersection Evaluations for Positive Offset Design (Westbound Left-Turn): B&N will conduct a sight distance assessment to determine the required sight line distance for the westbound left turn movement. The assessment will be based on AASHTO A Policy on Geometric Design of Highways and Streets Intersection Sight Distance (Left Turn from Major Road) and will consider the Lakeshore Drive design speed of 35 mph. The site distance evaluation will identify the raised median and left turn lane geometry recommendations to achieve a positive offset westbound left turn lane.

Intersection Sight Distance Analysis: B&N will conduct an intersection sight distance assessment to determine the required sight lines for all intersection approaches. The assessment will be based on AASHTO A Policy on Geometric Design of Highways and Streets Intersection Sight Distance and will identify recommendations to improve sight visibility lines and traffic signal head visibility.

Traffic Operations and Safety Review: B&N will develop existing and design-year traffic volumes using the updated turning movement counts collected under Task 2 and the traffic growth factor provided by the TOWN Traffic Engineer (2% annual growth). The previously completed traffic signal warrant analysis will be used as the basis for evaluating alternative traffic control concepts and will not be repeated. Traffic operations will be evaluated using Synchro 12 software for the AM, Midday, and PM peak hours.

Vehicle Turn Models: B&N will develop vehicle turning templates for the intersection. This will include scenarios for the eastbound right turn, northbound right turn, northbound left turn, and westbound left turn to determine recommended raised median and curb line geometry. Primary focus will be for the northbound left turn movement turn model which will inform the raised median bullnose geometry on the intersection's west leg. The turn models will be developed for a WB-50 vehicle type.

Signal Phasing Analysis (Protected, Permissive, Overlaps, roundabout): B&N will develop and evaluate a signalized intersection alternative, including several feasible signal phasing concepts appropriate for the intersection geometry and traffic demand. Potential phasing concepts may include protected-permissive left-turn operation, protected-only left turns, and other phasing strategies deemed appropriate during the analysis such as a right turn overlap. Signal timing, level of service, vehicle delay, 95th-percentile queue lengths. A roundabout alternative will also be evaluated using SIDRA software.

Development of Traffic Control Concepts: B&N will review available crash history together with existing roadway geometry to identify operational and safety considerations. The evaluation will consider conflict point reduction, approach speeds, sight distance, intersection geometry, and accommodation of design vehicles. Recommendations will emphasize improvements that enhance safety while maintaining acceptable operations.

B&N will prepare a comparative evaluation of the signalized and roundabout alternatives considering safety, operational performance, conceptual right-of-way implications, and relative constructability. The results will be summarized in a technical memorandum and used to recommend a preferred intersection control alternative for advancement into conceptual design.

Turn-Lane Storage and Taper Analysis: Turn-lane storage lengths will be evaluated based on the Synchro traffic simulation model calculated 95th percentile queue length. Taper lengths will be determined according to the Manual of Uniform Traffic Control Devices (MUTCD).

Task 4: Conceptual Design (30%)

Develop Intersection Conceptual Alternatives: B&N will prepare conceptual design alternatives exhibits. Design alternatives are defined as combinations of lane assignment, signal phasing, median configuration, and approach-widening treatments, and up to four alternatives will be evaluated as part of this task. A one-page exhibit will be developed for each alternative. The intersection conceptual alternatives review will include conceptual design exhibits to allow reviewers to determine the progress of work, assess the design alternatives for traffic signal pole locations (based on utilities and right-of-way), and agree to the proposed design direction for construction plan production; no construction plans will be provided at this stage. The roundabout alternative will not be included in the conceptual design alternatives without a contract modification.

Evaluate Geometric Layouts to Accommodate Intersectional Signalization: Raised median and curb line geometric layouts will be evaluated to supplement the intersection conceptual alternatives described above.

Identify ROW Impacts and Constraints: Right-of-way impacts and constraints will be identified and evaluated to determine recommendations for signal pole placement and other infrastructure improvements at the intersection.

Preliminary Drainage Concepts: B&N will determine anticipated change in condition and expected flows based upon the conceptual alternatives developed in Task 4. It is anticipated that the only alternative that may produce more than negligible change in flows will include the widening of northbound Lake Valley Road. A preliminary drainage memo will document impacts of the proposed changes, if any, associated with the widening of northbound Lake Valley Road.

Cost Estimate (Planning Level): B&N will develop a planning level engineer's estimate of probable cost for construction of the PROJECT.

Task 5: Preliminary Design (60%)

Refined Roadway and Intersection Geometry: B&N will advance the proposed design selected at the 30% stage and produce a geometric layout, roadway removals, and proposed roadway improvements sheets budgeted at 1 sheet each.

Preliminary Grading and Drainage Design: B&N will produce the grading design that addresses on site drainage and construction notes and grading information will be provided on the proposed roadway improvements sheet.

Utility Conflict Identification and Coordination: B&N will create the utilities base map. Data will be obtained from the utility providers, survey and site visits. 60% plans will be sent to utility providers for review and confirmation of conflict identification.

ADA Compliance Design: B&N will design sidewalk and ramp infrastructure and traffic signal push button locations to comply with current ADA standards. This will include layouts to create level landings, maintain required maximum distances, and maintain acceptable sidewalk ramp slopes.

Traffic Signal, Signing, And Striping Concepts: B&N will prepare design and construction documents for traffic signal and lighting improvements at the Lakeshore Drive/Lake Valley Road intersection in conformance with Prescott Valley Code Article 16-01, Quad City Standard Details, and MUTCD standards. It is assumed that the Town has no ITS fiber interconnect or other remote connectivity for the proposed traffic signal. Separate ITS interconnect plans will not be prepared. It is also assumed that new street lighting will be limited only to the intersection, and the respective design will be included on the traffic signal plans. Separate, standalone street lighting plans and photometric analysis will not be prepared. Traffic signal and street lighting plans will be included with the 60% submittal and will include:

- Intersection layout
- Pole/foundation/pull box schedules
- Conductor schedule and details

Plan sheets will be prepared at an appropriate scale (1"=20'). The number of sheets for the 60% submittal is estimated as:

Cover Sheet / General Notes	1 Sheet
Legend / Abbreviations / Power Service Notes	1 Sheet
Preliminary Traffic Signal Intersection Layout Plan	1 Sheet
Preliminary Traffic Signal Conductor Schedule / Details	1 Sheet
Total	**4 Sheets**

B&N will prepare design and construction documents for signing and pavement markings along Lakeshore Drive and Lake Valley Road in conformance with the requirements of the MUTCD, Prescott Valley Code Article 16-01, and Quad City Standard Details. It is assumed that the signing and pavement marking improvements will include no more than 500' on each intersection leg to ensure

proper tie-ins. Signing and pavement marking plans will be included with the 60% submittal and will include:

- Signing and pavement markings plan sheets for each intersection approach
- Signing and pavement marking intersection detail sheet

Plan sheets will be prepared at an appropriate scale (1"=20') in accordance with TOWN standards. The number of sheets for each submittal is estimated as:

Cover Sheet / General Notes / Legend	1 Sheet
Preliminary Signing / Marking Plan Sheets	3 Sheets
Preliminary Intersection Signing / Marking Detail Sheet	1 Sheet
Total	**5 Sheets**

Updated Cost Estimate: B&N will update and refine the planning level engineer's estimate of probable cost for construction of the PROJECT.

Identify Construction Phasing and Any Temporary Traffic Control Requirements: B&N will prepare a conceptual construction phasing exhibit and maintenance of traffic descriptions to assist the TOWN with developing specifications for temporary traffic control requirements. Full temporary traffic control/maintenance of traffic plans will be excluded.

Task 6: Final Design (90% & 100%)

Final Roadway Design (Plans, Profiles, Cross-Sections): B&N will revise the plan sheets submitted at 60% and add a profile view and cross sections. Plan sheets will include geometric layout, roadway removals, proposed roadway improvements, and cross sections budgeted at 1 sheet each.

Final Drainage Reports and Design: B&N will refine the grading design based on 60% submittal comments and update the drainage memo to reflect the current design to a final level memo.

Final Traffic Signal and ITS Design: B&N will prepare 90% and 100% design and construction documents following the resolution of 60% comments. The final traffic signal, street lighting, and ITS design plans will advance from the 60% stage and will include the following sheets:

Cover Sheet / General Notes	1 Sheet
Legend / Abbreviations / Power Service Notes	1 Sheet
Final Traffic Signal Intersection Layout Plan	1 Sheet
Final Traffic Signal Conductor Schedule / Details	1 Sheet
Total	**4 Sheets**

Signing, Striping, and Pavement Marking Plans: B&N will prepare 90% and 100% design and construction documents following the resolution of 60% comments. The final design plans will advance from the 60% stage and will include the following sheets:

Cover Sheet / General Notes / Legend	1 Sheet
Final Signing / Marking Plan Sheets	3 Sheets
Final Intersection Signing / Marking Detail Sheet	1 Sheet
Total	**5 Sheets**

Submittal documents will be reviewed for completeness, accuracy, and constructability prior to submittal to the TOWN by a senior B&N engineer.

SWPPP and Erosion Control Plans: B&N will prepare an erosion control plan cover, plan view sheet, and detail sheet for the project.

Technical Specifications (MAG/ADOT/Quad City Compliant): B&N will develop special provisions through PROJECT development.

Final Engineer's Opinion of Probable Construction Cost: B&N will develop an engineer's estimate of probable cost for construction of the PROJECT.

Task 7: Right-of-Way & Utility Coordination

ROW Verification and Mapping: Right-of-way acquisitions are not anticipated. B&N will perform related activities as follows:

- Existing right-of-way will be developed by subconsultant as part of Task 2 as described above.

Easement Identification (If Needed): B&N will identify potential temporary construction easements in CADD and coordinate with the TOWN PM.

Utility Relocation Coordination: B&N will conduct a one-on-one meeting with each utility owner. It is anticipated that six separate utility providers will be involved with the PROJECT, resulting in six one-on-one meetings. B&N will prepare agenda, sign-in, and meeting summaries for meetings.

Task 8: Permitting & Agency Coordination

Utility Coordination: B&N will solicit letters for conflict review from utility providers involved in the PROJECT and provide the letters to the TOWN.

B&N will coordinate power service for proposed traffic signal improvements with adjacent power utility, which is assumed to be APS.

Environmental and Drainage Compliance Documentation: B&N will provide a 1-page memo documenting environmental and drainage compliance for the proposed design.

Assumptions

1. The TOWN will provide all available site utility information and record drawing/as-built documents.

Project Exclusions

1. Support TOWN with Acquisition Exhibits
2. FEMA Coordination
3. PS&E development of roundabout alternative
4. Construction administration and inspection
5. Record drawing development
6. ADEQ ATC and AOC;
7. ADEQ NOI and DA;
8. Paying for permits
9. Geotechnical investigation/analysis
10. Environmental investigation/clearance
11. Photometric analysis
12. Post design services
13. Development of public outreach exhibits

Derivation of Cost / Labor Hour Estimate

TOWN OF PRESCOTT VALLEY

Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements

SCOPE ITEM		B&N LABOR										EXPENSES				
		SENIOR PROJECT MANAGER	ENGINEER 5	ENGINEER 3	ENGINEER 2	PROJECT ADMIN	TOTAL HOURS	TOTAL SHEETS	HOUR PER SHEET	B&N LABOR COST	MILES	ENTELLUS	FIELD DATA SERVICES OF ARIZONA	TOTAL EXPENSES	TOTAL FEE
		$240/hr	$190/hr	$170/hr	$145/hr	$140/hr					$0.585/MI				
Task 1	**Project Management & Coordination**														**$ 13,360.00**
	Project Kickoff Meeting	2	1		2		5			$ 960.00				$ -	$ 960.00
	Monthly Progress Meetings	10	10				20			$ 4,300.00				$ -	$ 4,300.00
	Schedule and Budget Tracking	8				8	16			$ 3,040.00				$ -	$ 3,040.00
	Coordination with Town Staff and Stakeholders	10	14				24			$ 5,060.00				$ -	$ 5,060.00
Task 2	**Data Collection & Existing Conditions**														**$ 23,050.32**
	Topographic Survey (Including ROW and Utilities)						0			$ -		$ 14,237.32		$ 14,237.32	$ 14,237.32
	Traffic Counts						0			$ -			$ 1,223.00	$ 1,223.00	$ 1,223.00
	Utility Coordination (SUE as Needed)		2		2		4			$ 670.00				$ -	$ 670.00
	Review of Existing Plans, Traffic Data, and Crash Data	2	8		16		26			$ 4,320.00				$ -	$ 4,320.00
	ADA and Pedestrian Facility Assessment	2	4				6			$ 1,240.00				$ -	$ 1,240.00
	Drainage Evaluation			8			8			$ 1,360.00				$ -	$ 1,360.00
Task 3	**Traffic Engineering Analysis**														**$ 32,550.00**
	Intersection Evaluations for Positive Offset Design (Westbound Left-Turn)		4		12		16			$ 2,500.00				$ -	$ 2,500.00
	Intersection Sight Distance Analysis		4		12		16			$ 2,500.00				$ -	$ 2,500.00
	Turn-Lane Storage and Taper Analysis	2	10		20		32			$ 5,280.00				$ -	$ 5,280.00
	Traffic Operations and Safety Review	2	14		28		44			$ 7,200.00				$ -	$ 7,200.00
	Vehicle Turn Models		6		12		18			$ 2,880.00				$ -	$ 2,880.00
	Signal Phasing Analysis (Protected, Permissive, Overlaps...)	2	10		18		30			$ 4,990.00				$ -	$ 4,990.00
	Development of Traffic Control Concepts	2	14		28		44			$ 7,200.00				$ -	$ 7,200.00
	PS&E							3	30.0						**$ 81,630.00**
Task 4	**Conceptual Design (30%)**														**$ 16,820.00**
	Develop Intersection Conceptual Alternatives	2	14		20		36	3	12	$ 6,040.00				$ -	$ 6,040.00
	Evaluate Geometric Layouts to Accommodate Intersectional Signalization	2	10		20		32			$ 5,280.00				$ -	$ 5,280.00
	Identify ROW Impacts and Constraints	2			4		6			$ 1,060.00				$ -	$ 1,060.00
	Preliminary Drainage Memo			16			16			$ 2,720.00				$ -	$ 2,720.00
	Cost Estimate (Planning Level)	4	4				8			$ 1,720.00				$ -	$ 1,720.00
Task 5	**Preliminary Design (60%)**														**$ 33,810.00**
	Refined Roadway and Intersection Geometry	2	4		22		28	3	9	$ 4,430.00				$ -	$ 4,430.00
	Preliminary Grading and Drainage Design		2		6		8			$ 1,250.00				$ -	$ 1,250.00
	Utility Conflict Identification and Coordination			4			4			$ 680.00				$ -	$ 680.00
	ADA Compliance Design	2	4		10		16			$ 2,690.00				$ -	$ 2,690.00
	Traffic Signal, Signing, and Striping Concepts	10	36		72		118	9	13	$ 19,680.00				$ -	$ 19,680.00
	Updated Cost Estimate		4				4			$ 760.00				$ -	$ 760.00
	Identify Construction Phasing and Any Temporary Traffic Control Requirements	2	8		16		26	1	26	$ 4,320.00				$ -	$ 4,320.00
Task 6	**Final Design (90% & 100%)**														**$ 31,000.00**
	Final Roadway Design (Plans, Profiles, Cross-Sections)		8		24		32	4	8	$ 5,000.00				$ -	$ 5,000.00
	Final Drainage Memo			4			4			$ 680.00				$ -	$ 680.00
	Final Traffic Signal and ITS Design	4	16		32		52	4	13	$ 8,640.00				$ -	$ 8,640.00
	Signing, Striping, and Pavement Marking Plans	4	18		44		66	5	13	$ 10,760.00				$ -	$ 10,760.00
	SWPPP and Erosion Control Plans			18			18	2		$ 3,060.00				$ -	$ 3,060.00
	Technical Specifications (MAG/ADOT/Quad City Compliant)	2	6				8			$ 1,620.00				$ -	$ 1,620.00
	Final Engineer's Opinion of Probable Construction Cost	2	4				6			$ 1,240.00				$ -	$ 1,240.00

Derivation of Cost / Labor Hour Estimate

SCOPE ITEM	TOWN OF PRESCOTT VALLEY Lake Valley Road & Lakeshore Drive Traffic Signal Design & Roadway Improvements	B&N LABOR									EXPENSES				TOTAL FEE
		SENIOR PROJECT MANAGER $240/hr	ENGINEER 5 $190/hr	ENGINEER 3 $170/hr	ENGINEER 2 $145/hr	PROJECT ADMIN $140/hr	TOTAL HOURS	TOTAL SHEETS	HOUR PER SHEET	B&N LABOR COST	MILES $0.585/MI	ENTELLUS	FIELD DATA SERVICES OF ARIZONA	TOTAL EXPENSES	
Task 7	**Right-of-Way & Utility Coordination**														**$ 1,910.00**
	ROW Verification and Mapping				2		2			$ 290.00				$ -	$ 290.00
	Easement Identification (If Needed)		2				2			$ 380.00				$ -	$ 380.00
	Utility Relocation Coordination	2	4				6			$ 1,240.00				$ -	$ 1,240.00
Task 8	**Permitting & Agency Coordination**														**$ 3,050.00**
	Utility Coordination	2		4	6		12			$ 2,030.00				$ -	$ 2,030.00
	Environmental and Drainage Compliance Documentation			6			6			$ 1,020.00				$ -	$ 1,020.00
	TOTAL ALL TASKS	**84**	**245**	**60**	**428**	**8**	**825**	**34**		**$ 140,090.00**	**0 MI**	**$ 14,237.32**	**$ 1,223.00**	**$ 15,460.32**	**$155,550.32**

Entellus
3033 N. 44th Street, Suite 250, Phoenix, AZ 85018
(602) 244-2566 www.entellus.com

Burgess & Niple
Entellus Project Number **460.029**

Town of Prescott Valley
Lake Valley Rd & Lakeshore Dr

Town of Prescott Valley
Lake Valley Road & Lakeshore Drive Traffic Signal & Roadway Improvements

SCOPE OF WORK
EXHIBIT "A"
July 8, 2026

GENERAL SCOPE

Entellus will provide land surveying services for mapping to support the design of intersection improvements including new traffic signals and roadway improvements at the intersection of Lake Valley Road and Lakeshore Drive in Prescott Valley.

PHASE 1 SURVEY TASKS

1.1 *Control Survey & Base Drawing*
Entellus' field staff will locate all section corner and street monuments along with and adjacent to the project area. The survey will be tied horizontally to the latest iteration of the North American Datum of 1983 (NAD83) and scaled to obtain accurate ground distances. This information will be used to generate centerline / monument lines, adjacent property lines and right-of-way lines within the project area to create a base drawing for the project. Elevations will be tied to National Geodetic Survey (NGS) benchmark points on the North American Vertical Datum of 1988 (NAVD88).

1.2 *Topographic Survey*
The primary area of work will be at the intersection of Lake Valley Road & Lakeshore Drive in Prescott Valley. Entellus will perform topographic survey of the intersection between the rights-of-way of Lake Valley & Lakeshore, 500' from the intersections each way, obtaining pavement and gutter elevations every 50-feet and at grade breaks. Surface utilities lying within the project area will also be located, along with the dips of any manholes or drainage available within the scope area.

1.3 *Bluestake Ticket*
Entellus will contact Arizona 811 and obtain all of the utility quarter section maps of the area and provide to the Client. This information will be integrated into the base drawing files. Entellus will ask for blue stake markings from Arizona 811, but these are not always provided by the provider for design projects.

DELIVERABLES

The final deliverables will include:

- Base AutoCAD drawing showing road centerlines, property lines, rights-of-way, and easements
- AutoCAD drawing of the topographic survey in 2D and 3D format

3033 N. 44th Street, Suite 250, Phoenix, AZ 85018
(602) 244-2566 www.entellus.com

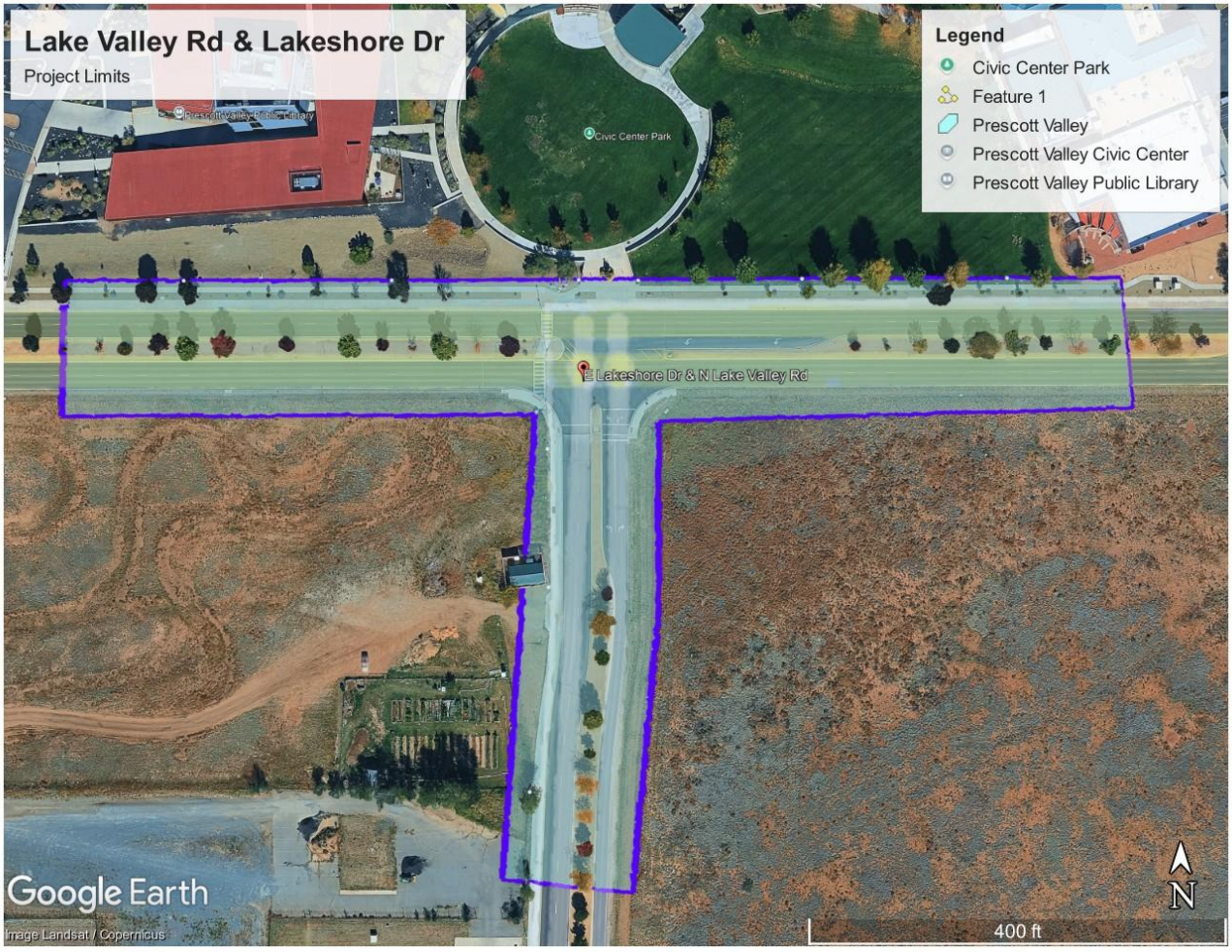
- Surface file used to generate contours
- Horizontal and vertical survey information including benchmark points

SCHEDULE

Entellus is available to start this project at Burgess & Niple's discretion. Field work can be completed approximately 3 weeks after notice to proceed, with base drawing deliverables provided 2 weeks afterwards. Legal description delivery to be negotiated when Burgess & Niple has determined the acquisition areas, but typically within 2 weeks. Delivery of AZ 811 maps may take longer. Final project schedule to be negotiated at notice to proceed.

FEE

Please see attached fee schedule. Project to be invoiced on a time and materials.



Entellus

3033 N. 44th Street, Suite 250, Phoenix, AZ 85018
(602) 244-2566
engineers@entellus.com
www.entellus.com

Burgess & Niple
Entellus Project 460.029
July 8, 2026

Town of Prescott Valley
Lake Valley Rd & Lakeshore Dr

PROJECT HOURS AND FEES

Task	WORK ITEM DESCRIPTION	Principal Surveyor $ 234.72	Survey Proj. Manager $ 162.61	Senior Designer $ 160.17	GIS Analyst $ 107.04	Admin. Assistant $ 95.85	Proj. Surv. LSIT $ 104.55	Survey Tech $ 89.18	Crew Chief $ 107.79	Total Hours	Total Amount	Lump Sum Fees
1	Survey Tasks	2	12	4	0	0	24	44	44	130	$ 14,237.32	$0.00
	1.1 Control Survey & Base Drawing	2	8				12	12	12	46	$ 5,388.56	
	1.2 Topographic Survey		2	4			8	24	24	62	$ 6,529.58	
	1.3 Bluestake Ticket & Locate		2				4	8	8	22	$ 2,319.18	
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TOTAL STAFF HOURS BASIC DESIGN SERVICES		2	12	4	0	0	24	44	44	130		
DIRECT LABOR COST		$ 469.44	$ 1,951.32	$ 640.68	$ -	$ -	$ 2,509.20	$ 3,923.92	$ 4,742.76		$14,237.32	
TOTAL STAFF HOURS FOR ADDITIONAL SERVICES ONLY		0	0	0	0	0	0	0	0	0		
ADDITIONAL LABOR COST		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$0.00	
TOTAL LUMP SUM FEES												$ -
TOTAL PROJECT COST (NOT TO EXCEED)											$14,237.32	

FIELD DATA SERVICES OF ARIZONA, INC.
520.316.6745

veracitytrafficgroup dba (Ca)

Attachment C of Proposal

Work Estimate

DATE: 6/29/2026
ESTIMATE #: 26-358
CITY: *Prescott Valley*
Prepared by: Sharon Morris

SERVICE PROVIDER - SUBCONTRACTOR	CUSTOMER
Field Data Services of Arizona, Inc. **Veracity Traffic Group (California)** 31894 Whitetail Ln. Temecula, CA 92592 Phone: 520.316.6745 Fax: 866.686.7612 www.fdsaz.com	**Ryan Hudson, PE, RSP1** **Burgess & Niple, Inc.** **1230 W Washington St, Suite 511** **Tempe, AZ 85288** **p 480.358.8354** Ryan.Hudson@burgessniple.com

PROJECT DESCRIPTION: BN project #:

ITEM TYPE	DESCRIPTION	DAYS	RATE	TOTAL
	WEEKDAY TMC COUNT (2-HR, AM, 2-HR MID-DAY, 2-HR PM)			$ -
TMC	LAKESHORE DR & LAKE VALLEY RD	1	$461.00	$ 461.00
	WEEKDAY 48-HOUR BI-DIRECTIONAL VOLUME COUNT			$ -
ADT	LAKESHORE DR WEST OF LAKE VALLEY RD	2	$127.00	$ 254.00
ADT	LAKESHORE DR EAST OF LAKE VALLEY RD	2	$127.00	$ 254.00
ADT	LAKE VALLEY RD SOUTH OF LAKESHORE DR	2	$127.00	$ 254.00
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			TOTAL	**$ 1,223.00**

Town of Prescott Valley
Public Works Department

7501 E. Skoog Blvd.
Prescott Valley
Arizona 86314

CIP #CS2704 – LAKESHORE DR & LAKE VALLEY RD INTERSECTION

S.A.V.E. COOPERATIVE PURCHASING AGREEMENT
CITY OF PRESCOTT – ON-CALL PROFESSIONAL SERVICES FY24-FY29
CONTRACT# 2024-005

DATE: October 22, 2026

REQUEST: Lakeshore Dr & Lake Valley Rd Intersection – Cooperative Purchasing Agreement

PROJECT: CIP # CS2704 – LAKESHORE DR & LAKE VALLEY RD INTERSECTION PROJECT
HTE Account Code(s): 271-3111-700.73-00 HTE Project Code: CS2704

CONTRACTOR: Burgess & Niple
Attn.: Christopher B. Lemka, Vice President
515 N Beaver St Ste 100
Flagstaff, Arizona 86001
Office: (928) 395-1988
Email: Chris.Lemka@burgessniple.com

Scope of Work

The Town of Prescott Valley Arizona, as a member of the S.A.V.E. Cooperative Purchasing Agreement is utilizing the City of Prescott On-Call Professional Services FY24-FY29 Contract# 2024-005 issued to Burgess & Niple (attached). The Burgess & Niple contract was extended through June 30, 2027, (attached) by the City of Prescott. The cost of this work is based on the terms and conditions of the City of Prescott On-Call Professional Services FY24-FY29 Contract# 2024-005.

Scope of Work: As stipulated in the attached proposal from Burgess & Niple.

Professional engineering services for the design of a traffic signal and associated improvements at the intersection of Lake Valley Road & Lakeshore Drive.

- Intersection Improvements
- Roadway & Multimodal Improvements
- Supporting Infrastructure

Scope of Services: As stipulated in the attached proposal from Burgess & Niple.

- Project Management & Coordination
- Data Collection & Existing Conditions
- Traffic Engineering Analysis
- Conceptual Design (30%)

- Preliminary Design (60%)
- Final Design (90% & 100%)
- Right-of-Way & Utility Coordination
- Permitting & Agency Coordination

The Total Agreed Upon Cost of this work is $155,550.32.

All terms, conditions, specifications, and pricing established within the City of Prescott On-Call Professional Services FY24-FY29 Contract# 2024-005 shall flow down, apply to, and govern the engineering services provided by the Burgess & Niple under this Agreement, except where modified herein.

Services performed under this Agreement are funded, in whole or in part, by a federal grant and are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). By executing this Cooperative Purchasing Agreement, and the Professional Services Agreement attached hereto, the Vendor certifies that it will comply with all applicable local, state, and federal laws, regulations, and executive orders referenced in the Professional Services Agreement document, and that all referenced federal requirements apply strictly to all work, deliverables, and billing associated with this contract.

****

SUBMITTED BY: Parker Murphy, Traffic Engineer
(Project Manager Name and Title)

Heather Ruder, Public Works Director
(Department Director Name and Title)

APPROVED BY
OWNER:
Town of Prescott Valley, Arizona

Kell Palguta, Mayor

APPROVED BY
CONTRACTOR:
Burgess & Niple

Signature

Christopher B. Lemka, Vice President
BY: Print Name & Title

ATTEST: Town of Prescott Valley

BY:_____
Fatima Fernandez, Town Clerk

(CORPORATE SEAL)

APPROVED AS TO FORM:

BY: _____
Ivan Legler, Town Attorney

Professional Services Agreement
On-Call Professional Services Agreement
Contract No. 2024-005

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 Burgess & Niple, Inc. (hereinafter referred to as "Professional"), has expertise in providing Professional Drone and Traffic Engineering services and is willing and able to provide professional services to the City.

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 any assigned Task Orders in accordance with the terms and conditions of the signed 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 the scope provided per fully executed task order to the satisfaction of the City Public Works Director / Deputy 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 per assigned Task Order consistent with the Standards and generally accepted engineering principles, design practices and any other requirements per the scope given prior to work being assigned via a fully executed Task Order. In addition, the Professional shall:

1. Prepare the detailed Scope of Services for the Project as more specifically described in each task order assigned.
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 statement of qualifications to the City. The Professional shall not change 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 Statement of Qualifications, per Task Order assigned 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 April 25, 2023, 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/Task Order assigned 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 each Task Order. 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 Term of the On-Call Professional Services contract shall be for the term of one (1) year, with the consideration of four (4) one-year extensions based on successful completion of work and mutual agreement.

B. The Professional shall promptly respond (and in no event more than ten (10) calendar days after receiving a request for proposal for a Task Order) and 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, as to not delay the Project.

C. 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.

D. The Professional has fifteen (15) calendar days from final approval of all Services or submittals to submit the Professional's final invoice to the City for payment.

VIII. CONTRACT AMOUNT: The maximum contract amount to be paid by the City to the Professional shall not exceed one hundred fifty thousand dollars and no cents ($150,000.00) per fiscal year (July 1 – June 30).

Each Task Order will have a maximum amount per project that will be based on the negotiated rates and actual cost reimbursement schedule as defined by each Task Order that has been fully executed.

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 per the fully executed Task Order 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 Task Order Amendment 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 each fully executed Task Order. 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 each fully executed Task Order shall not relieve the Professional of its obligation to complete the performance of all Services requested by the fully executed Task Order.

E. Should the City request in writing Additional Services beyond those specified in the fully executed Task Order, 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 or fully executed Task Orders. 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 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 WORK: The City may order extra work, or make changes by altering, or deleting any portion of the work as specified herein, as deemed necessary or desirable by the Director. All such 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 extra work.

A. Extra work shall be that work not indicated or detailed on the Professional's Scope of Work and/or not specified herein the fully executed Task Order. Such 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 work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the 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 work essential to complete the Agreement / Task Order, but for which no basis of payment is provided for herein, shall be subject to agreement prior to said work being performed.

D. Adjustments to the Contract Amount and/or Contract Term which are agreed upon shall be incorporated in the written change order issued by the Director, which shall indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Agreement as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.

E. If the Professional claims that any instructions involve 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 work. No such claim shall be valid unless so made. The Professional shall do such extra 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 extra work. In no case shall work be undertaken without written notice from the Director to proceed with the work. All Contract Amendments shall be approved by the Director, but Contract Amendments over $50,000 to the approved amount per fiscal year must also be approved by 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 works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, 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 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 Unique Compliance with Specific Government Provisions, 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: City of Prescott
Public Works Director
433 N. Virginia Street
Prescott, Arizona 86301

PROFESSIONAL: Burgess & Niple, Inc.
2201 N Gemini Drive, Suite 116
Flagstaff, AZ 86001
jasson.pagnard@burgenssniple.com
nick.hall@burgessniple.com

XVII. INSURANCE: The Professional shall provide and maintain insurance coverage at its sole cost and expense as set forth in the attached professional services insurance requirements.

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. COOPERATIVE USE: This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

H. 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 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 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.

Dated this 11th day of MAY, 2023.

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.

CITY OF PRESCOTT, a municipal corporation:

Philip R. Goode, Mayor

Burgess & Niple, Inc.

(*Authorize Signature*)

By: Jason L. Pagnard
(Printed Name)

Title: Vice President

Email: jason.pagnard@burgessniple.com

ATTEST:

Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

Joseph D. Young, City Attorney

Professional Services Insurance Requirements

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

1. Commercial General Liability – Occurrence Form
   Policy shall include bodily injury, property damage, personal injury, broad form contractual liability, and XCU coverage.

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

   The policy shall be endorsed to include the following additional insured language:
   "The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Professional."

2. Professional Liability (Errors and Omissions Liability)

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

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

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

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

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

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

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

1. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by

the Contractor even if those limits of liability are in excess of those required by this Contract.

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

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

All certificates required by this Contract shall be emailed directly to coi@prescott-az.gov **AND** fandboperations@prescott-az.gov. The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

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

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

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

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

Verification of Coverage: Professional shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

Professional Services Agreement
Unique Compliance with Specific Government Provisions

If the City must comply with specific government provisions (e.g., Federal or State terms or provisions) that must be included in subcontracts.

Federal Grant Provisions

The Contractor and its Subcontractor shall comply with the following grant provisions, if applicable.

Applicable Laws

Compliance with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this grant including but not limited to the following:

Federal Legislation

a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
b. Hatch Act 5 U.S.C. 1501, et seq.
c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42
d. U.S.C. 4601, et seq.
e. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).
f. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.
g. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
h. Clean Air Act, P.L. 90-148, as amended.
i. Coastal Zone Management Act, P.L. 93-205, as amended.
j. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.
k. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
l. Rehabilitation Act of 1973 - 29 U.S.C. 794.
m. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
n. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq. 3-04-0015-045-2020
p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.
r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.
t. Copeland Anti-kickback Act - 18 U.S.C. 874.1.
u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
y. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 Flood Plain Management

d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction
f. Executive Order 12898 - Environmental Justice
g. Executive Order 13788 - Buy American and Hire American
h. Executive Order 13858 - Strengthening Buy-American Preferences for Infrastructure Projects

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement).
b. 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
c. 2 CFR Part 1200 – Non-procurement Suspension and Debarment.
d. 28 CFR Part 35 - Discrimination on the Basis of Disability in State and Local Government Services.
e. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
f. 29 CFR Part 1 - Procedures for predetermination of wage rates.
g. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.
h. 3-04-0015-045-2020
i. 29 CFR Part 5 - Labor standards provision applicable to contracts covering Federally financed and assisted construction (also labor standards provision applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).
j. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).
k. 49 CFR Part 20 - New restrictions on lobbying.
l. 49 CFR Part 21 - Nondiscrimination in Federally assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
m. 49 CFR Part 26 - Participation by Disadvantaged Business Enterprises in Department of Transportation Program .49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.
n. 49 CFR Part 28 - Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
o. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
p. 49 CFR Part 32 - Government-wide Requirements for Drug-Free Workplace (Financial Assistance).
q. 49 CFR Part 37 - Transportation Services for Individuals with Disabilities (ADA).
r. 49 CFR Part 41 - Seismic safety of Federal and Federally assisted or regulated new building construction.

Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR

180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Buy American

Unless otherwise approved in advance by the Federal Government (FAA, FEMA, or any other agency), the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant.

Ban on Texting While Driving

a) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
   i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.
   ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      (1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b) The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

Foreign Market Restrictions

Funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

Non-Discrimination

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

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

a) 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.

b) Affirmative steps shall include:
   i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists
   ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources
   iii) 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
   iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises
   v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

Equal Employment Opportunity

Compliance with Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Clean Air Act

Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Conflicts of Interest

The City (grantee) and Contractor (subgrantees) will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the grantee or subgrantee shall participate in

selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

(i) The employee, officer, or agent,

(ii) Any member of his immediate family,

(iii) His or her partner, or

An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. Grantees and subgrantees may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the grantee's and subgrantee's officers, employees, or agents, or by contractors or their agents. The awarding agency may in regulation provide additional prohibitions relative to real, apparent, or potential conflicts of interest.

Copyrights

Reports, maps, or other documents produced in whole or in part are works for hire and shall not be the subject of any application for copyright by or on behalf of the Contractor or its Subcontractor. The Contractor shall advise the City or its designee at the time of delivery of any copyrighted or copyrightable work furnished under this Agreement, or any adversely held copyrighted or copyrightable material incorporated in any such work and of any invasion of the right of privacy therein contained.

Rights to Inventions

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Responsible Contractors

The City will make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

Access and Retention of Records

Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

BURGESS & NIPLE
Engineers ■ Planners

PROPOSAL

FY24-29 PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

City of Prescott, Arizona

Date
OCTOBER 27, 2022

FY24-29 Public Works On-Call Professional Services

Dear Ms. LaTona Jones,

October 27, 2022

Burgess & Niple (B&N) is pleased to submit this Statement of Qualifications for the FY24-29 Public Works On-Call Professional Services contract. We are excited to provide the City of Prescott (City) a highly qualified team with a proven record of providing engineering services throughout northern Arizona and through numerous municipal on-calls. B&N is submitting qualifications for the **Traffic Engineering** and **Professional Drone Services** categories. B&N provides the following values to the City:

Local Presence/Experience

B&N is very familiar with the Prescott region. Our firm has completed 10+ projects in northern Arizona within the last five years. Additionally, former Yavapai County and Coconino County employee Nick Hall joined the B&N team in 2021. Nick has provided engineering services in northern Arizona for years. Nick understands the winter challenges, local issues and budget considerations within the area. ***Nick is readily available in Flagstaff and has the authority to resolve project concerns and unforeseen issues.***

Capacity of Staff

B&N is a full-service firm with nationwide resources. With our Arizona staff of nearly 30 employees (including 12 professional engineers and nine engineers-in-training), we provide the personalized services of a small business and have the resources of a large national firm. B&N has 25+ offices across the country, with over 400 staff firm-wide. We will scale our resources to meet City needs to provide the necessary support for a successful project. This is our promise.

National Expertise

B&N has made an immense impact on the communities we serve through engineering services and innovation. B&N is well known for implementing innovative ideas and technologies to projects, including artificial intelligence (AI) based capabilities, drone technology, and modeling software. With these capabilities, our team of experts can provide value engineering services that "recommend the right thing, for the right fit," ensuring budgets and project needs are met on schedule while providing the best value to you.

The B&N team is led by Project Manager Nick Hall. Nick manages our Flagstaff office located at 2201 N. Gemini Drive, Suite 116, and has a combined nine years of total industry experience, including five years in public sector engineering and operations. He has the knowledge and experience to complete projects large and small. The B&N team has the local presence and substantial availability to complete task orders of any size.

B&N is a multi-disciplinary firm providing professional planning and engineering consulting services to local, state and federal agencies since 1912, the same year Arizona became a state. Our local offices have served many Arizona municipalities including cities, towns, counties, regional planning organizations and the Arizona Department of Transportation since 1984.

On-call contracts are the foundational workload for B&N's Arizona offices; our team treats them with the utmost importance! Projects are often smaller and have shorter or expedited schedules. To be successful, we conduct our business with proactive project management and operate within a culture of providing value and innovation with exceptional client service.

We can assure you that reasonable diligence has been exercised in the preparation of this SOQ and all contents of this document are true, accurate and complete to the best of our Principal's knowledge. No exceptions are taken to the contents of the RSOQ, and we comply with the terms and conditions of the sample contract. We look forward to building upon our relationships and ask that you select B&N as your consultant of choice.

Respectfully Submitted,



Jason Pagnard, PE #47958
Vice President/Principal
p. 602.244.8100 x5332
e. Jason.Pagnard@burgessniple.com
w. BurgessNiple.com



Nick Hall, PE #67637, RSP #211
Project Manager
p. 928.267.3943
e. Nick.Hall@burgessniple.com
w. BurgessNiple.com

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Traffic Engineering

A. General Information

Expertise At-Hand

B&N is a privately held Ohio corporation. The corporate headquarters are located in Columbus, Ohio. B&N serves Arizona government agencies from offices located in Flagstaff and Tempe. The Arizona offices are registered with the board of technical registration and operate under the registration number 13895.

The staff and their respective registrations that will be involved with this category of the on-call contract are:

- Jason Pagnard PE # 47958, Principal-in-charge
- Nick Hall PE #67637, RSP #211, Project Manager
- Matt Wilson, PE #64030, PTOE #4770 Traffic Lead

Nick Hall, PE, RSP will be your Project Manager and leads our Flagstaff office. He has a deep understanding of the City's needs, history, and culture, previously working for Yavapai County and living in Prescott Valley. Matt Wilson, PE, PTOE will be the traffic lead and subject matter expert in this discipline. Both Nick and Matt have significant background in public sector traffic engineering, including review and impact negotiation with private development interacting with public infrastructure. Nick and Matt are currently working together assisting Coconino County on the Bellemont Traffic Modeling Project, where regional impacts from seven separate developments are being analyzed for traffic impacts and proportional sharing of costs to address these impacts.

We have reviewed the anticipated needs of the traffic engineering category and are prepared to deliver quality work on all tasks described. We are also capable to provide the City additional traffic engineering services including HSIP application development, traffic impact analysis and traffic impact statement review, and evacuation studies. If traffic counts are needed, we will contract with trusted firms with whom we have previously partnered.

B. Experience and Qualifications of the Firm and Key Personnel

Experience to Enhance Your Projects

Prescott is soliciting professional traffic engineering services due to general traffic needs, increasing population, new development, and shifting of bottlenecks. The City population grew by 15% between 2010 and 2020. The Deep Well Ranch and adjacent developments on the north side of the City are adding and will continue to add numerous trips to the already congested corridors of SR 89 and Willow Creek Road. The primary routes to access the City are State Route (SR) 69, 89, and 89A, which have all experienced substantial improvements over time, allowing more traffic to access the City. Terrain and land ownership greatly impact the ability to widen current infrastructure or build alternate routes. Innovation in traffic management and technology can provide relief to traffic within the City. B&N has a history of successfully helping City's navigate these challenges. B&N can also help with other challenges including securing funding through grant application writing (HSIP, FLAP, etc.) and evacuation studies/plans to provide ingress/egress to communities in event of fire or flooding.

Nick Hall, PE #67637, RSP #211

Project Manager
9 Years Exp / 1 Year with Firm
B&N Flagstaff Office



BURGESS & NIPLE

Nick has nine years of experience in transportation from three distinctive perspectives: as heavy civil contractor, an agency lead engineer and as a consultant. He understands the intricate interactions between these three parties and how to properly plan and partner for a successful project. Additionally, his expertise includes roadway design, accessible pedestrian facility design, traffic analysis, pavement evaluation, management and design, construction management, stakeholder engagement and cost estimating. Nick leads our Flagstaff office and will be readily available to City staff. Nick will supervise all aspects of the project and partner with the City Project Manager to deliver quality work.

Nick passionately advocates for road safety. He understands that not all solutions can be applied to all issues; a tailored approach to address the specific needs of a site and its users should be developed to provide the greatest benefit. He has worked with Coconino County and City of Flagstaff to develop traffic calming solutions that enhance safety without impacting snow removal, solid waste collection, and other necessary operational tasks. He previously taught the CENE 420, Traffic Signals and Studies lab at Northern Arizona University. While serving as Assistant County Engineer for Coconino County, Nick was responsible for the duties of the transportation planner and reviewed several hundred permit applications and numerous traffic studies. Nick worked with developers to mitigate vehicular traffic impacts and address increased pedestrian and bicycle traffic through safety improvements.

Relevant Experience

- **Coconino County, Bellemont Ongoing Traffic Studies for Developments** – Project Manager
- **Coconino County, Bellemont Safety and Access Improvement**– Assistant County Engineer

Matt Wilson, PE #64030, PTOE #4770

Traffic Lead
10 Years Exp / <1 Year with Firm
B&N Tempe Office



BURGESS & NIPLE

Matt has extensive municipal multimodal project experience as both the project owner and consultant, through design, operations, and maintenance. Matt has over 10 years of experience. Joining B&N in April 2022, Matt leads B&N's Arizona Traffic Engineering Group. In Matt's previous role as Deputy Director for the City of Phoenix's Traffic Services Division, he was responsible for the installation, operation, and maintenance of all traffic control devices citywide including roundabouts, traffic signals, ITS, streetlights, and pedestrian and bicycle facilities. He also provided traffic engineering services in all project design, inspection of constructed facilities, oversight of ROW permitting, and traffic control plan review. Matt served as principal overseeing projects from the Streets' Comprehensive Roadway Safety Program, Office of Pedestrian Safety, Arterial Systems Management, and Traffic Operations and Neighborhood Traffic programs. He has worked as a liaison with agencies such as MCDOT, ADOT, MAG and to the municipalities that border Phoenix.

Matt will serve as the Traffic Lead and conduct traffic engineering design at all project phases and analysis of proposed alternatives. In private practice experience, he has completed dozens of traffic design projects including signal design, pavement marking and signing, and temporary traffic control.

Relevant Experience

- **MCDOT, Northern Parkway** – Traffic Engineer
- **Coconino County, Bellemont Ongoing Traffic Studies for Developments** – Traffic Engineer
- **City of Peoria, Traffic Engineering On-call** – Lead Traffic Engineer, Task Order Manager
- **City of Phoenix, 3rd and 5th Avenues Active Transportation Improvements** – Supervising Traffic Engineer
- **Valley Metro, Tempe Streetcar** – Lead Traffic Engineer

Bellemont Ongoing Traffic Studies for Developments

Coconino County



RELEVANT FEATURES

- Traffic Modeling
- Impact Analysis
- Access Management

B&N conducted a regional traffic impact study to assess the infrastructure needs to support multiple, rapidly progressing development projects for the community of Bellemont. The study evaluated traffic intersection control alternatives, signal warrant analysis, access management strategies and effectiveness. B&N assisted the County with determination of proportional allocation of infrastructure costs to individual development projects. B&N has served the County as technical advisors in negotiation and review of development site permit and land use applications.

Reference Information:

Christopher Tressler
(928) 679-8317
CTressler@coconino.az.gov

Traffic Engineering On-Call

City of Peoria



RELEVANT FEATURES

- Traffic Studies & Analysis
- Traffic Engineering Design
- Safety and Crash Analysis

B&N has completed one task order and has two active task orders under this two-year traffic engineering on-call contract. The tasks include traffic engineering design and preparation of construction plans, complex traffic analysis involving origin-destination analysis, weaving analysis, traffic calming, and review of adaptive traffic signal control performance.

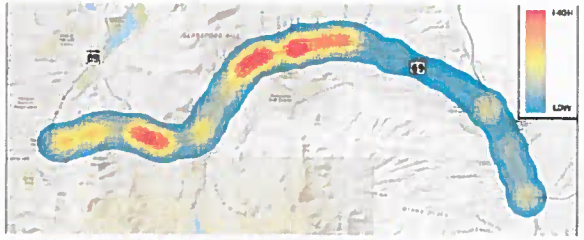
B&N is also conducting crash and safety analysis for identification of effective countermeasures to support grant applications for HSIP and other eligible regional funding sources.

Reference Information:

Chris Lemka
(623) 773-7260
Chris.Lemka@peoriaaz.gov

Regional Strategic Transportation Safety Plan (RSTSP)

Northern Arizona Council of Governments



RELEVANT FEATURES

- Safety Analysis
- Grant Applications

B&N performed a large-area, federally funded transportation safety study spanning NACOG, CYMPO, and FMPO. The plan addresses safety from a holistic, regional perspective to reduce the risk of death and serious injury to all transportation users. B&N used GIS software to facilitate an online review of crash data. We identified locations for potential HSIP-eligible projects using GIS software and assisted NACOG with HSIP application preparation. B&N established a framework of strategies and performance measures that are consistent with the Arizona State Highway Safety Plan (SHSP). B&N developed unique implementation plans for each agency.

Reference Information:

Chris Bridges
(602) 320-1517
Christopher.Bridges@goodyearaz.gov

C. Proposed Project Approach

Tailored Approach, Client Focus

While each task will have a unique set of challenges and issues, B&N's approach will include a common set of steps to ensure quality results:

- Nick will conduct a site visit upon notification of task selection.
- Nick will facilitate a project scoping meeting with key B&N personnel and City Staff to determine the scope of the project and explore unique value areas B&N can provide.
- Nick will submit scope and fee proposal to City staff for review within one week after the scoping meeting.
- Nick will conduct a project kick-off meeting upon receiving notice to proceed.

B&N has the capability to right-size staffing for any project, from a quick turnaround signing exhibit to an in-depth regional analysis. Once the scope and fee have been agreed upon, B&N will proceed immediately to working on your project. Just as B&N will be available to City Staff at a moment's notice, the project team's relationships will provide for immediate and cohesive action to deliver the products and services needed for each request. Timelines for emergency projects can be shortened drastically, and design can begin the day the project has been conveyed to B&N.

Projects will include public outreach as agreed upon between the City and B&N, and design reviews will be provided at 30%, 60% and 90% stage submittals. B&N has the ability to produce all required documents for construction, including plans, specifications, and estimates. B&N will create bid tabulations, solicitation notices, addendums, and other documents as appropriate. We have successfully delivered projects to agencies for construction through CMAR, JOC and design-bid-build procurements. Additionally, B&N can produce design products in both the Bentley and AutoDesk product lines, allowing the City to choose preference but also maintaining the ability to share documents with federal, state, and other agencies.

Our project manager, Nick Hall, is located in our Flagstaff office and will be readily available to the City. Matt is based in our Tempe office and is only a short drive away. B&N has a great expertise with virtual meetings, utilizing this technology prior to 2020. This allows work sharing to be leveraged and provides us the ability to serve clients in numerous regions.

B&N's corporate technology platform is a virtual desktop environment (VDI). This VDI system removes friction in interoffice coordination, permitting us to easily engage B&N national expertise.

The B&N corporate office is located in Columbus, Ohio, with Arizona offices in Flagstaff and Tempe.

D. Value Added Knowledge and Experience

Northern Arizona Experts

We are familiar with local community needs, standards, historical challenges, local codes, and site conditions that are unique to Prescott and the surrounding area. As the territory's first capital, Prescott is rich in history. This provides for unique challenges when it comes to engineering, particularly in right-of-way and land rights where abandoned railroad alignments, mining claims, Fort Whipple, the Yavapai Prescott Indian Tribe, and Forest Service Boundaries interact with City projects. Like many cities in Arizona, the population of Prescott has been on the rise and is continuing to grow. Those who live and work in Prescott or are visiting represent a diverse population with diverse needs and concerns.

B&N has worked on projects of all sizes and is very familiar with the standards and regulations that will apply to the City's projects. We are also familiar with Yavapai County and Town of Prescott Valley standards, and are experts at coordinating with ADOT and other stakeholders.

The climate is another challenge that must be accounted for in projects. Construction seasons are limited by temperatures and precipitation, requiring schedules that are timely and realistic. Another facet of the climate challenge is snow removal operations and preventing ice accumulation. While at Coconino County, Nick served as Interim Road Superintendent during his time as Assistant County Engineer and worked to improve communication between maintenance and engineering departments. Safety improvements need to function throughout the year but also cannot inhibit snow removal.

While Nick was at Yavapai County, he designed the detection system upgrades at the intersection of Pioneer Parkway and Willow Creek Road, replacing the loop detectors with video detection cameras as part of the mill and overlay project.

B&N is a nationwide firm with offices in twelve states and the District of Columbia. As of October 2022, B&N has 545 open contracts with 191 government agencies. Within Arizona, B&N specializes in services for state and local agencies and has 19 open contracts with 7 government agencies. A detailed list of these projects can be provided upon request.

B&N has been operating in Arizona since 1984 and added the Flagstaff location in June 2022. Our expertise focuses on transportation planning, scoping, and design, traffic engineering, and utility infrastructure design.

B&N has not yet completed a project with the City of Prescott, but has completed projects for CYMPO, Yavapai County and Prescott Valley. We look forward to this opportunity to partner together to deliver our traffic engineering services for the community. Our team carries extensive municipal knowledge, including metropolitan and rural Arizona municipalities. We have completed work with Coconino County, Maricopa County, City of Mesa, and City of Peoria and are commencing work with the City of Flagstaff and City of Winslow.

We ask that you select B&N for your On-Call Professional Services Traffic Engineering Category.

Professional Drone Services

A. General Information

Cutting Edge Technology

B&N is a privately held Ohio corporation. The corporate headquarters are located in Columbus, Ohio. B&N serves Arizona government agencies from offices located in Flagstaff and Tempe. The Arizona offices are registered with the board of technical registration and operate under the registration number 13895.

The following are the list of staff and their respective registrations that will be involved with this category of the on-call contract:

- Jason Pagnard PE # 47958, Principal-in-charge
- Nick Hall PE #67637, RSP #211, Project Manager
- Cierra Clement, EIT #013148, Drone Pilot No. 4506072r
- Rachel Feeck, EIT #013013, Drone Pilot No. 4557717

Nick Hall, PE, RSP will be your Project Manager and leads our Flagstaff office. He has a deep understanding of the City's needs, history, and culture, previously working for Yavapai County and living in Prescott Valley. Cierra Clement and Rachel Feeck are both licensed drone pilots and will execute all drone related work required. Both have completed numerous projects in a variety of locations across Arizona including construction inspection and data capture and processing.

B&N is proud to be an early adopter and recognized champion for the use of drone technology in the delivery of professional engineering services. Since 2018, we have been utilizing drone technology to derive better outcomes by enhancing safety in asset inspections, decreasing disruption during site surveys, increasing efficiency and economic data capture.

We have reviewed the anticipated needs of the professional drone services category and are prepared to deliver quality work on all tasks described. We are also capable to provide the City additional professional drone services including leak detection through thermal imaging, site security assessments, and near-miss assessments. If ground control needs to be established for a task, we will contract with trusted firms with whom we have previously partnered

B. Experience and Qualifications of the Firm and Key Personnel

Resources Above the Crowd

We specialize in the capture, management and dissemination of data, affording our clients easy and manageable ways to access the information they require. We utilize the latest Geographic Information Systems (GIS) software and generate Building Information Management (BIM) compliant products.

We champion the use of drones in a responsible manner. We combine professionally qualified pilots and surveyors with state-of-industry drone technology to conduct surveys, using the safest drone platforms and sensors available for accurate data capture. Our aerial surveys are conducted alongside ground-based data capture methods, such as static scanning, mobile mapping and traditional topographical and utility surveys, to ensure the correct deliverable for the project.

Our fleet of 11 drones and 20 FAA (Federal Aviation Administration) certified pilots can provide a wide range of services to meet any project need, including:

- All aspects of flight planning and data collection
- Topographic mapping: CAD & GIS
- Ortho-photography
- Digital Terrain Modeling
- Point cloud generation and classification
- Site videos
- 3D reality models
- Thermal Imaging

Our pilots offer both manual flight operations as well as autonomous flights utilizing pre-programmed flight plans which can be repeated to generate a time lapse of changing ground conditions and construction progress. Our pilots have a deep understanding of the applicable standards and regulations and know how to obtain proper airspace authorization.

Nick Hall, PE #67637, RSP #211



Project Manager
9 Years Exp / 1 Year with Firm
B&N Flagstaff Office

BURGESS & NIPLE

Nick has nine years of applicable experience in transportation from three distinctive perspectives: as heavy civil contractor, an agency lead engineer and as a consultant. He understands the intricate interactions between these three parties, and how the needs of one party should be considered in the deliverables of another. Nick leads our Flagstaff office and will be readily available to City staff. Nick will supervise all aspects of the project and partner with the City Project Manager to deliver quality work.

Nick has utilized drone data in design across numerous projects and understands the availability of detail and the need to right-size files for use. His expertise includes roadway design, accessible pedestrian facility design, traffic analysis, pavement evaluation, management and design, right-of-way, land acquisition, construction management, stakeholder engagement and cost estimating.

Relevant Experience

- **Coconino County, Bellemont Traffic Modeling** – Project Manager
- **Coconino County, Snow Bowl View Circle Safety Improvements** – Project Manager
- **Coconino County, Emergency Event Support** – Project Manager

Cierra Clement, EIT #013148
Drone Pilot No. 4506072r



UAS Pilot/Engineer
2 Years Exp / 2 Years with Firm
B&N Tempe Office

BURGESS & NIPLE

Cierra has over two years of experience as an Engineer in Training in the B&N Utilities Infrastructure group. She is a licensed FAA Unmanned Aircraft Systems (UAS) Pilot and provides UAS services to local agencies. With over 165 hours of flight time, she has experience in utilizing UAS data captured to render 3-D models and input into traffic safety studies.

Relevant Experience

- **MAG, Near Miss Drone Video Capture and AI Analysis** – Drone Pilot
- **City of Phoenix, Lift Station 77 Drone Aerial Photography** – Drone Pilot
- **City of Phoenix, 91st and 23rd Ave Wastewater Treatment Plant Drone Aerial Photography** – Drone Pilot

Rachel Feeck, EIT #013013
Drone Pilot No. 4557717



Project Manager
3 Years Exp / 3 Years with Firm
B&N Tempe Office

BURGESS & NIPLE

Rachel has over three years of experience as an Engineer in Training in the B&N Transportation Scoping and Design group. She is a licensed FAA UAS Pilot and provides UAS services to local agencies. Her expertise includes field media capture, feasibility assessment, and managing large data sets. Rachel has experience preparing field data for digital integration, including balancing survey results for response biases. Rachel passed the PE exam in 2022 and can become licensed in June 2023.

Relevant Experience

- **MAG, Near Miss Drone Video Capture and AI Analysis** - Drone Pilot
- **FMPO, Transit Onboard Survey** - Lead Analyst
- **MAG, RTP Freeway Support Services** - Junior Engineer

91st Ave and 23rd Ave. Wastewater Treatment Plant Aerial Drone Capture

City of Phoenix



RELEVANT FEATURES

- Inspection
- Orthomosaics
- Data Capture & Analysis

B&N provided aerial drone footage to the City of Phoenix Water Services Department (WSD) for both of the 91st Avenue and 23rd Avenue Wastewater Treatment Plants. The flights were conducted to capture updated aerial imagery and mapping for a facility inspection project that was being done in tandem with the drone flights. The orthomosaics were geolocated and provided staff with high quality aerials to support the field inspections. All drone flights and post processing were done internally through B&N staff.

Reference Information:
Cristina Nieves, (602) 534-3951,
Cristina.Nieves@phoenix.gov

Non-Motorized Users Safety Analysis Pilot Through Drone Data Collection and Video Analytics

Maricopa Association of Governments



RELEVANT FEATURES

- Video Capture
- Artificial Intelligence (AI)
- Data Capture & Analysis

B&N participated in a pilot program for MAG that utilized drones and AI to assess near-miss conflicts involving vehicles, pedestrians, and bicyclists at three intersections with light rail stations. B&N drone pilots utilized a drone to capture eight hours of video a day, over 6 weeks for approximately 150 hours of high-quality video data. B&N coordinated with MAG, the City of Phoenix, City of Tempe, and local transit provider Valley Metro for the date, time, and location of drone video data collection. The collected video was then sent to a vendor to perform video analytics using computer vision and AI technology for near-miss conflicts.

Reference Information:
Shuyao Hong, (602) 759-1847,
SHong@azmag.gov

City of Phoenix, Aerial Drone Services for Lift Station 77

City of Phoenix



RELEVANT FEATURES

- Inspection
- Orthomosaics
- Data Capture & Analysis

B&N provided aerial drone footage to the City of Phoenix Water Services Department (WSD) for the newly constructed Lift Station 77. The flight took place in the middle of construction, not only of the Lift Station but the surrounding semi-conductor facility. B&N was able to capture the entire lift station and related infrastructure prior to backfilling the site and provided WSD with a 3-D model of the site. The images, videos and 3-D model will be used as a means of asset inspection and construction monitoring in the future. B&N was able to complete the drone flight within challenging time constraints and a quick schedule all while delivering a high-quality product.

Reference Information:
Marcel Begay, (469) 394-3433,
Marcel.Begay@phoenix.gov

C. Proposed Project Approach

Tailored Approach, Client Focus

While each task will have a unique set of challenges and issues, B&N's approach will include a common set of steps to ensure quality results:

- Nick will conduct a site visit upon notification of task selection.
- Nick will facilitate a project scoping meeting with a B&N UAS pilot and City Staff to determine the scope of the project and explore unique value areas B&N can provide.
- Nick will submit scope and fee proposal to City staff for review within one week after the scoping meeting.
- Nick will conduct a project kick-off meeting upon receiving notice to proceed (NTP).

B&N has the capability to right-size staffing for any project, from a quick turnaround signing exhibit to an in-depth regional analysis. Once the scope and fee have been agreed upon, B&N will proceed immediately to working on your project. Just as B&N will be available to City Staff at a moment's notice, the project team's relationships will provide for immediate and cohesive action to deliver the products and services needed for each request. Timelines for emergency projects can be shortened drastically, and design can begin the day the project has been conveyed to B&N. Once the scope of the task has been communicated, our team will immediately begin securing clearances to fly and verifying the airspace for allowable height ceilings. If special clearance is required, the typical turnaround time to receive clearance is 3-4 weeks. The engineer may need written documentation from the City verifying the need for the drone flight in restricted airspace. If not in restricted airspace, we typically receive clearance instantly from the FAA.

Deliverables will be curtailed to the individual project's needs. We can provide image files, point could data, and 3D surface models in various formats. B&N produces design products in both the Bentley and AutoDesk product lines, allowing the City to choose preference but also maintaining the ability to share documents with federal, state, and other agencies. We frequently generate deliverables to be integrated into ArcMap as well.

Our project manager, Nick Hall, is located in our Flagstaff office and will be readily available to the City. Cierra and Rachel are based in our Tempe office and is only a short drive away. B&N has a great expertise with virtual meetings, utilizing this technology prior to 2020. This allows work sharing to be leveraged and provides us the ability to serve clients in numerous regions.

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D. Value Added Knowledge and Experience

Drone Services Across the State

We are familiar with local community needs, standards, historical challenges, local codes, and site conditions that are unique to Prescott and the surrounding area. As the territory's first capital, Prescott is rich in history. This provides for unique challenges when it comes to engineering, particularly in right-of-way and land rights where abandoned railroad alignments, mining claims, Fort Whipple, the Yavapai Prescott Indian Tribe, and Forest Service Boundaries interact with City projects. Like many cities in Arizona, the population of Prescott has been on the rise and is continuing to grow. Those who live and work in Prescott or are visiting represent a diverse population with diverse needs and concerns.

B&N has worked on projects of all sizes and is very familiar with the standards and regulations that will apply to the City's projects. We are also familiar with Yavapai County and Town of Prescott Valley standards, and are experts at coordinating with ADOT and other stakeholders. We also understand the requirements for working around airports and will be prepared for work near Prescott Municipal Airport.

The climate is another challenge that must be accounted for in projects. Construction seasons are limited by temperatures and

precipitation, requiring schedules that are timely and realistic. Another facet of the climate challenge is snow removal operations and preventing ice accumulation. While at Coconino County, Nick served as Interim Road Superintendent during his time as Assistant County Engineer and worked to improve communication between maintenance and engineering departments. Safety improvements need to function throughout the year but also cannot inhibit snow removal.

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B&N has not yet completed a project with the City of Prescott, but has completed projects for CYMPO, Yavapai County and Prescott Valley. We look forward to this opportunity to partner together to deliver our traffic engineering services for the community. Our team carries extensive municipal knowledge, including metropolitan and rural Arizona municipalities. We have completed work with Coconino County, Maricopa County, City of Mesa, and City of Peoria and are commencing work with the City of Flagstaff and City of Winslow.

We ask that you select B&N for your On-Call Professional Services, Professional Drone Services Category.

Exhibit E

CITY OF PRESCOTT
ARIZONA

Contract Amendment No. One (1)
FY24-29 Public Works On-Call Professional Services
Contractor: Burgess & Niple, Inc.
Contract No: 2024-005
Account No(s): Various
May 15, 2024

Purpose of Amendment:
To extend the contract term one additional year, from a current exiration date of June 30, 2024.

The following changes shall be made to the Contract Documents:
Extend term to expire June 30, 2025.

All other terms of the contract remain the same.

Summary of Changes to Contract:

		Contract Amount
Original Contract		**$ 150,000.00**
Net Change this Amendment (extend only)		$ -
Amended Contract		$ 150,000.00
Original Expiration Date	June 30, 2024	
Amended Expiration Date	June 30, 2025	

Accepted by: _____ May 30, 2024
Burgess & Niple, Inc. Jason Pagnard, Vice President — Date

Approved by: Gwen Rowitsch Digitally signed by Gwen Rowitsch Date: 2024.05.30 12:36:27 -07'00' _____
Gwen Rowitsch, Public Works Director — Date

Attest: _____ 5/31/24
Sarah M. Siep, City Clerk — Date

Approved as to Form: _____ 5/31/2024
Joseph D. Young, City Attorney — Date

Copy to: Public Works
City Clerk

Exhibit F

CITY OF PRESCOTT
ARIZONA

Contract Amendment No. Two (2)
FY24-29 Public Works On-Call Professional Services
Contractor: Burgess & Niple, Inc.
Contract No: 2024-005
Account No(s): Various
May 6, 2025

Purpose of Amendment:

To extend the contract term one additional year, from a current exiration date of June 30, 2025.

The following changes shall be made to the Contract Documents:

Extend term to expire June 30, 2026.

All other terms of the contract remain the same.

Summary of Changes to Contract:

	Contract Amount
Original Contract	**$ 150,000.00**
Amendment 1 (extend only)	$ -
Net Change this Amendment (extend only)	$ -
Amended Contract	$ 150,000.00

Original Expiration Date	June 30, 2024
Amended Expiration Date	June 30, 2026

Accepted by: _____ 5/6/2025
Burgess & Niple, Inc. Date

Approved by: Gwen Rowitsch Digitally signed by Gwen Rowitsch Date: 2025.05.06 13:55:52 -07'00' _____
Gwen Rowitsch, Public Works Director Date

Attest: _____ 5/7/25
Sarah M. Siep, City Clerk Date

Approved as to Form: _____ 5/7/25
Joseph D. Young, City Attorney Date

Copy to: Public Works
City Clerk

Exhibit G

Contract Amendment No. Four (4)
On-Call Professional Services FY24-FY29
Contractor: Burgess & Niple, Inc.
Contract No: 2024-005
Account No(s): Various
March 31, 2026

Purpose of Amendment:

To extend the expiration date to June 30, 2027.

Changes to Contract Documents

Extend the expiration date to June 30, 2027.

All other terms of the contract remain the same.

Summary of Changes:

Description	*Contract Amount*
Original Contract	$150,000.00
Amendment 1: Time Extension	$0.00
Amendment 2: Time Extension	$0.00
Amendment 3: Add Funds for FY2026 Use Only	$38,715.00
Amendment 4: Time Extension	$0.00
Amended Contract	$150,000.00

Original Contract Expiration Date: June 30, 2024

Amended Contract Expiration Date: June 30, 2027

Docusign Envelope ID: A27E15F4-8326-8E04-825A-7CCD176850B3

Accepted By:

Jason L. Pagnard

AUTHORIZED SIGNATURE (FULL NAME)

Jason Pagnard

PRINTED FULL NAME

Vice President

TITLE

Burgess & Niple, Inc.

VENDOR

April 9, 2026

DATE SIGNED

Approved By:

Gwen Rowitsch

Digitally signed by Gwen Rowitsch
Date: 2026.04.16 10:31:35 -07'00'

GWEN ROWITSCH, PUBLIC WORKS DIRECTOR

DATE SIGNED

ATTEST:

Sarah M. Thornhill

SARAH M. THORNHILL, CITY CLERK

4/22/2026

DATE SIGNED

APPROVED AS TO FORM:

Joseph D. Young

JOSEPH D. YOUNG, CITY ATTORNEY

4/22/2026

DATE SIGNED

Request for State of Qualifications

For

FY24-29 PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

DUE DATE: OCTOBER 27, 2022

MAYOR AND COUNCIL:

Philip Goode, Mayor
Brandon Montoya, Council Member
Eric Moore, Council Member
Cathey Rusing, Council Member
Steve Sischka, Council Member
Clark Tenney, Council Member

CITY CLERK:

Sarah M. Siep

PUBLIC WORKS DIRECTOR:

C. Ashley Couch

REQUEST FOR STATEMENT OF QUALIFICATIONS

FY24-29 PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or firms to provide FY24-29 Public Works On-Call Professional Services. Only persons or firms capable of providing the requested discipline categories of professional services will receive consideration. Firms can submit for one or more categories in a single response. The category or categories that the firm wishes to be considered must be clearly identified in the cover letter of the Statement of Qualifications.

BID OPENING: Thursday, October 27, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott, Arizona 86303.

In accordance with local and State law, sealed RSOQ will be received by the Office of the City Clerk at 201 S. Cortez Street, Prescott, Arizona 86303, until 2:00pm on the date specified above, for the services specified herein. Statements will be opened and read aloud at the above noted date, time, and location. Any submittals received at or after 2:00pm on the referenced date will be returned unopened.

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

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at http://www.prescott-az.gov/business-development/purchasing/bid-listings/.

PUBLISH: September 4, 2022, September 11, 2022, and September 18, 2022

REQUEST FOR STATEMENT OF QUALIFICATIONS

FY24-29 PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

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I. GENERAL INFORMATION

The City of Prescott (hereinafter "City") invites interested and qualified persons or firms (hereinafter "firms") to submit a written Statement of Qualifications (SOQ) for performing various on-call professional services beginning Fiscal Year (FY) 2024 through FY 2029. The requested categories of professional services are provided in the Description of Work.

Multiple contracts for on-call professional services may be awarded to multiple firms in a service area. Successful firms may be selected for one or more professional service category, as applied. Contracts shall be awarded on the basis of demonstrated competence and qualifications pursuant to A.R.S. § 34-604. All contracts will be for the term of one (1) year, with the consideration of four (4) one-year extensions based on successful completion of work and mutual agreement. The value of these contracts will vary based on projected City needs, available budget, and the selected categories. The award of a contract is not a guarantee of work. There is no specific list of projects at this time. A copy of the City's Five-Year Capital Improvements Plan is attached to this request as an example of the type of projects that could be assigned and is strictly for informational purposes only.

To be eligible for consideration, firms must submit a single SOQ demonstrating appropriate competence, qualifications, and relevant experience in the service categories for which they apply. The City will not accept qualifications at this time for any categories not listed under this request.

The City will apply a one-step process to select the successful firms under this procurement. The one-step process will involve review and evaluation of the SOQ to establish a final list. A separate final list will be determined for each category of professional services. If a firm submitted qualifications for more than one category of professional service, the firm may be on more than one final list. Each final list will consist of not less than three (3), depending on submissions for that category but no more than five (5) of the highest ranked firms. As project needs arise, firms from this list may be contacted to determine interest and availability for specific tasks. The final list will remain in effect for a period of up to five (5) years from the date of issuance by the City.

A. DESCRIPTION OF WORK

Professional, technical and advisory services are periodically needed for projects as identified by the City. Projects may include, but are not limited to, new construction, building and infrastructure renovations, planning and systems design. Tasks may include, but are not limited to, program review, cost estimating, schematic design, design development, specifications, document preparation, meeting participation, and other pre- and post-construction activities. The descriptions provided are an example of the type of work required in each category. The actual assignment of tasks may vary, and no guarantee is made as to the quantity of work to be awarded.

The following categories of professional service are included in this request. The City will not accept qualifications for any category of service not identified at this time.

1) CADD Services: Services may include providing exhibits, conceptual and/or final detailed drawings utilizing Computer-Aided Design, and Drafting (Auto-CADD). Provide 3-D modeling (e.g., Civil 3D) for site layout, roadway design, and utility design. Services include both CADD and design services on a project-by-project basis. This may include preparation of preliminary or final construction bid documents for various capital improvement projects or other public works projects.

2) Inspection Services: Services may include construction inspection for the development of public or private facilities; conduct inspections of sewer, water and storm drain lines and laterals; schedule inspections, testing, walk-through, and sequence of work with outside contractors and City staff. Inspect grading activities, asphalt, curb and gutter, sidewalk, bike trails, and landscaping; inspect all backfill operations; inspect signage and pavement markings; measure construction quantities and verify contractor applications for payment; issue field reports; work with field personnel to address construction issues/concerns and review as-built drawings for accuracy. Provide written daily reports of inspections performed.

3) Engineering Plan Review Services: Services may include engineering plan review under the supervision of the Public Works Director or Assignee. Services may include review of subdivision plats, residential and commercial developments, technical reports and civil plans, construction plans for water, sewer, paving, grading, drainage, street and traffic lights using applicable City and industry codes that have been adopted by the City. Plan reviews may include both private development and capital improvement program projects. A workstation may be provided by the City.

4) Environmental Engineering Services: Services may include environmental impact assessment and permitting, natural resources management, Brownfield's Grants, Phase 1 and Phase 2 investigations, remediation management, regulatory permit application and negotiation, cultural resources management, environmental compliance, aquatic sciences, landfill post closure, and transfer station operation, expansion, and design. Assist the City with standard environmental audits, permits, and compliance, as well as, more specialized requests, including lake and watershed modeling, GIS, risk assessment, and expert witness and litigation support. Services may also include support for carrying out activities related to the Stormwater Management Program, including but not limited to, analytical monitoring, outfall inspection, post-construction BMP inspection, facilities inspection, and limited public relations/outreach print media services. Lake monitoring, management, and treatment.

5) Archaeological Services: Provide a broad range of cultural resource management services related to archaeological site analysis. Services may include but are not limited to consultations, field surveys, site testing and evaluation, literature searches, records reviews, data recovery excavations, laboratory analysis, mitigation planning, cultural resource survey, exploratory excavation, report writing, site mitigation and reporting, coordination with regulatory agencies, permitting, national site registration, and construction monitoring.

6) Subsurface Utility Engineering: Services may include records research of existing subsurface and overhead utilities, field investigation, utility locating, designating, searching and tracing, utility depiction, utility coordination, electronic 3-D (e.g. Civil 3D) utility mapping of traceable and untraceable subsurface utilities in accordance with Quality Levels as defined by the CI/ASCE 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

7) Foundation and Structural Design: Services may include conceptual designs, structural alternatives and estimates, structural assessment of existing walls, buildings, bridges, and other structures. Services may also include final designs, plans and estimates, final structural reports, load calculations and recommendations for construction of retaining walls, steel reinforced concrete structures, small buildings, and vehicular and pedestrian bridges.

8) Landscape Architect: Services may include design and review of master plans, conceptual planning, street tree master plans, tree inventory, trail design, river corridor and riparian studies, site designs, parks and public open spaces, streetscapes, bicycle and pedestrian pathway design, scenery planting and irrigation, green stormwater infrastructure siting and design.

9) Stormwater: Services may include analysis, calculations, reports, design, and plan preparation for a variety of stormwater drainage, flood control, and surface water quality related projects and infrastructure. Siting, permitting, and design of regional stormwater detention and aquifer recharge facilities.

10) Streetlight Design: Services may include photometric analysis, pedestrian and street lighting design and control, power distribution and emergency power systems for roadways, parking lots and other developments.

11) Surveying: Services may include topographic, boundary control, as-built, ALTA surveys, aerial mapping (including drone mapping services), survey ground control, construction staking, limited pot-hole survey services, right-of-way and easement investigation, and preparation of legal descriptions and exhibits.

12) Traffic Engineering: Studies and analysis may include speed, volume, classification, origin/destination, travel time, traffic signal warrant, traffic control, pedestrian and bicycle, crosswalk warrant, Safe Routes to School, crash/safety, and signal timing. Design could include Safe Routes to School, traffic signal, traffic calming, traffic control, signing and pavement marking and other safety improvements. Tasks may also include Intelligent Transportation Systems (ITS) design to include fiber network improvements, ITS equipment standards/specifications, and Traffic Management Center recommendations.

13) Transportation Engineering: Design may include roadway improvements, development infrastructure cost share calculations, master plan, transit, bicycle and pedestrian facilities and intersections, including roundabouts.

14) Wastewater Systems: Services may include engineering evaluations, professional recommendations, and completed designs for collection conveyance components, manholes, interceptors, gravity and force main piping, sewage lift stations, recharge and reuse conveyance, storage and pumping stations, waste generation and disposal systems, treatment components, treatment equipment evaluation and recommendations, treatment process improvements, chemical treatment additions and other related components.

15) Water Production and Treatment System: Services may include feasibility studies, well-treatment optimization studies, power studies, distribution systems, pump stations, water storage facilities and treatment design, and process improvements.

16) Electrical Design and Supervisory Control and Data Acquisition (SCADA) Programming: Services may include design and inspection services for electric power supply, control systems and equipment specifications; electrical evaluation and design, troubleshooting/testing, and emergency call-out support for City facilities. Services may also include design and programming of local SCADA systems, PLC programming and telemetry, SCADA security design/planning, auditing/testing and implementation.

17) Public Relations: Services may include media coordination, social media applications, mailings, brochures, and other graphics. Coordinate/host public meeting venues and events. Services may also include providing website, email, phone, and other communication links for the general public related to a variety of Public Works or other City applications and projects.

18) Geotechnical Engineering: Services may include field instrumentation and monitoring; review of background information such as relevant geotechnical reports, project plans, relevant publications, and other pertinent data; conducting field studies in order to assess the nature of the on-site geotechnical conditions including the subsurface soil characteristics and depth to groundwater; laboratory testing to assess the nature and behavior of soils; engineering analyses to address slope stability, liquefaction, soil swell and settlement, site response, landslides and slope stability, including landslide geometry and geologic structure; retaining wall design and foundation design; ground shaking, liquefaction, lateral spreading, and settlement; groundwater seepage and moisture intrusion; pavement mix design, structural sections and percolation rates; evaluation of analysis of earth movement and other geotechnical problems such as cracked slabs and foundations, soil settlement, expansive soils, retaining wall failure, pipe corrosion and leakage, concrete corrosion, moisture intrusion, landslides/slope movement, pavement distress, and erosion; construction and changed conditions claims; contaminated soil, contaminated groundwater, remediation and cost estimating, waste handling and disposal, asbestos, lead, and mold; ground settlement associated with soil compaction and collapsible soils, and expansive soil distress; and project design and construction reports.

19) Hydro-geological Engineering: Services may include aquifer impact and well feasibility studies; well abandonment services; well design and construction inspection/observation services during the drilling of new replacement wells; equipping existing wells with monitoring devices; constructing new ground water monitoring wells and equipping them with monitoring devices; and aquifer testing on existing wells.

20) Professional Drone Services: Services may include quality aerial photos, video, maps, and data captured by a vetted and experienced professional FAA Certified drone pilot and photographer. Services can include Construction Site Monitoring, Drone Inspection Services, Orthomosaics and Aerial Survey, Data Capture and Analysis. The firm must have a sUAS operator certified as a FAA Part 107 Certified Remote Pilot

with recurrent training and certificate (if necessary), and each sUAS utilized in operations shall be properly registered with the FAA. Firm must demonstrate ability to obtain proper airspace authorization for each sUAS project and aircraft, including experience within the Prescott Regional Airport restricted airspace. Provide experience and understanding in complying with FAA regulations and operational safety procedures. Provide experience, understanding, and capability of providing survey-accurate ground control for deliverables utilized in engineering design work, producing 3D models and earthwork volume calculations, producing geolocated orthophotos, producing 1' accuracy topography, and producing high quality photos and construction inspection videos of project areas and corridors.

B. REQUESTS FOR INFORMATION

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

LaTona Jones
Contract and Purchasing Administrator
City of Prescott – Public Works
433 N. Virginia St., Prescott, AZ 86301
LaTona.Jones@prescott-az.gov

Requests for information must be received by the project representative prior to 5:00pm on Thursday, October 20, 2022. Responses, or addenda as required, will be issued no later than 12:00pm on Monday, October 24, 2022. Receipt of addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

II. STATEMENT OF QUALIFICATIONS EVALUATION CRITERIA

Responses to this request must be in the form of a Statement of Qualifications (SOQ), as outlined in this document.

A. General Requirements

Interested firms are required to submit information relative to their qualifications, experience, project delivery approach, ability to meet the project's goals and objectives, and other criteria as listed. All information must be provided as requested for all firm members and their key personnel to be assigned to this project.

The SOQ shall address the evaluation criteria and shall include the following:

- Cover letter indicating interest in providing services. The category or categories that the firm wishes to be considered must be clearly identified in the cover letter.
- Location of the firm
- Area(s) of interest
- Statement of the firm's understanding of the purpose and scope of the applied service category

- Description of specific technical capabilities, qualifications, and years of prior experience for each applied service category
- Brief resume for key project team members outlining their credentials and experience for each applied service category
- Description of at least three (3) but no more than five (5) similar projects in which the firm participated for each applied service category. Describe the firm's role in the project and scope of work that demonstrates the firm's expertise. Provide the name and contact information for each project.
- Description of how the firm would approach, manage, and complete related projects for each applied service category
- List of applicable Arizona professional licenses held, including license numbers, and note whether licenses are held by firms or individuals
- List and provide a brief description of projects currently under contract with other government agencies

The City reserves the right to cancel this request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into one or more of the multiple contracts as specified if determined by the City to be in the City's best interests. The City assumes no liability for the cost of preparing a response to this request.

B. Proprietary Information

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

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

C. Submittal Requirements

Statements shall be submitted as one original (<u>not stapled or bound</u>) along with a flash drive with same submittal and must conform to this request.

The SOQ shall be limited to no more than five (5) pages for each applied area of interest within a single response submittal. Pages shall be letter size (8½ x 11 inches), single-sided, with a minimum font size of 11. Combinations of text and graphic material may be used at the firm's discretion to appropriately communicate facts and qualifications. Five (5) additional pages of appendices are allowed per applied category which may include graphs, charts, photos, or additional resumes. Tabbed divider pages are recommended to separate the applied areas of interest. Front and back covers, table of contents, and tabbed divider pages will not be counted if they do not contain submittal information.

The cover letter shall not exceed two (2) pages and is exclusive of the page count limitation for the SOQ. The cover letter shall clearly identify the category or categories of service for which the firm wishes to be considered. The letter shall be on the firm's company letterhead and shall be signed by an officer or principal of the firm with contracting authority.

Within the submittal package (preferably on the SOQ cover or within the cover letter), provide all contact information including the firm's name, address(es), email address(es), website address, phone, and name(s) of principals. This information will be utilized for all correspondence related to this request. Notification of the final list and assignment of contracts will be delivered to the contact information as provided in the SOQ.

Do not include any fees or pricing related to this project with the SOQ submittal. These materials will not be considered at this time and failure to comply with this provision may result in the rejection of the submittal.

D. Delivery of Submittals

Sealed SOQs will be received **before 2:00pm on Thursday, October 27, 2022**, at the City Clerk's Office, 201 S. Cortez Street, Prescott, Arizona 86303, at which time all submittals will be publicly opened in the City Clerk's Conference Room.

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

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

Statement of Qualifications:
FY24-29 Public Works On-Call Professional Services
Due before 2:00pm on October 27, 2022

E. Minimum Team Qualifications

Firms shall possess the qualifications and Arizona licenses as required by law, in addition to having extensive knowledge, expertise and experience for the professional service categories for which they apply. Selected firms will be required to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract. A sample agreement is provided with this request.

III. EVALUATION CRITERIA

The SOQ shall clearly and accurately display the capability, knowledge, and experience of the firm to meet the technical requirements of the request. Qualifications shall be prepared simply and economically, providing a straightforward, concise description of the firm's ability to meet the requirements of this request. Emphasis shall be on quality,

completeness, clarity of content, responsiveness to the requirements, and understanding of the City's needs.

The SOQs will be evaluated by a Review Committee appointed by the City according to the following criteria:

A. GENERAL INFORMATION

10 points possible

- Brief overview of the firm and legal organization of the company
- Applicable licenses held
- Submission requirements met

B. EXPERIENCE AND QUALIFICATIONS OF THE FIRM AND KEY PERSONNEL

40 points possible

- Demonstrated understanding of the purpose and scope of the applied service category
- Demonstrated years of experience, specific technical capabilities, and qualifications for the applied service category
- List of comparable projects for the applied service category with work performed and reference information
- Names and locations of the key personnel proposed for delivering services
- Brief resume for each key team member describing their experience, background, and notable projects

C. PROPOSED PROJECT APPROACH

10 points possible

A key element to successful partnerships is the availability and accessibility of selected firms to City staff and local citizens. Firms must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.

- Description of how the firm would approach, manage, and complete required services. Identify and include a detailed discussion of specific areas that will require special attention and/or innovative approaches.
- Identify the location of the firm's principal office and local office (if applicable)

D. VALUE ADDED KNOWLEDGE AND EXPERIENCE

30 points possible

The firms hired by the City must be familiar with local community needs, standards, historical challenges, local codes, and site conditions.

- Explain why your firm is particularly qualified to perform the required services in the Prescott area. Demonstrate the firm's knowledge of local geology, climate practices, rules, regulations, and procedures as they relate to the applied service categories.
- List of projects currently under contract with other government agencies
- Specific experience of the firm within Arizona
- Specific experience of the firm with the City of Prescott

E. Overall Evaluation

10 points possible

This is to be determined by the Review Committee. No submittal response is required. Information obtained from the SOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.

- Overall quality of the SOQ evidencing interest in providing services
- Overall evaluation of the firm and its perceived ability to provide the required services

IV. Evaluation and Selection Process

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

A. Overview

This is a qualifications-based selection process as authorized by A.R.S. § 34-604. The process will involve an evaluation and scoring of each firm's qualifications and relevant experience, as indicated in its SOQ. A Review Committee appointed by the City for this procurement, will individually evaluate the SOQs according to the criteria and weighting as indicated for each category. Following evaluation of the SOQs, a final list of the highest ranked firms will be determined for each service area. The final list will remain in effect for a period of up to five (5) years from the date of issuance by the City.

B. Final Ranking and Contract Negotiation

Using the individual Review Committee member's scores from the SOQs, the committee shall rank the firms to generate a final list of at least three (3) but no more than five (5) firms for each professional service category. If a firm submitted qualifications for more than one type of professional service, the firm may be on more than one final list. The City will then notify each of the candidate firms of the final rankings.

Multiple contracts will be awarded to the successful firms on each final list. Award of a contract is not a guarantee of work but is utilized to expedite the process of negotiating specific services as the needs arise. All contracts will be for the term of one (1) year, with the consideration of four (4) one-year extensions based on successful completion of work and mutual agreement. The City will determine the value of each contract based on projected City needs, available budget and the selected professional service categories.

Selected firms will be required to execute and meet the terms of the City's standard Professional Services Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council may also be required for award of a contract.

As project needs arise, contracted firms may be contacted to determine interest and availability for specific tasks. Upon successful negotiation of a scope and fee for work, the City will issue an authorization for performing the specified tasks.

C. TERM OF CONTRACT

The contract resulting from this request shall commence on July 1, 2023, for an initial period of one (1) year. The terms of the contract will be subject to an increase of not more than 3% annually and could be renewed automatically annually for up to 4 consecutive years. The decision to renew shall be solely the City's. Notice of intent to renew shall be made at least one (1) month prior to normal contract expiration. If renewal results in changes of the terms or conditions, such changes shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

D. TERMINATION OF CONTRACT

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

E. COOPERATIVE USE OF CONTRACT

This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

F. PROTEST POLICY

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

V. ATTACHMENTS

A. CITY OF PRESCOTT FIVE-YEAR CAPITAL IMPROVEMENTS PLAN
B. SAMPLE PROFESSIONAL SERVICES AGREEMENT

Page No.	Description	Funding	FY2023 Budget	FY2024 Projection	FY2025 Projection	FY2026 Projection	FY2027 Projection	FY2028 Projection	Total
	Public Works								
	Street Circulation								
	Pioneer Parkway/Commerce Roundabout	S	1,000,000						1,000,000
	Miscellaneous Traffic Studies	S	400,000						400,000
	Prescott Library Sidewalk Improvements	S	366,681						366,681
	Intersection Signalization Project	S	220,000	20,000	200,000	20,000	200,000	20,000	680,000
	Sidewalk Repair and Replacement Program	S	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
	Willow Creek Berm Improvement	S,GR	50,000	350,000					400,000
	Total		2,236,681	570,000	400,000	220,000	400,000	220,000	4,046,681
	Street Reconstruction								
	Penn Avenue and Eastwood Drive Reconstruction	S,W,WW	10,312,237	1,250,000					11,562,237
	Miscellaneous Streets Projects	S	200,000	200,000	200,000	200,000	200,000	200,000	1,200,000
	McCormick/Sheldon Street Reconstruction - Gurley to Grove	S,W,WW		150,000	1,500,000				1,650,000
	W. Merritt Avenue Reconstruction	S,W,WW		250,000	2,275,000				2,525,000
	E. Willis Street Reconstruction	S,W,WW			450,000	2,500,000	2,500,000		5,450,000
	Gail Gardner Way Improvements	S			130,000	1,500,000			1,630,000
	Total		10,512,237	1,850,000	4,555,000	4,200,000	2,700,000	200,000	24,017,237
	Street Preservation, Rehabilitation and Maintenance								
	Pavement Preservation Program	S	10,000,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	52,500,000
	Total		10,000,000	8,500,000	8,500,000	8,500,000	8,500,000	8,500,000	52,500,000
	Drainage								
	Citywide Drainage Improvements Program	S,CC	840,000	600,000	600,000	600,000	600,000	600,000	3,840,000
	Carleton St Neighborhood Reconstruction and Drainage Imp	S			250,000	2,250,000			2,500,000
	Sheldon Street Drainage Improvements	S				100,000	1,000,000		1,100,000
	Total		840,000	600,000	850,000	2,950,000	1,600,000	600,000	7,440,000
	Water Distribution								
	Main Line Replacements	W,WW	2,250,000	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	9,750,000
	Mullen Way Water Main Extension	W,WW	495,000						495,000
	Zone 24/27 Water Pipeline Upsizing - Thumb Butte Road to Upper Thumb	W	134,525	1,500,000	1,850,000				3,484,525
	Green Lane and Yakashba Water Main Upsizing	W	50,000	500,000	5,670,000				6,220,000
	Buttermilk Drive Distribution System Loop	W	30,000	260,000					290,000
	Quaka Crossing - YPIT Water Main Upgrade	W		1,242,000					1,242,000
	Downtown Water Main Replacement Program	W		800,000	2,800,000				3,600,000
	SR69 Corridor Water Main	W		470,000	200,000	1,330,000			2,000,000
	Arrowhead Distribution System Loop	W		80,000	865,000				945,000
	Zone 61 Water Main Upgrade	S,W,WW			2,243,300	1,156,700			3,400,000
	North Airport Distribution System Loop	W			1,071,000				1,071,000
	Zone 40 and Zone 41 Water Main Upgrades	S,W,WW			145,000	1,450,000			1,595,000
	Wilkinson/Larry Caldwell Drive Water Main Upsizing	W				650,000			650,000
	Zone 42 Pipeline Upgrade	S,W,WW				175,000			175,000
	Zone 48 Distribution System Loop	W					500,000		500,000

Total		2,959,525	6,352,000	16,344,300	6,261,700	2,000,000	1,500,000	35,417,525
Water Production								
Water Production and Intermediate Pump Station, Tanks and Pipeline	W	25,947,888	5,000,000					30,947,888
Zone 56 Tank and Pipeline and Zone 7 Pump Station	W	8,554,080	2,300,000					10,854,080
Production Well No. 3 CV-Rehabilitation	W	2,618,253						2,618,253
Zone 52 Water Main Connect to Northwest Regional Tank	W	1,603,336						1,603,336
Zone 41 Mingus Pump Station, Tank and Pipeline	W	127,027	2,164,359	4,250,000	2,625,000			9,166,386
Production Well No. 6 AP - New	W		300,000	3,000,000				3,300,000
Zone 40 Cedarwood Tank Upsizing	W		225,000	750,000				975,000
Production Well No. 1 CV-Rehabilitation	W		200,000	3,000,000				3,200,000
Production Well No. 2 CV-Rehabilitation	W		200,000	3,000,000				3,200,000
Zone 30 Pump Station	W		200,000	2,181,000				2,381,000
Granite Creek and Willow Creek Dam Repairs	W		150,000					150,000
Upper Rancho Vista Pump Station Upgrade	W		145,000	880,000				1,025,000
Total		38,850,584	10,884,359	17,061,000	2,625,000	-	-	69,420,943

Water Quality								
Watson Lake Improvements	W	375,000						375,000
Total		375,000	-	-	-	-	-	375,000
Wastewater Collections								
Airport Ruger Road Trunk Main Extension	WW	3,275,000						3,275,000
Sundog Trunk Main, Phase C	W,WW	1,430,199	9,500,000	2,150,000				13,080,199
Slaughterhouse Gulch Sewer Improvement	WW	637,000						637,000
Willow Creek Gravity Sewer	WW	412,407	2,658,000	1,550,000				4,620,407
Yavapai Hills #1 Lift Station Rehabilitation	WW	256,121	2,100,000					2,356,121
Prescott Lakes Parkway Lift Station	WW	119,973	1,110,000					1,229,973
Willow Creek Trunk Main Upsize	WW		317,600	2,858,400				3,176,000
Montezuma Trunk Main Upsizing	WW		268,000	1,427,000				1,695,000
Willow Creek Road, Rosser St and Demerse St Area Sewer Main Upsize	WW		250,000	2,568,400				2,818,400
Hassayampa Sewer Trunk Main Upsizing	WW			275,000	2,812,000			3,087,000
Gurley, Sheldon, EZ Street and Roughrider Improvements	WW				542,000			542,000
5th Street, 6th Street and Hillside Sewer Main Upsize	WW					821,000		821,000
Montezuma and Gurley Street Improvements	WW					215,000		215,000
Shadow Valley Drive and Archers Path	WW					42,000		42,000
Sun Street Sewer Main Upgrade	WW						1,200,000	1,200,000
Peace Lane and Gail Gardner Way	WW						100,000	100,000
Total		6,130,700	16,203,600	10,828,800	3,354,000	1,078,000	1,300,000	38,895,100
Wastewater Treatment								
Centralizaton - Sundog Equalization Basin and Plant Decommissioning	WW	800,000	1,500,000					2,300,000
Centralization - Effluent Tank, Pipeline and SR89 Widening (Dells)	WW	656,393	4,675,000	19,150,000	2,000,000			26,481,393
Centralization - Airport WRF Expansion, Phase 2	WW			1,000,000	10,000,000	7,750,000		18,750,000
Total		1,456,393	6,175,000	20,150,000	12,000,000	7,750,000	-	47,531,393
Facilities, Vehicles, Other Capital								
Vehicle Replacements - carryover	*N*,WW,ENG	2,051,393						2,051,393
Vehicle Replacements	*N*,WW,ENG	2,187,000	2,669,000	2,611,000	2,369,000	2,334,000	2,115,000	14,285,000
Streets Division Snow Equipment Facility	S	1,092,000	1,080,000					2,172,000
Miscellaneous Water and Wastewater Projects	W,WW	600,000	550,000	550,000	550,000	550,000	550,000	3,350,000
Solid Waste Additional Fee Booth and Scales	SW	510,000						510,000
Impact Fee Ordinance Project	W,WW	300,000		5,500		5,500	325,000	636,000
Remote-Controlled Skid Steer	S	132,000						132,000
Water and Wastewater Models Update	W,WW	100,000					500,000	600,000
Pull Behind Concrete Mixer	S	43,200						43,200
Wastewater Golf Cart Replacement	WW	25,000						25,000
Whiskey Row Alley	S	28,303						28,303
Solid Waste Maintenance Building	SW	14,894						14,894
Transfer Station/Street Maintenance Yard Paving	S,SW		250,000					250,000
Transfer Station Master Plan	SW		200,000					200,000
Aerial, Digital Elevation Model, Contour	S,W,WW		110,000					110,000
Total		7,083,790	4,859,000	3,166,500	2,919,000	2,889,500	3,490,000	24,407,790

Total Public Works Requests	80,444,910	55,993,959	81,855,600	43,029,700	26,917,500	15,810,000	304,051,669

Professional Services Agreement

**** Project**
Contract No. **

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 ** (hereinafter referred to as "Professional"), has expertise in providing ** services and is willing and able to provide professional services to the City for the project known and described as ** Project, Project No. ** (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

SAMPLE

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. <u>COORDINATION OF SERVICES:</u> 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

SAMPLE

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 **, 20**, 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 ** 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

SAMPLE

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.

VIII. CONTRACT AMOUNT: The Contract Amount to be paid by the City to the Professional shall not exceed ** dollars and ** cents ($**), 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

SAMPLE

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 WORK: The City may order extra work, or make changes by altering, or deleting any portion of the work as specified herein, as deemed necessary or desirable by the Director. All such 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 extra work.

A. Extra work shall be that work not indicated or detailed on the Professional's Scope of Work and/or not specified herein this Agreement. Such 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 work, not involving extra cost, and not inconsistent with the purposes of the work. No extra work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total Contract Amount shall be valid unless so ordered by the Director.

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

D. Adjustments to the Contract Amount and/or Contract Term which are agreed upon shall be incorporated in the written change order issued by the Director, which shall indicate acceptance on the part of the Professional as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Agreement as it applies to the items in question and make such arrangements as it may deem necessary to complete the work, or it may direct the Professional to proceed with the items in question to be reimbursed pursuant to the unit prices in the Professional's fee proposal.

E. If the Professional claims that any instructions involve 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 work. No such claim shall be valid unless so made. The Professional shall do such extra 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 extra work. In no case shall work be undertaken without written notice from the Director to proceed with the work. All Contract Amendments shall be approved by the Director, but Contract Amendments over $25,000 must also be approved by 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 works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, 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

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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 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.

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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

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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.

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: City of Prescott
Public Works Director
433 N. Virginia Street
Prescott, Arizona 86301

PROFESSIONAL: **
**
**
**

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.

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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. COOPERATIVE USE: This contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the contracted vendor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

H. 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,

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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 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 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.

SAMPLE

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.

Dated this _____ day of _____, 20**.

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

CITY OF PRESCOTT, a municipal corporation:

_____
Philip R. Goode, Mayor

insert name of Professional's company (or entity) and state of incorporation:

_____
** (Signature)

By: _____
(Printed Name)

Title: _____

Email: _____

ATTEST:

_____
Sarah M. Siep, City Clerk

APPROVED AS TO FORM:

_____
Joseph D. Young, City Attorney

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Client	22767 - City of Prescott-Legals	Phone	(928) 777-1272
Address	201 S. Cortez St.	E-Mail	sarah.siep@prescott-az.gov
	Prescott, AZ, 86303	Fax	

Order#	633266	Requested By		Order Price	$98.60
Classification	0050 - PUBLIC NOTICES	PO #	RFQ ON-CALL SERVICES	Tax 1	$0.00
Start Date	09/04/2022	Created By	DBG	Tax 2	$0.00
End Date	09/18/2022	Creation Date	08/31/2022, 08:20:55 am	Total Net	$98.60
Run Dates	3			Payment	$0.00
Publication(s)	DAILY COURIER	Dimensions	1.6 " X 3.4 "		

Sales Rep	1031 - Debra Goff	Phone	(928) 778-0500 Ext: 1121
		E-Mail	dgoff@prescottaz.com
		Fax	

REQUEST FOR STATEMENT OF QUALIFICATIONS

FY24-29 PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

DESCRIPTION: The City of Prescott, Arizona, solicits interest from qualified persons or firms to provide FY24-29 Public Works On-Call Professional Services. Only persons or firms capable of providing the requested discipline categories of professional services will receive consideration. Firms can submit for one or more categories in a single response. The category or categories that the firm wishes to be considered must be clearly identified in the cover letter of the Statement of Qualifications.

BID OPENING: Thursday, October 27, 2022, at 2:00pm City Council Chambers 201 S. Cortez Street, Prescott Arizona, 86303.

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

Copies of the Request for Statement of Qualifications and Contract Documents are available free of charge on the City's website at http://www.prescott-az.gov/business-development/purchasing/bid-listings/.

PUBLISH: September 4, 2022, September 11, 2022, and September 18, 2022

Exhibit H - Attachment C

CITY OF PRESCOTT
ARIZONA
Everybody's Hometown

Public Works Department

433 N. Virginia Street
Prescott, Arizona 86301
(928) 777-1130

OPENING RECORD

DATE: THURSDAY, OCTOBER 27, 2022, AT 2:00PM

PROJECT: FY24-29 PUBLIC WORKS ON-CALL PROFESSIONAL SERVICES

PROPOSALS RECEIVED FROM:
1) Western Technologies
2) Kimley-Horn
3) Huitt-Zollers
4) Burges & Niple
5) JJA Engineering and Enviromental
6) Consor
7) Ninyo & Moore
8) The WLB Group
9) Paradigm Design
10) Northern Arizona Partners
11) Beta Public Relations
12) Willdan
13) Rick Engineering
14) JE Fuller Hydrology & Geom
15) Aztec Engineering
16) RVI Planning & Landscape
17) Civil Tec

18) Qaulity Testing
19) Enroute Aerial
20) Westwood Professional Services
21) Logan Simpson Design
22) TBD Consutents
23) West Consultants
24) Lyon Engineering
25) Wood Patel Associates
26) Matrix ~~NK~~ Neworld
27) Enviro Systems
28) Terracon Consuting Engineers & Scientist
29) Ta Utility Engineers
30) LTM Engineer
31) Strand Associates
32) Nokahi, LLC
33) Asdurra
34) FM Solutions
35) Biozone, Inc
36) Water Works
37) Lee Engineering
38) Your Project M.O.
39) CEI Consultant Engineering
40) Holistic Engineering AKA Helm

41)	Harrington Planning & Design
42)	
43)	
44)	
45)	
46)	
47)	
48)	
49)	
50)	

Signature of Official

Signature of Witness

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **CADD Services**

Firm
Ardurra
CivilTec
FM Solutions
Harrington Planning + Design
Huitt-Zollars
Kimley-Horn
Paradigm Design
Rick Engineering Company
Strand
Willdan
WLB Group

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Inspection Services**

Firm
Ardurra
Consultant Engineering, Inc.
Ninyo & Moore
Quality Testing, LLC
Rick Engineering Company
Willdan

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Engineering Plan Review Services**

Firm
Ardurra
CivilTec Engineering, Inc.
Kimley-Horn
Paradigm Design
STRAND
Westwood
Willdan

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Environmental Engineering Services**

Firm
Biozone, Inc. (no flash drive)
JE Fuller
Kimley-Horn
Logan Simpson
Matrix New World
Ninyo & Moore
Terracon
Western Technologies, Inc.

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Archaeological Services**

Firm
Biozone, Inc. (no flash drive)
EnviroSystems
Logan Simpson

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Subsurface Utility Engineering**

Firm
T2 Utility Engineers Inc.

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: Foundation and Structural Design

Firm
Aztec Engineering Grouup, Inc.
Consor
Kimley-Horn

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Landscape Architect**

Firm
Harrington Planning + Design
J2 Design
Kimley-Horn
Logan Simpson
RVI Planning + Landscape Architecture
Terracon
WLB Group

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Stormwater**

Firm
Ardurra
CivilTec Engineering, Inc.
Holistic Engineering and Land Management
Huitt-Zollars
J2 Design
JE Fuller
Kimley-Horn
LTM Engineering
Lyon Engineering
Strand
West Consultants
Westwood
WLB Group
Wood Patel

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Streetlight Design**

Firm
Kimley-Horn
Lee Engineering

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Surveying**

Firm
Ardurra
CivilTec Engineering, Inc.
Huitt-Zollars
Lyon Engineering
WLB Group

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Traffic Engineering**

Firm
Ardurra
Burgess & Niple
Kimley-Horn
Lee Engineering
Lokahi
Paradigm Design
Strand

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Transportation Engineering**

Firm
Ardurra
CivilTec Engineering, Inc.
Consor
Kimley-Horn
Lee Engineering
Lyon Engineering
Paradigm Design
Rick Engineering Company
Strand

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Wastewater Systems**

Firm
Ardurra
CivilTec Engineering, Inc.
Consor
Kimley-Horn
Lyon Engineering
Rick Engineering Company
Water Works Engineers
WLB Group

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Water Production and Treatment Systems**

Firm
Ardurra
CivilTec Engineering, Inc.
Consor
Kimley-Horn
Lyon Engineering
Rick Engineering Company
Water Works Engineers

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Electrical Design and SCADA**

Firm
CivilTec Engineering, Inc.

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Public Relations**

Firm
BETA PR
Northern Arizona Partners
Your Project MO

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: Geotechnical Engineering

Firm
Ninyo & Moore
Quality Testing, LLC
Terracon
Western Technologies, Inc.

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Hydro-Geological Engineering**

Firm
Matrix New World

Submittal Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Professional Drone Service**

Firm
Burgess & Niple
CivilTec Engineering, Inc.
Enroute Aerial
Kimley-Horn
Lyon Engineering
Terracon

Scoring Guidelines for Statement of Qualifications

FY24-29 Public Works On-Call Professional Services

The Statement of Qualifications shall display clearly and accurately the capability, knowledge, and ability of the firm to meet the technical requirements of the RSOQ. Combinations of text and graphic material may be used at the firm's discretion to appropriately communicate facts and qualifications.

A. General Information (10 points)				
A.1.	Brief overview of the firm and legal organization of the company (3 points)	No/incomplete information	Information is lacking or incomplete	Information is complete
A.2.	Applicable licenses held (3 points)	No information	Information could not be verified	Information complete and verified
A.3.	Submission requirements met (4 points)	Poor: No/incomplete information; SOQ lacks sufficient detail; disorganized with missing information	Fair to good: Some information is lacking or incomplete; the SOQ is mostly organized and of average detail	Excellent: Information is complete; SOQ is well organized with excellent detail provided
B. Experience and Qualifications of the Firm and Key Personnel (40 points)				
B.1.	Demonstrated understanding of the purpose and scope of the applied service category (10 points)	Low level of understanding; lacks sufficient detail	Average level of understanding; good detail	Advanced level of understanding; great detail
B.2.	Demonstrated years of experience, specific technical capabilities, and qualifications for the applied service category (10 points)	Poor: Very limited detail and relevance; does not appear to have a lot of related experience	Fair to Good: Average detail and relevance; has some related experience but might not be the best	Excellent: High level of detail and relevance; has obvious related experience and capabilities
B.3.	List of comparable projects for the applied service category with work performed and reference information (10 points)	List not provided; projects submitted are not comparable	List provided but incomplete; projects submitted have some similarities	Complete list provided; projects submitted are very comparable
B.4.	(10 points) • Names and locations of the key personnel proposed for delivering services • Brief resume for each	All new personnel; office locations not provided; very limited detail; majority of personnel have little to no	Mixed group of new/seasoned personnel; office location given; mixed location of local and non-	All staff are seasoned with the firm; office location given and the majority of work is being done locally

	key team member describing their experience, background, and notable projects	relevant experience	local work performed	
C. Proposed Project Approach (10 points)				
A key element to successful partnerships is the availability and accessibility of selected firms to City staff and local citizens. Firms must demonstrate that the necessary personnel are available within a reasonable time to attend meetings, conduct field investigations and complete other local services as may be required.				
C.1.	Description of how the firm would approach, manage and complete required services. Identify and include a detailed discussion of specific areas that will require special attention and/or innovative approaches (8 points)	Poor: Approach is impractical; not enough detail to determine process of administration; does not appear to have a lot of relevant experience; unable to identify specific areas of attention	Fair to good: Approach is practical; good to limited detail for process of administration; experience seems average or does not have the best experience; able to identify some specific areas of attention and/or approach is not considered innovative	Excellent: Approach is practical and well organized; great detail provided on process of administration; high level of experience with obvious capabilities; able to identify all specific areas of attention and/or provide an innovative approach
C.2.	Identify the location of the firm's principal office and local office (if applicable) (2 points)	Office location not given and no work is being done locally	Office location given with a mixed location of local and non-local work being performed	Office location given and the majority of work is being done locally
D. Value Added Knowledge and Experience (30 points)				
The firms hired by the City must be familiar with local community needs, standards, historical challenges, local codes and site conditions.				
D.1.	Explain why your firm is particularly qualified to perform the required services in the Prescott area. Demonstrate the firm's knowledge of local geology, climate practices, rules, regulations and procedures as they relate to the project (15 points)	Not qualified; no knowledge of local practices	Fair to good qualifications; somewhat familiar with local practices	Excellent qualifications; high level of knowledge on local practices

D.2.	List of projects currently under contract with other government agencies (5 points)	List not provided; no government experience	List provided but incomplete; some government experience	Complete list provided; obvious government experience
D.3.	(10 points) • Specific experience of the firm within Arizona • Specific experience of the firm with the City of Prescott	Information not provided; very limited detail and relevance; no experience in Arizona or Prescott or experience is unclear	Information provided but incomplete; average detail and relevance; some experience in Arizona or Prescott	Complete information provided; excellent detail and relevance; great deal of experience in Arizona and Prescott
E. Overall Evaluation (10 points)				
*This is to be determined by the Review Committee. No submittal response is required. Information obtained from the SOQ and from any other relevant source, in addition to past experience with the City, may be used in the evaluation and scoring process for this item.				
E.1.	Overall quality of the SOQ evidencing interest in providing services (5 points)	Project data is missing, incomplete or lacking sufficient detail, not comparable or can't be verified; boilerplate responses; experience unclear or not relevant; no evidence of real interest or significantly lacks understanding of overall project	Project data is mostly complete with average quality and detail; has relevant experience but may not be the best; evidence of interest in project with good effort given towards submittal; basic understanding of overall project with some ability to identify areas of attention	Project data is complete with high level of detail and quality; superior experience and knowledge; high level of interest in project with best effort given towards submittal; advanced understanding of overall project with definite ability to identify areas of attention
E.2.	Overall evaluation of the firm and its perceived ability to provide the required services (5 points)	Approach is poor and impractical; SOQ lacks sufficient detail; staff/firm not fully qualified; not confident that firm can deliver quality product or ensure success; bad history of past projects	Approach is ok and practical but could be better; SOQ has average detail; staff/firm have average experience and could complete the project but may not be the best	Approach is excellent; SOQ was complete and accurate with great detail provided; staff/firm have high level of experience and capabilities as evidenced by past projects and innovative solutions; high chance of success

Exhibit H - Attachment E

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: CADD Services

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
CivilTec	93	94	99	97	100	483	96.6
Huitt-Zollars	88	91	96	98	100	473	94.6
WLB Group	84	88	90	97	94	453	90.6
Ardurra	84	94	96	100	72	446	89.2
Strand	83	66	98	98	95	440	88
Kimley-Horn	75	89	97	98	68	427	85.4
Rick Engineering Company	76	64	96	96	65	397	79.4
Paradigm Design	83	75	88	88	61	395	79
Willdan	80	80	80	63	74	377	75.4
Harrington Planning + Design	75	66	59	74	54	328	65.6
FM Solutions	66	30	64	75	30	265	53

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Inspection Services**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Ninyo & Moore	97	92	85	95	88	457	91.4
Consultant Engineering, Inc.	99	87	80	86	85	437	87.4
Ardurra	82	81	91	62	76	392	78.4
Quality Testing, LLC	91		59	68	75	293	73.25
WILLDAN	69	65	65	68	71	338	67.6
Rick Engineering Company	74	56	45	55	62	292	58.4

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Engineering Plan Review Services**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
CivilTec Engineering, Inc.	85	97	98	95	97	472	94.4
Kimley-Horn	83	96	85	95	93	452	90.4
Ardurra	86	90	81	99	83	439	87.8
STRAND	83	80	88	92	88	431	86.2
Westwood	78	67	79	88	79	391	78.2
WILLDAN	80	65	92	80	73	390	78
Paradigm Design	84	63	80	88	74	389	77.8

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Environmental Engineering Services**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Firm Totals	Average Score
Matrix New World	97	100	94	94	385	96.25
JE Fuller	68	98	100	90	356	89
Terracon	92	89	78	84	343	85.75
Ninyo & Moore	84	84	79	86	333	83.25
Logan Simpson	46	77	100	95	318	79.5
Kimley-Horn	55	76	99	85	315	78.75
Western Technologies, Inc.	36	69	71	69	245	61.25
Biozone, Inc.	22	69	53	73	217	54.25

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Archaeological Services**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
EnviroSystems	77	90	97	97	88	449	89.8
Logan Simpson	82	86	83	94	85	430	86
Biozone, Inc	46	64	84	82	86	362	72.4

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Subsurface Utility Engineering**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Firm Totals	Average Score
T2 Utility Engineers Inc.	100	94	98	292	97.33
				0	0

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Foundation and Structural Design**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Kimley-Horn	100	93	100	96	82	471	94.2
Consor	89	79	87	80	68	403	80.6
Aztec Engineering Grouup, Inc.	82	81	79	81	71	394	78.8

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Landscape Architect**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Kimley-Horn	86	95	95	94	82	452	90.4
WLB Group	95	90	95	91	78	449	89.8
Logan Simpson	85	86	86	94	61	412	82.4
Harrington Planning + Design	86	92	82	75	76	411	82.2
Terracon	87	94	76	74	74	405	81
J2 Design	85	91	83	65	77	401	80.2
RVI Planning + Landscape Architecture	89	70	93	68	71	391	78.2

Score Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Stormwater**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
HELM, Wilson & Company, Inc.	93	90	100	100	98	481	96.2
Lyon Engineering	97	89	100	98	91	475	95
JE Fuller	95	85	99	100	91	470	94
CivilTec Engineering, Inc.	90	88	92	91	94	455	91
West Consultants	88	88	91	96	89	452	90.4
Wood Patel	87	81	96	81	86	431	86.2
Kimley-Horn	78	79	96	86	87	426	85.2
J2 Design	87	82	95	74	86	424	84.8
LTM Engineering	76	73	96	73	84	402	80.4
Ardurra	53	84	95	78	88	398	79.6
Huitt-Zollars	55	89	96	76	75	391	78.2
Westwood		81	73	76	78	308	77
WLB Group	47	75	83	83	74	362	72.4
Strand	42	76	88	73	82	361	72.2

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Streetlight Design**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Kimley-Horn	100	90	98	93	89	470	94
Lee Engineering	100	88	95	88	95	466	93.2

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Surveying**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Lyon Engineering	88	91	100	97	95	471	94.2
Huitt-Zollars	83	91	96	97	98	465	93
CivilTec Engineering, Inc.	83	96	88	95	76	438	87.6
Ardurra	85	87	96	100	63	431	86.2
WLB Group	84	70	90	96	91	431	86.2

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Traffic Engineering**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Kimley-Horn	100	90	93	94	99	476	95.2
Lee Engineering	100	94	87	92	92	465	93
Lokahi	100	89	92	88	92	461	92.2
Strand	100	85	82	97	91	455	91
Burgess & Niple	95	84	83	95	93	450	90
Ardurra	95	71	91	90	95	442	88.4
Paradigm Design	95	72	67	86	94	414	82.8

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Transportation Engineering**

Firm	Reviewer 1	Rank	Reviewer 2	Rank	Reviewer 3	Rank	Reviewer 4	Rank	Reviewer 5	Rank	Firm Totals	Average Score	Average Rank	
CivilTec Engineering, Inc.	100	1	98	1	98	1	95	2	100	1	496	124	1.2	1
Lyon Engineering	100	1	94	3	97	2	94	3	100	1	494	123.5	2	2
Kimley-Horn	100	1	91	5	97	2	97	1	96	4	490	122.5	2.6	3
Rick Engineering Company	95	6	96	2	83	4	87	7	87	6	467	116.75	5	5
Strand	100	1	85	6	80	5	93	4	83	7	457	114.25	4.6	4
Lee Engineering	100	1	92	4	74	8	80	9	90	5	458	114.5	5.4	6
Ardurra	95	6	76	8	75	7	88	6	100	1	461	115.25	5.6	7
Consor	95	6	82	7	79	6	90	5	81	8	451	112.75	6.4	8
Paradigm Design	95	6	72	9	60	9	85	8	79	9	423	105.75	8.2	9

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Transportation Engineering**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
CivilTec Engineering, Inc.	100	98	98	95	100	491	122.75
Lyon Engineering	100	94	97	94	100	485	121.25
Kimley-Horn	100	91	97	97	96	481	120.25
Rick Engineering Company	95	96	83	87	87	448	112
Strand	100	85	80	93	83	441	110.25
Lee Engineering	100	92	74	80	90	436	109
Ardurra	95	76	75	88	100	434	108.5
Consor	95	82	79	90	81	427	106.75
Paradigm Design	95	72	60	85	79	391	97.75

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Wastewater Systems**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Water Works Engineers	96	86	94	97	93	466	93.2
Lyon Engineering	94	86	94	96	90	460	92
CivilTec Engineering, Inc.	89	85	95	85	99	453	90.6
Consor	85	84	82	80	68	399	79.8
Kimley-Horn	76	84	69	75	78	382	76.4
Ardurra	72	82	75	74	72	375	75
Rick Engineering Company	67	83	83	62	65	360	72
WLB Group	56	79	66	59	54	314	62.8

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Water Production and Treatment Systems**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Water Works Engineers	98	88	97	98	94	475	95
Lyon Engineering	94	86	99	9	90	378	75.6
CivilTec Engineering, Inc.	89	87	97	92	88	453	90.6
Consor	83	87	87	84	81	422	84.4
Kimley-Horn	80	82	91	85	83	421	84.2
Rick Engineering Company	66	82	80	67	63	358	71.6
Ardurra	59	84	97	60	57	357	71.4

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Electrical Design and SCADA**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Firm Totals	Average Score
CivilTec Engineering, Inc.	97	84	86	267	89

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Public Relations**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
BETA PR	95	97	96	97	94	479	95.8
Your Project MO	93	95	96	92	82	458	91.6
Northern Arizona Partners	92	99	96	82	87	456	91.2

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Geotechnical Engineering**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Ninyo & Moore	90	94	94	99	93	470	94
Terracon	94	85	89	94	88	450	90
Western Technologies, Inc.	64	81	90	88	84	407	81.4
Quality Testing, LLC	52	74	88		76	290	72.5

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Hydro-Geological Engineering**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Firm Totals	Average Score
Matrix New World	95	94	93	282	94

Score Sheet Tabulation- Per Category

FY24-29 Public Works On-Call Professional Services

Category: **Professional Drone Service**

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Reviewer 5	Firm Totals	Average Score
Lyon Engineering	94	99	98	99	95	485	97
Enroute Aerial	83	69	94	87	52	385	77
Burgess & Niple	79	77	86	82	52	376	75.2
Kimley-Horn	77	94	85	82	35	373	74.6
Terracon	67	72	77	80	68	364	72.8
CivilTec Engineering, Inc.	74	99	73	67	23	336	67.2

Exhibit H - Attachment F

FY24-29 On-Call Professional Services

Company	Contract #	Annual Contract Amount	# of Categories	Categories
Ardurra	2024-001	$ 225,000.00	3	CADD, Engineering plan Review, Surveying
Aztec	2024-002	$ 75,000.00	1	Foundation & Structural
Beta PR	2024-003	$ 75,000.00	1	Public Relation
BioZone, Inc	2024-004	$ 75,000.00	1	Archaeological
Burgess & Niple	2024-005	$ 150,000.00	2	Drone, Traffic Engineering
Civiltec Engineering	2024-006	$ 650,000.00	8	CADD, Electrical/SCADA, Engineering Plan Review, Stormwater, Surveying, Transportation, Wastewater, Water
Consor	2024-007	$ 225,000.00	3	Foundation & Structural, Wastewater, Water
Consultant Engineering, Inc	2024-008	$ 75,000.00	1	Inspection Services
Enroute Aerial	2024-009	$ 75,000.00	1	Drone Services
EnviroSystem	2024-010	$ 75,000.00	1	Archaeological
Harrington Planning + Design	2024-011	$ 75,000.00	1	Landscape
HELM / Wilson & Company, Inc.	2024-012	$ 250,000.00	1	Stormwater
Huitt Zollars	2024-013	$ 150,000.00	2	CADD, Surveying
JE Fuller	2024-014	$ 250,000.00	2	Stormwater, Environmental Engineering,
Kimley-Horn	2024-015	$ 675,000.00	9	Drone, Engineering Plan Review, Streetlight, Foundation & Structural, Traffic Engineering, Transportation, Wastewater, Landscape, Water
Lee Engineering	2024-016	$ 150,000.00	2	Streetlight, Traffic,
Logan Simpson	2024-017	$ 225,000.00	3	Archaeological, Environmental, Landscape
Lokahi	2024-018	$ 75,000.00	1	Traffic Engineering
Lyon Engineering	2024-019	$ 650,000.00	6	Drone, Stormwater, Surveying, Transportation, Wastewater, Water
Matrix New World	2024-020	$ 500,000.00	2	Environmental, Hydro
Ninyo & Moore	2024-021	$ 200,000.00	2	Geotechnical, Inspection Services
Northern Arizona Partners	2024-022	$ 75,000.00	1	Public Relation
Quality Testing, LLC	2024-023	$ 100,000.00	1	Geotechnical
Rick Engineering	2024-024	$ 75,000.00	1	Transportation
Strand	2024-025	$ 350,000.00	3	Engineering Plan Review, Traffic Engineering, Transportation
T2 Utility Engineers	2024-026	$ 150,000.00	1	Subsurface Utility
Terracon	2024-027	$ 200,000.00	2	Environmental, Geotechnical
Water Works Engineers	2024-028	$ 250,000.00	2	Wastewater, Water
West Consultants	2024-029	$ 100,000.00	1	Stormwater
Western Technologies, Inc	2024-030	$ 100,000.00	1	Geotechnical
WLB Group	2024-031	$ 225,000.00	3	CADD, Surveying, Landscape
Your Project MO	2024-032	$ 75,000.00	1	Public Relation

ITEM NO. 11d

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Heather Ruder, Public Works Director

DEPARTMENT: Public Works

AGENDA TYPE: New Business

SUBJECT: Professional Services Agreement with HDR Engineering, Inc. for design of the Glassford Hill Road Left Turn Offsets Project (CIP #CS2705) - Consideration & Possible Action (Approve) [Parker Murphy, Traffic Engineer]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
This Project focuses on improving safety along Glassford Hill Road from Centre Court to Long Look Drive by improving negatively offset left-turn lanes at the intersections of:

- Centre Court
- Florentine Road

- Veterans Way
- Lakeshore Drive

This Project will include sidewalks along the east side of Glassford Hill Road from Veterans Way to Lakeshore Drive.

These improvements are identified in the Town's Safe Streets for All (SS4A) Action Plan.

Town staff has received a proposal for design services from HDR Engineering, Inc. Staff is requesting that Town Council consider approving a professional services agreement with HDR Engineering, Inc. in the amount of $284,821.76 for the design of this Project.

RECOMMENDED MOTION:
Motion to approve the Professional Services Agreement with HDR Engineering, Inc. in the amount of $284,821.76 for design services (plus an owner contingency in the amount of $14,241) for the Glassford Hill Road Left Turn Offsets Project (CIP #CS2705).
OR Motion to reject the agreement. VOTE.

STAFF RECOMMENDATION:
Staff recommends approval of the Professional Services Agreement with HDR Engineering, Inc. in the amount of $284,821.76.

FISCAL ANALYSIS:
Total Cost this Request: $299,062.76
Contract funding for design services: $284,821.76 (plus owner contingency of 5% in the amount of $14,241.00)

Funding Source: The total project budget is funded as follows:
Streets – Construction Sales Tax (Fund 400) - $300,000.00

Budget Impact: The full project cost of the Glassford Hill Road Left Turn Offsets – CIP# CS2705 in the amount of $300,000.00 was approved with the FY27 Budget.

Purchasing Method and Results: This is a Direct Select under Town Code 3-04-080

Attachments

Professional Services Agreement

Town of Prescott Valley Proprietary Agreement
This Agreement supersedes any and all AIA, CSI or other Documents Included in this Agreement Packet

AGREEMENT
FOR
PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this 22nd day of October, 2026 by and between the **Town of Prescott Valley**, a municipal corporation of Arizona (hereinafter the "TOWN"), and **HDR Engineering, Inc.** (hereinafter the "CONSULTANT").

The TOWN engages the CONSULTANT to perform professional design services for the Glassford Hill Road Left Turn Offsets Project – CIP# CS2705, (hereinafter the "PROJECT").

WITNESSETH:

WHEREAS, the TOWN has found the CONSULTANT to be competent and capable of providing professional services for such projects.

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

ARTICLE 1. DESCRIPTION OF SERVICES

The CONSULTANT shall perform all of the Professional Services tasks as described in the Consultants Proposal attached hereto as Exhibit 'A' and expressly made a part hereof (hereinafter "Services") as well as such other tasks as the parties may hereafter mutually agreed upon in writing, to TOWN standards and in accordance with the degree of care and skill, which a Registered Professional in Arizona would exercise under similar conditions for a cost not to exceed $284,821.76.

Nothing herein shall preclude the TOWN from using its own staff to carry out aspects of the Services, separately or in cooperation with the CONSULTANT, as mutually determined from time to time by the parties. Furthermore, nothing herein shall preclude the parties from entering into additional mutual agreements which add to the Services to be performed by the CONSULTANT (hereinafter "Amendments"). Any such Amendments shall be in writing, signed by the parties' representatives, attached hereto, and expressly made a part hereof.

The CONSULTANT shall, except as provided otherwise in this Agreement and any Amendment hereto, furnish all supervision, labor, and materials, and obtain all licenses and permits required for performance of the Services.

ARTICLE 2. SCHEDULE OF SERVICES

The CONSULTANT shall complete all Services within agreed time frame of the "Notice to Proceed" date, in substantial conformance with the schedule(s) set forth in Exhibit "A" and any Amendments hereto, unless otherwise agreed to by the TOWN. In the event that delays are experienced beyond the control of the CONSULTANT, the schedule may be revised as mutually agreed upon by the TOWN and the CONSULTANT.

ARTICLE 3. AGREEMENT TERM

Unless otherwise terminated as set forth in Articles 4 and 12 hereinafter, the Term of this Agreement shall be from the date first-above written through June 30, 2028, or until such time as the parties mutually determine in writing that all of the Services have been accomplished, whichever is sooner.

ARTICLE 4. PAYMENT

The TOWN will pay the CONSULTANT for Services satisfactorily performed in accordance with the cost and fee schedule(s) set forth in Exhibit "A" and any Amendments hereto.

The TOWN shall pay the CONSULTANT in installments based upon monthly progress reports and detailed invoices submitted by the CONSULTANT. All invoices submitted to the TOWN for Services performed by the CONSULTANT shall refer, by date, to the Agreement under which the Services were performed. Invoices shall contain percent completion of each task detailed in this Agreement and any Amendments hereto. When required by the TOWN, invoices shall contain copies of supporting documents and proof of expenditures.

In the event a Notice to Proceed is not issued to the CONSULTANT by the TOWN within sixty (60) days after the date first-above written, this Agreement shall terminate, and the TOWN's payment obligation hereunder shall also terminate.

ARTICLE 5. NON-EXCLUSIVE AGREEMENT

Nothing in this Agreement is to be construed as granting to the CONSULTANT an exclusive right to perform any or all of the TOWN's requirements of the type contemplated hereunder.

ARTICLE 6. CHANGES

The TOWN may, at any time by written direction, require additional tasks as part of the Services, direct the omission of, or variation to, the Services, or alter the schedule for Services. If such direction results in a material change in the amount or character of the Services, an equitable adjustment to the price and to any other provisions in Exhibit "A" or any Amendments hereto that may be affected, shall be made in writing. All such material changes must first be approved by the TOWN.

ARTICLE 7. PROFESSIONAL RESPONSIBILITY

The CONSULTANT shall perform the Services hereunder in accordance with the standards of care, skill, and diligence normally provided by a professional in the performance of such Services with respect to services similar to that contemplated hereunder. In the event of the CONSULTANT's

failure to observe and adhere to such standards, the CONSULTANT shall, upon notice from authorized TOWN staff, promptly re-perform the Services at the CONSULTANT's sole expense.

ARTICLE 8. INDEMNIFICATION

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

With respect to all liability other than professional liability, including (but not limited to) those acts or omissions normally covered by general and automobile liability insurance, to the fullest extent permitted by law the CONSULTANT shall defend, indemnify and hold harmless the TOWN, its agents, officers, officials and employees for, from, and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the CONSULTANT, its agents, employees or any tier of the CONSULTANT's subcontractors in the performance of this Agreement. The CONSULTANT's duty to defend, hold harmless and indemnify the TOWN, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom caused by the CONSULTANT's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the CONSULTANT, any tier of the CONSULTANT's subcontractors or any other person for whose services the CONSULTANT may be legally liable. Such indemnity does not extend to the TOWN's negligence.

ARTICLE 9. PRESCOTT VALLEY BUSINESS REGISTRATION

The CONSULTANT and any Subconsultants may be required to acquire and maintain a Prescott Valley Business Registration for the duration of the PROJECT in accordance with TOWN Code Article 8-02, as determined by the Town Clerk.

ARTICLE 10. INSURANCE REQUIREMENTS

Without limiting any of their liabilities or obligations hereunder, the CONSULTANT, at its own expense and prior to commencing with Services, shall secure and maintain the herein stipulated minimum insurance with companies duly licensed or otherwise approved

by the State of Arizona, possessing a current A.M. Best Company, Inc. rating of not less than A-, with policies and forms satisfactory to the TOWN.

A. General Clauses

Additional Insured: The insurance coverage, except Workers' Compensation and in some cases Professional Liability, required by this contract, shall name the TOWN, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance coverage carried by the TOWN or its employees shall be excess coverage, and not contributory coverage to that provided by the CONSULTANT.

Coverage Term: All insurance required herein shall be maintained in full force and effect until Services required to be performed under the terms of the Agreement are satisfactorily completed and formally accepted; failure to do so may constitute a material breach of this Agreement, at the sole discretion of the TOWN. In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the CONSULTANT's work or services, as evidenced by annual Certificates of Insurance.

Primary Coverage: The CONSULTANT's insurance shall be primary insurance as respects TOWN and any insurance maintained by TOWN shall be excess of the CONSULTANT's insurance and shall not contribute to it.

Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the TOWN.

Waiver: The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against the TOWN, its agents, representatives, directors, officers, and employees for any claims arising out of the work of the CONSULTANT.

Deductible/Retention: The policies may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to the TOWN under such policies. The CONSULTANT shall be solely responsible for deductible and/or self-insured retentions and the TOWN, at its option, may require the CONSULTANT to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

Certificates of Insurance: Prior to commencing with services under this Agreement, CONSULTANT shall furnish TOWN with Certificates of Insurance and Endorsements as required by the Agreement, issued by CONSULTANT's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by date and project name, and shall provide for not less than thirty (30) days per certificate, advance Notice of Cancellation, Termination, or Material Alteration. Such certificates shall be sent directly to:

Town of Prescott Valley
Risk Management Technician
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

If a policy expires during the life of the contract, a renewal certificate must be sent to the TOWN fifteen (15) days prior to the expiration date.

The TOWN shall not be obligated, to review or to advise CONSULTANT of any deficiencies in such policies and endorsements, and such receipt shall not relieve CONSULTANT from, or be deemed a waiver of, the TOWN's right to insist on strict fulfillment of CONSULTANT's obligations under this Agreement.

Cancellation and Expiration: Insurance required herein shall not expire, be canceled, or materially changed without fifteen (15) days prior written notice to the TOWN.

The CONSULTANT hereby agrees to indemnify and save harmless the TOWN and any jurisdiction or agency issuing permits for any work included in the project, their officers, employees, agents and representatives from all suits, actions, losses, damages, expenses, costs or claims of any character or any nature brought on account of any injuries or damages sustained by any person(s) or property arising out of the work done in fulfillment of the construction or the improvement under the terms of these Contract Documents, or on account of any act or omission by the CONSULTANT or his/her agents, or from any claims or amounts arising or recovered under Worker's Compensation laws, or any other law, by-law, ordinance, order or decree.

B. WORKERS' COMPENSATION

The CONSULTANT shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the CONSULTANT's employees engaged in the performance of the Services, and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

In case any of the Services are subcontracted, the CONSULTANT will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the CONSULTANT.

C. AUTOMOBILE LIABILITY

The CONSULTANT shall carry Commercial/ Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence and $2,000,000 aggregate including bodily injury and property damage with respect to any of the CONSULTANT's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. Coverage will be at least as broad as coverage Code 1, "any auto," (Insurance Service Office, Inc. policy form CA 0001 1/87, or any replacements thereof). Such insurance shall include coverage for loading and off-loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and $5,000,000 per accident limits for bodily injury and property damage shall apply.

D. PROFESSIONAL LIABILITY

Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the Services performed by the CONSULTANT, or any person employed by the CONSULTANT, with an unimpaired limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate, or 10% of the construction budget, whichever is larger.

ARTICLE 11. SUSPENSION OF SERVICES

The TOWN may, by written notice, direct the CONSULTANT to suspend performance of any or all of the Services for a specified period of time. If such suspension is not occasioned by the fault or negligence of the CONSULTANT, this Agreement may be mutually modified to compensate CONSULTANT for extra costs incurred due to the suspension, provided that any claim for adjustment is supported by appropriate cost documentation and asserted within twenty (20) calendar days after the date the TOWN issues an order for resumption of the Services. Upon receipt of notice to suspend Services, the CONSULTANT shall a) discontinue Services, b) place no further orders or subcontracts, c) suspend all orders and subcontracts, d) protect and maintain the Services, and e) otherwise mitigate the TOWN's costs and liabilities for that portion of the Services which have been suspended.

ARTICLE 12. TERMINATION

The TOWN, at its sole discretion, may terminate this Agreement at any time without cause prior to its Term by sending to the CONSULTANT written notice dated fifteen (15) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

The CONSULTANT may terminate this Agreement at any time without cause prior to its term by sending to the TOWN written notice dated thirty (30) calendar days prior to the termination date. Upon such termination, the TOWN shall pay to the CONSULTANT full compensation for all Services satisfactorily performed by the CONSULTANT as of the termination date, excluding damages or anticipated profits for Services not yet performed.

ARTICLE 13. EXAMINATION OF SERVICES

All of the Services will be subject to examination at any reasonable time or times by appropriate TOWN staff, who shall also have the right to reject unsatisfactory Services in part or in whole. Neither examination of Services nor the lack of same, nor acceptance of Services by TOWN staff or payment therefore shall relieve the CONSULTANT from any of its obligations under this Agreement.

ARTICLE 14. PROGRESS

The CONSULTANT shall submit monthly written progress reports to assist TOWN staff in determining whether the time requirements in Article 2 hereinabove are being substantially met. Authorized staff may visit the CONSULTANT's office at any reasonable time to determine the status of the Services required by this Agreement. In addition, any person may inspect the public records

generated by the CONSULTANT's activities hereunder upon reasonable request, during normal business hours, in accordance with ARS §9-471(B).

ARTICLE 15. OWNERSHIP OF DOCUMENTS

All work products (electronically or manually generated) including, but not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original mylar drawings, computer aided drafting and design (CADD) file diskettes which reflect final drawings, field notes, data, and other related products, which are prepared in the performance of this Agreement, are and remain the property of the TOWN, upon payment in full for all Services rendered. The CONSULTANT shall, at the conclusion of the Services or at the conclusion of this Agreement (whichever is earlier), deliver to the TOWN all documents in their original format (whether complete or partially complete) produced or collected by the CONSULTANT in its performance under this Agreement. The CONSULTANT shall, at its expense, reproduce and retain a copy of the drawings, estimates, specifications, field notes, or data collected or produced under this Agreement.

ARTICLE 16. NONDISCLOSURE

Except as otherwise required by law or this Agreement, the CONSULTANT, its officers, employees, subcontractors, agents, and assigns shall not divulge to third parties (without the prior consent of the TOWN) any information obtained by it in connection with its performance under this Agreement.

ARTICLE 17. LAWS AND REGULATIONS

The CONSULTANT shall at all times comply with applicable laws, statutes, rules, regulations, and ordinances in its performance under this Agreement, including (without limitation) those governing wages, hours, employment discrimination, and safety. The
CONSULTANT shall also comply with equal opportunity laws and regulations to the extent they are applicable.

A. CERTAIN FEDERAL LAWS

The CONSULTANT understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The CONSULTANT 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."

B. STATE AND FEDERAL IMMIGRATION LAWS

Under provisions of A.R.S. § 41-4401, CONSULTANT hereby warrants to the TOWN that the CONSULTANT and each of its subconsultants ("Subconsultants") 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 "CONSULTANT Immigration Warranty").

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

The TOWN retains the legal right to inspect the papers of any CONSULTANT or Subconsultants employee who works on this Contract to ensure that the CONSULTANT or Subconsultant is complying with the CONSULTANT Immigration Warranty. CONSULTANT agrees to assist the TOWN in regard to any such inspections.

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

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

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

ARTICLE 18. PATENT AND COPYRIGHT

The CONSULTANT shall indemnify, and hold harmless the TOWN, its officers, employees, agents and successors, against and from all claims, demands, losses, costs, expenses, suits, settlements, judgments, and damages (including attorneys' fees), of any kind or nature whatsoever on account of infringement of any patent, copyrighted work, secret process, trade secret, unpatented invention, article, or otherwise, including claims thereof pertaining to, or arising from the CONSULTANT's performance under this Agreement.

Should the CONSULTANT's officers, employees, agents, or assigns (or anyone of a like nature), in the performance of the Services or as a result of performing the Services, develop any trade secret, prepare any copyrighted material, make any improvement, originate any invention, develop any process, or otherwise, such trade secret, copyright, improvement, invention, or process shall be the property of the CONSULTANT. However, the CONSULTANT shall grant or cause to be granted to the TOWN the right and/or license to permanently use, or cause to be used for the benefit of the TOWN any such trade secret, copyright, improvement, design, invention, or process in any manner for so long as the TOWN desires to use the same for the TOWN's own internal use.

ARTICLE 19. INDEPENDENT CONTRACTOR

The CONSULTANT shall perform the Services hereunder as an independent contractor, and all persons or entities employed by or under contract with the CONSULTANT in connection herewith shall be employees of the CONSULTANT and are not employees of the TOWN in any respect.

ARTICLE 20. ASSIGNMENT

The CONSULTANT shall not assign this Agreement, or any part hereof, without the prior written consent of the TOWN. Any attempted assignment in violation hereof shall be void.

ARTICLE 21. SUBCONTRACTS

The CONSULTANT shall neither subcontract nor permit any portion of the Services to be subcontracted without the prior written consent of appropriate TOWN staff. Furthermore, the CONSULTANT shall be fully responsible for the acts or omissions of any subcontractors of any tier and of all persons employed by them. Neither the consent of TOWN staff nor anything contained herein shall be deemed to create any contractual relationship between the CON's subcontractor of any tier and the TOWN.

ARTICLE 22. NOTICES

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

TOWN: Gilbert Davidson
Town Manager
Town Of Prescott Valley
7501 E. Skoog Blvd.
Prescott Valley, AZ 86314

CONSULTANT: HDR Engineering, Inc.
Siew Wong, PE
20 East Thomas Road – Suite 2500
Phoenix, AZ 85012-3118

ARTICLE 23. DISPUTE RESOLUTION

Except as otherwise provided herein, any dispute arising out of the Services which is not otherwise disposed of by separate agreement shall be decided by authorized TOWN staff, who shall mail or otherwise furnish a written decision to the CONSULTANT's authorized representative. Such decision by the TOWN shall be final unless the CONSULTANT, within thirty (30) calendar days after notice of the TOWN's decision, files with the TOWN a written protest stating clearly and in detail the

basis thereof. The CONSULTANT shall continue its performance under this Agreement during any such dispute resolution process.

ARTICLE 24. ACCOUNTING AND AUDITING

The CONSULTANT shall keep accurate and complete records in support of all payments hereunder in accordance with generally recognized accounting principles and practices. The TOWN or its audit representatives shall have the right at any reasonable time to examine, audit, and reproduce all records pertaining to costs, including (but not limited to) payrolls, employees' time sheets, invoices, and all other evidence of expenditures for the Services. Such records shall be kept by the CONSULTANT and made available for one (1) year after completion of the Services or termination of this Agreement, whichever is earlier.

ARTICLE 25. NON-WAIVER

The failure of the TOWN to insist upon or enforce strict performance by the CONSULTANT of any of the provisions of this Agreement, or to exercise any of its rights hereunder, shall not be construed as a waiver or relinquishment to any extent of the TOWN's right to assert or rely upon such terms or rights on any future occasion.

ARTICLE 26. SEVERABILITY

Any provisions of this Agreement prohibited or rendered unenforceable by local, state, or federal law, or by the ruling of any court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

ARTICLE 27. VENUE AND GOVERNING LAW

This Agreement shall be deemed to have been made and entered into in Yavapai County, and shall be interpreted in accordance with the substantive and procedural laws of the State of Arizona.

ARTICLE 28. ATTORNEYS' FEES

In the event any action shall be instituted between the parties in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs, including reasonable attorneys' fees.

ARTICLE 29. SAVINGS CLAUSE

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

ARTICLE 30. ENTIRE AGREEMENT

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

ARTICLE 31. CONFLICT-OF-INTEREST

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

****

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement by their duly authorized representatives on the day and year first-above written.

TOWN:
Town of Prescott Valley,
a municipal corporation of Arizona

BY: Kell Palguta, Mayor

ATTEST:

BY: Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

BY: Ivan Legler, Town Attorney

CONSULTANT:
HDR Engineering, Inc.
a(n) Nebraska corporation

BY: Signature

Jason Fort, PE
Vice President
AZNM Area Operations Manager
Print Name & Title

September 22, 2026

Ms. Heather Ruder
Director of Public Works
Town of Prescott Valley
7501 E. Skoog Blvd
Prescott Valley, AZ 86314

Proposal to Provide Design Engineering Services for Town of Prescott Valley's Glassford Hill Road – Positively Offset Left-Turn Lanes and Sidewalk Improvements Project

Dear Ms. Ruder,

HDR Engineering, Inc. (HDR) appreciates the opportunity to submit this proposal for the Town of Prescott Valley's (Town) Glassford Hill Road – Positively Offset Left-Turn Lanes (Project). This proposal is developed based on the Town of Prescott Valley's Scope of Work, discussions with Town staff, and our understanding of project goals to improve left turn safety.

Background

The project focuses on improving safety along Glassford Hill Road from Centre Court to Long Look Drive by improving negatively offset left-turn lanes at the following key intersections:

- Centre Court
- Florentine Road
- Veterans Way
- Lakeshore Drive

New sidewalk and the associated improvements will be constructed along east side of Glassford Hill Road from Veterans Way to Lakeshore Drive.

These improvements are identified in the Town's Safe Streets for All (SS4A) Action Plan and are anticipated to improve safety of the left-turn movement at said intersections. See Figure 1 for project limits.

Figure 1: Project Limits



CAD Software

Design and plan production will be completed using Autodesk Civil 3D.

Design Standards

Design will be developed in accordance with the applicable Town of Prescott Valley Standards, Quad City General Engineering Standards, MAG Standard Specifications and Details, ADOT Roadway Design Guidelines (as applicable), and ADA Accessibility Guidelines (PROWAG).

Scope of Services

The anticipated scope of services for the Project is described below:

Task 1 – Project Management & Coordination

HDR will provide project management throughout the project, including management of the project scope, schedule, budget, monthly invoices, and coordination of HDR team members, and subconsultants (Aerotech and All Traffic Data Services).

The following project coordination meetings are anticipated. Unless otherwise noted, all meetings will be conducted virtually. HDR will prepare meeting agendas prior to each meeting and distribute meeting summary notes following each meeting.

- One (1) in-person kick-off meeting with the Town (up to three (3) HDR team members).
- Ten (10) progress meetings with the Town (up to three (3) HDR team members per meeting). Three (3) of the progress meetings will serve as comment resolution for the 30%, 60%, and 90% submittals.

Task 2 – Data Collection & Existing Conditions

HDR will collect and review available information necessary to support the traffic analysis and design of the proposed improvements. Information collected under this task will be used to verify existing conditions and identify project constraints.

2.1 Existing Records Review

HDR will review available record drawings, previous studies, traffic data, utility records, and other information provided by the Town to support the traffic analysis and design of the proposed improvements.

2.2 Topographic Survey

Topographic survey services will be provided by HDR's subconsultant, Aerotech. HDR will coordinate with Aerotech, review the survey deliverables, and incorporate the survey into the

design. Refer to Aerotech's attached scope of services and fee proposal for a detailed description of the survey services.

2.3 Site Visit

HDR will perform one field review of the project corridor to document existing roadway sections, access, pedestrian facilities, curb ramps, traffic signals, visible utilities, and existing drainage features. Site visit will be conducted the same day as the in-person kick-off meeting.

2.4 Existing Utilities Review

The Town will provide the existing utility base map for the project. HDR will request available utility records from utility owners, review the information provided by the Town and utility owners, and update the utility base map to support the final design.

Task 3 – Sight Distance Analysis

HDR will perform a sight distance analysis for the eight left turn lanes at the following intersections:

- Glassford Hill Road & Centre Court (signalized)
- Glassford Hill Road & Florentine Road (signalized)
- Glassford Hill Road & Veterans Way (signalized)
- Glassford Hill Road & Lakeshore Drive (signalized)

3.1 Traffic Data Collection

Traffic data collection services will be provided by HDR's subconsultant, All Traffic Data Services. All Traffic Data Services will collect two (2) days of 24-hour traffic counts at one (1) location along the project corridor and turning movement counts during the AM (6:00 AM to 9:00 AM) and PM (3:00 PM to 6:00 PM) peak periods at the following six (6) intersections:

- Glassford Hill Road & Centre Court (signalized)
- Glassford Hill Road & Florentine Road (signalized)
- Glassford Hill Road & Veterans Way (signalized)
- Glassford Hill Road & Lakeshore Drive (signalized)

Task 4 – Drainage Review

HDR will review available drainage information and document existing drainage patterns from Veterans Way to Main Street. A drainage memo will evaluate the potential impacts

of the proposed curb, gutter, and sidewalk improvements along the east side of Glassford Hill Road between Veterans Way and Lakeshore Drive. Existing drainage patterns will generally be maintained, with sheet flow anticipated to be conveyed through a scupper to the existing roadside ditch.

Task 5 – Preliminary and Final Design (60%, 90%, and 100%)

HDR will prepare the preliminary and final design for the left turn lanes and sidewalk improvements. The design will be advanced through the 60%, 90%, and 100% design submittals in accordance with the Town's review process.

The preliminary and final design will include positively offset left-turn lanes, new sidewalk installation and associated lighting, minor drainage modifications associated with the curb, gutter, and sidewalk improvements, traffic signal head modifications, and pavement marking modifications.

5.1 Plans

HDR will prepare the preliminary and final design plans for the recommended alternative. The plans will include positively offset left-turn lane improvements, traffic signal modifications, signing and pavement marking, sidewalk improvement, and associated roadway improvements at the project intersections. The plans will also include approximately 0.2 mile of new curb, gutter, and sidewalk improvements along the east side of Glassford Hill Road between Veterans Way and Lakeshore Drive, including ADA improvements and associated street lighting modifications. The plans will be developed through the 60%, 90%, and 100% design submittals.

Detailed traffic control design and plans are not included and will be developed by the contractor. The anticipated plan sheets are identified in the attached fee proposal.

5.2 Cost Estimate

HDR will prepare and update the opinion of probable construction cost for the 60%, 90%, and 100% design submittals.

5.3 Specifications

Bid items and work will be based on the January 2026 Revision of the *Uniform Standard Specifications and Details for Public Works Construction* (MAG), with applicable ADOT and Town of Prescott specifications utilized as needed. HDR will prepare supplemental technical specifications only for project-specific items or work not covered by the applicable standard specifications.

5.4 Quality Control

HDR will perform internal quality control reviews prior to each design submittal. Review comments will be addressed before submitting the 60%, 90%, and 100% design packages to the Town.

Task 6 – Right-of-Way & Utility Coordination

HDR will perform right-of-way and utility coordination throughout the design phase to support the proposed improvements.

6.1 Right-of-Way Coordination

The Town will provide available right-of-way and existing utility information for the project. HDR will review the proposed improvements to identify potential right-of-way impacts and locations where temporary construction easements or permanent right-of-way may be required.

HDR will prepare up to three (3) 8.5-inch by 11-inch engineering exhibits illustrating the anticipated right-of-way impacts associated with the proposed improvements.

6.2 Utility Coordination

HDR will coordinate with utility owners throughout design to identify and resolve potential utility conflicts associated with the proposed improvements. Utility coordination will include distributing design plans for review at the 60%, 90%, and 100% design submittals, tracking utility review comments, and coordinating with utility owners to resolve identified conflicts.

HDR will update the existing utility base map as utility information becomes available and incorporate utility dispositions into the design plans. Utility relocation design is not included.

Task 7 – Agency Coordination

HDR will coordinate with agencies having jurisdiction over the proposed improvements as necessary to support the design.

7.1 Agency Coordination

HDR will coordinate with the Town, utility providers, and other agencies, as necessary, during design. This task includes up to three (3) virtual agency coordination meetings with up to two (2) HDR team members.

Task 8 – Bidding and Construction Support

Bidding and construction support services are not included in this scope of services. HDR can provide a supplemental scope of services and fee after completion of the 100% design submittal.

Additional Services

Additional services beyond those described in this scope of services will not be performed without prior written authorization from the Town through a contract modification. The following assumptions, clarifications, and exclusions were used in the development of this scope of services:

1. The scope of services and associated fee are based on the anticipated plan sheets identified in the attached fee proposal. Roadway cross sections are not included in this scope of services.
2. Drainage analysis and design are not included, including hydrologic and hydraulic analyses, storm drain design, drainage compliance documentation, and FEMA coordination.
3. Traffic Engineering Analysis and Memorandum are not included. Town will use traffic count data captured by subconsultant to determine left turn storage lengths and signal phasing at the key intersections identified in the scope.
4. Lighting installations are limited to the sidewalk improvement limits between Veterans Way and Lakeshore Drive. Lighting analysis and photometric calculations are not included. Lighting design will be based on the Town's pole spacing requirements and lighting details provided by the Town.
5. Traffic control will be developed by the contractor. Traffic control design, phasing concepts, phasing plans, and traffic control plans are not included.
6. A comprehensive ADA compliance assessment, ADA transition plan, ADA inventory, and standalone ADA report are not included.
7. Utility potholing (SUE), utility relocation design, and utility relocation by utility owners are not included.
8. The Town will provide the existing utility base map and available right-of-way information for the project.
9. Preparation of deeds, legal descriptions, plats, survey-based acquisition exhibits, and right-of-way acquisition services are not included. Engineering exhibits prepared under this scope are intended for planning and coordination purposes only and are not survey-based acquisition exhibits.
10. Environmental investigations, cultural resource investigations, environmental documentation, environmental permitting, and permit applications are not included.
11. Geotechnical engineering services are not included.
12. Landscape, irrigation and erosion control design are not included.
13. Bidding and construction support services are not included.

14. Public involvement and public outreach services are not included, including public meetings, open houses, stakeholder meetings, preparation of public-facing materials, and responses to public comments.

HDR Engineering, Inc.
Task: Glassford Hill Road: Centre Court to Long Look Drive
Positively Offset Left-Turn Lanes & Sidewalk Improvements

Date: 9/22/2026
New Contract: Yes
Contract Mod: No

Derivation of Cost Proposal Summary

Direct Labor:

Classification	Est. Hours	Avg. Hourly Rate	Labor Cost
Project Principal	4	$129.37	$517.48
Project Manager Sr.	32	$99.19	$3,174.08
Task Manager	243	$56.61	$13,756.23
Engineer Sr.	117	$89.46	$10,466.82
Project Engineer	452	$54.85	$24,792.20
Designer	384	$40.11	$15,402.24
CADD Technician Sr.	228	$57.82	$13,182.96
GIS Analyst Sr.	0	$60.39	$0.00
GIS Analyst	0	$40.66	$0.00
Project Accountant	12	$45.26	$543.12
Administrator	12	$41.94	$503.28
	1,484	Total Estimated Labor =	$81,292.01
		Neg. Overhead @ 182.70% =	$148,520.50
		Sub-Total =	$229,812.51

Direct Expenses:
(Listed by Item at Estimated Actual Cost - NO MARKUP)

Mileage	$263.00
	$263.00

Outside Services and Consultants
(Listed by Item at Estimated Actual Cost - NO MARKUP)

FIRM	COST	METHOD OF COMPENSATION
Aerotech	$29,665.00	Lump Sum
All Traffic Data Services, LLC	$2,100.00	Lump Sum

Total Lump Sum Outside Services =	$31,765.00
Total Lump Sum Cost to Consultant =	$230,075.51
Net Fee (10 % x D.L. + O.H.) =	$22,981.25
Total Lump Sum Cost =	$284,821.76

Consultant Firm Signature

09/23/2026
Date

HDR Engineering, Inc.
Task: Glassford Hill Road: Centre Court to Long Look Drive
Positively Offset Left-Turn Lanes & Sidewalk Improvements

Labor Hours

	No. Sheets	Sheet Scale	Hours/ Sheet	TOTAL HOURS	Project Principal	Project Manager Sr.	Task Manager	Engineer Sr.	Project Engineer	Designer	CADD Technician Sr.	GIS Analyst Sr.	GIS Analyst	Project Accountant	Administrator
Task 1: Project Management & Coordination															
Contract Administration			NA	64	4		36							12	12
Kickoff Meeting (1 in-person meeting, 3 HDR staff; 2hr mtg; 2 addl hours for TM for agenda/minutes)			NA	8		2	4		2						
Progress Meetings (10 virtual meetings; 1 hr mtg; 3 HDR staff; 2 addl hrs for TM for agenda/minutes)			NA	60			30		30						
Task 1 Subtotal	**0**			**132**	**4**	**2**	**70**	**0**	**32**	**0**	**0**	**0**	**0**	**12**	**12**
Task 2: Data Collection & Existing Conditions															
Existing Records Review			NA	22			4		10	8					
Topographic Survey (Coordination & Review)			NA	12			2		8	2					
Site Visit (1) (2 hr visit; 4 hr drive time; 3 HDR staff)			NA	18			6	6	6						
Existing Utilities Review			NA	24			2		12	10					
Task 2 Subtotal	**0**			**76**	**0**	**0**	**14**	**6**	**36**	**20**	**0**	**0**	**0**	**0**	**0**
Task 3: Sight Distance Analysis															
Sight Distance Analysis (8 Left Turn Lanes)			NA	42			12	4	14	12					
Sight Distance Roll Plot (Include Traffic Count Table as an Appendix)			NA	22			4	2	8	8					
Task 3 Subtotal	**0**			**64**	**0**	**0**	**16**	**6**	**22**	**20**	**0**	**0**	**0**	**0**	**0**
Task 4: Drainage Review															
Drainage Review of Existing Condition and Data			NA	56		8	16	8	16	8					
Drainage Memo			NA	48		4	8	4	12	12	8				
Task 4 Subtotal	**0**			**104**	**0**	**12**	**24**	**12**	**28**	**20**	**8**	**0**	**0**	**0**	**0**
Task 5: Preliminary and Final Design (60%, 90%, and 100%)															
Design Plans															
Cover Sheet	1	NTS	5	5					1		4				
General Notes	1	NTS	5	5			1		2		2				
Misc Details	2	NTS	26	52			4	4	16	12	16				
Typical Sections	2	NTS	26	52			4	4	16	12	16				
Geometric Control & Data	2	100	24	48			2		12	18	16				
Paving Plans (Median)	4	30	26	104			8	10	26	30	30				
Sidewalk Plan and Profile	2	20	26	52			2	2	16	12	20				
Signing & Pavement Marking General Notes & Legend	1	NTS	10	10					2	8					
Signing & Pavement Marking Plans (Double Stacked)	4	30	18	72				6	12	36	18				
Traffic Signal General Notes & Legend	1		10	10					2	8					
Traffic Signal Plans	4	NTS	26	102				2	36	40	24				
Traffic Signal Schedules	4		26	102				2	36	40	24				
Lighting General Notes & Legend	1		10	10					2	8					
Lighting Plans (Double Stacked)	2	30	28	56				2	22	8	24				
Lighting Schedules	1		25	25				1	10	10	4				
Drainage Details	2	NTS	18	36				4	12	8	12				
Drainage Plans (Double Stacked)	1	20	28	28				2	8	8	10				
Cost Esimate															
60% Submittal			NA	44			6	6	16	16					
90% Submittal			NA	32			4	4	12	12					
100% Submittal			NA	24			2		12	10					
Technical Specifications															
60% Submittal			NA	32			20	12							
90% Submittal			NA	22			16	6							
100% Submittal			NA	14			10	4							
Quality Control															
60% Submittal			NA	42		8	6	12	16						
90% Submittal			NA	28		6	6	6	10						
100% Submittal			NA	20		4	6	4	6						
Task 5 Subtotal	**35**			**1027**	**0**	**18**	**97**	**93**	**303**	**296**	**220**	**0**	**0**	**0**	**0**
Task 6: Right-of-Way and Utility Coordination															
Right-of-Way Coordination & Exhibits			NA	40			8		16	16					
Utility Coordination			NA	32			8		12	12					
Task 6 Subtotal	**0**			**72**	**0**	**0**	**16**	**0**	**28**	**28**	**0**	**0**	**0**	**0**	**0**

HDR Engineering, Inc.
Task: Glassford Hill Road: Centre Court to Long Look Drive
Positively Offset Left-Turn Lanes & Sidewalk Improvements

Labor Hours

	No. Sheets	Sheet Scale	Hours/ Sheet	TOTAL HOURS	Project Principal	Project Manager Sr.	Task Manager	Engineer Sr.	Project Engineer	Designer	CADD Technician Sr.	GIS Analyst Sr.	GIS Analyst	Project Accountant	Administrator
Task 7: Agency Coordination															
Agency Coordination (assume 3 mtgs; 1 hr mtg; 2 staff; 2 addl hrs for TM for agenda/minutes)			NA	9			6		3						
			NA	0											
Task 7 Subtotal	0			9	0	0	6	0	3	0	0	0	0	0	0
				TOTAL HOURS	Project Principal	Project Manager Sr.	Task Manager	Engineer Sr.	Project Engineer	Designer	CADD Technician Sr.	GIS Analyst Sr.	GIS Analyst	Project Accountant	Administrator
TOTAL FOR HDR	35			1,484	4	32	243	117	452	384	228	0	0	12	12
					0.3%	2.2%	16.4%	7.9%	30.5%	25.9%	15.4%	0.0%		0.8%	0.8%

HDR Engineering, Inc.
Task: Glassford Hill Road: Centre Court to Long Look Drive
Positively Offset Left-Turn Lanes & Sidewalk Improvements

ESTIMATE OF DIRECT EXPENSES

Travel

A. Local Mileage at $ 0.73			360 miles
Includes 2 meetings at Prescott Valley (Kick-off; Site Vsit) (180 miles roundtrip)			
Subtotal Travel			$ 263

Plotting

B. 11x17 Exhibits/Plans at	$	0.06	
			$ -
C. 8.5x11 Reports at	$	0.035	
			$ -
D. Plan Submittals			
Half Size Bond Copies at	$	0.10	Copies
Full Size Bond Copies at	$	2.75	Copies
Subtotal Plotting			$ -

Miscellaneous Expenses

C. Courier	
Subtotal Miscellaneous Expenses	$ -

ESTIMATED OUTSIDE SERVICES & CONSULTANTS

TOTAL ESTIMATED OUTSIDE SERVICES	$ -

TOTAL ESTIMATED EXPENSES **$ 263**

ITEM NO. 11e

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Ivan Legler, Town Attorney

DEPARTMENT: Legal

AGENDA TYPE: New Business

SUBJECT: Proposed Repeal Ordinance No. 2023-930 Water Requirements Non-Subdivision Residential Developments - Consideration & Possible Action (1st Reading) [Ivan Legler, Town Attorney]

VISION 2024 FOCUS AREA:

Water and Land Stewardship - Responsible planning for sustainable water management and land conservation.

SUMMARY/BACKGROUND:
On January 11, 2024, the Town Council adopted Ordinance No. 2023-930 requiring non-subdivision residential developments in the Town to obtain commitments for renewable water supplies (i.e., effluent interests, available extinguishment credits, etc.) or imported water supplies as a condition precedent for any Town approvals (similar to what residential subdivisions are required to obtain to receive Certificates of Assured Water Supply from the Arizona Department of Water Resources (ADWR) because of

the Town's location within the Prescott Active Management Area (AMA). The basis and authority for adopting said Ordinance was set forth in extensive recitals that explained (among other things) the importance of reserving the remaining buffer of Assured Water Supply Program allocation (available since the 1999 ADWR declaration that the AMA was no longer in a state of safe groundwater yield) for true commercial, retail, industrial and governmental services.

Unfortunately, the Town has since been notified by the Goldwater Institute that it believes Ordinance No. 2023-930 conflicted with the Arizona Groundwater Management Act. Goldwater also disagreed with the Town's position that it had sufficient authority to enact the Ordinance. The Goldwater Institute requested that the Town Council consider rescinding the Ordinance or face litigation by affected property owners.

Adoption of Ordinance No. 2023-930 was part of the Town's ongoing effort over many years to adopt a wide-ranging program of careful and prudent water management. The Town is committed to effective measures of water management now and in the future. In particular, the Town will seek legislative action and otherwise work with interested parties locally and throughout the state to help advance a statewide and/or AMA solution.

Nevertheless, Ordinance No. 2026-988 has been prepared for Town Council consideration as to whether Ordinance No. 2023-930 should be repealed in order to avoid potential long-lasting and divisive litigation (or other actions under Prop 207 or SB1487) that might be brought in relation to the policy Ordinance No. 2023-930 adopted regarding non-subdivision residential development. If the Council determines to consider such repeal, it would begin by voting to read Ordinance No. 2026-988 by title only on two separate occasions, then place the same on final passage. The Ordinance would then be read by the Town Clerk by title only for the first reading. The second reading would occur at a subsequent meeting (currently scheduled for November 12, 2026), at which time the Council would vote on whether to adopt Ordinance No. 2026-988 repealing Ordinance No. 2023-930. If the vote were in favor of adoption, the repeal would become effective 30 days thereafter.

RECOMMENDED MOTION:
Motion to read Ordinance No. 2026-988 (repealing prior Ordinance No. 2023-930 related to water requirements for non-subdivision residential developments) by title only on two separate occasions, then place the same on final passage, **OR** Motion not to read Ordinance No. 2026-988 repealing Ordinance No. 2023-930. **VOTE.**

[if the vote is in favor of reading Ordinance No. 2026-988, the Town Clerk reads the Ordinance by title only for the first reading.]

STAFF RECOMMENDATION:

Staff recommends reading and eventually adopting Ordinance No. 2026-988 repealing prior Ordinance No. 2023-930 related to water requirements for non-subdivision residential development.

FISCAL ANALYSIS:
No direct fiscal impact related to this particular action, but recommended as a means of avoiding future expenditures required for legal or other defenses.

Attachments

Ordinance No. 2026-988 repealing Ordinance No. 2023-930

ORDINANCE NO. 2026-988

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, A MUNICIPAL CORPORATION OF ARIZONA, REPEALING ORDINANCE NO. 2023-930 ADOPTED ON JANUARY 11, 2024 (AND EFFECTIVE FEBRUARY 11, 2024) THAT ENACTED A NEW SECTION 14-02-080 "NON-SUBDIVISION RESIDENTIAL DEVELOPMENTS" IN ARTICLE 14-02 "PLATTING PROCEDURES AND REQUIREMENTS" IN CHAPTER 14 "SUBDIVISIONS" (NOW SECTIONS 14-07-010 AND 14-07-020 IN ARTICLE 14-07 "NON-SUBDIVISION RESIDENTIAL DEVELOPMENTS" IN CHAPTER 14 "SUBDIVISIONS AND OTHER LAND PROJECTS") OF THE TOWN CODE RELATED TO NON-SUBDIVISION RESIDENTIAL DEVELOPMENTS THAT DO NOT OTHERWISE REQUIRE ISSUANCE OF CERTIFICATES OF ASSURED WATER SUPPLY (CAWS) BY THE ARIZONA DEPARTMENT OF WATER RESOURCES (ADWR) IN THE PRESCOTT ACTIVE MANAGEMENT AREA (AMA); PROVIDING THAT ALL OTHER CHAPTERS, ARTICLES, AND SECTIONS OF THE TOWN CODE, NOT HEREIN REPEALED, SHALL REMAIN IN FULL FORCE AND EFFECT; AND PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE THIRTY (30) DAYS AFTER ITS PASSAGE AND APPROVAL ACCORDING TO LAW.

WHEREAS, on January 11, 2024, the Town Council of the Town of Prescott Valley, Arizona (Town), adopted Ordinance No. 2023-930 requiring non-subdivision residential developments to obtain commitments for renewable water supplies (i.e., effluent interests, available extinguishment credits, etc.) or imported water supplies as a condition precedent for any Town approvals (similar to what residential subdivisions are required to obtain in order to receive CAWSs from ADWR in the AMA); and

WHEREAS, the basis and authority for said adoption was set forth in the extensive recitals of Ordinance No. 2023-930, explaining (among other things) the importance of reserving the remaining buffer of Assured Water Supply Program allocation (after the January 12, 1999, ADWR declaration of the AMA no longer being in safe yield) for true commercial, retail, industrial and governmental services; and

WHEREAS, the Town has since been notified by the Goldwater Institute that it believes Ordinance No. 2023-930 conflicts with the Arizona Groundwater Management Act and disagrees with the Town's position it had authority to enact the same. It requested the Town rescind the Ordinance or face litigation by affected property owners to invalidate the Ordinance; and

WHEREAS, after consideration, the Town Council desires to avoid potential protracted and divisive litigation regarding the validity of the policy and its authority to enact and enforce it; and

WHEREAS, the Town has been clear that its adoption of Ordinance No. 2023-930 (and the policy therein) was in hopes and anticipation of a time when Arizona statutes and/or regulations and policies would be adopted to address this issue in the AMA and statewide; and

WHEREAS, the Council remains committed to participating with other interested individuals and groups statewide towards adoption of such statutes and/or regulations and policies, as well as pursuing other Town initiatives and efforts related to rational and sustainable water policy; and

WHEREAS, the Council finds that adoption of this Ordinance No. 2026-988 repealing Ordinance No. 2023-930 (and thereby removing Article 14-07 from the Town Code) is in the best interests of the community and is designed to ultimately further the health, safety and welfare of its citizens;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PRESCOTT VALLEY, ARIZONA, AS FOLLOWS:

SECTION ONE. That Ordinance No. 2023-930 is hereby repealed in its entirety (such that Article 14-07 is hereby removed in its entirety from Chapter 14 of the Town Code).

SECTION TWO. That all other Chapters, Articles, and Sections of the Town Code, not herein repealed, shall remain in full force and effect.

SECTION THREE. That this Ordinance shall be effective thirty (30) days after its passage and approval according to law.

PASSED AND APPROVED by the Mayor and Common Council of the Town of Prescott Valley, Arizona, this 12th day of November, 2026.

_____
Kell Palguta, Mayor

ATTEST:

_____
Fatima Fernandez, Town Clerk

APPROVED AS TO FORM:

_____
Ivan Legler, Town Attorney

ITEM NO. 11f

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Mike Townsend, Interim Finance Director

DEPARTMENT: Finance

AGENDA TYPE: New Business

SUBJECT: Abdo Financial Solutions Agreement Change Order, Professional Accounting Support Services - Consideration & Possible Action (Approve) [Mike Townsend, Interim Finance Director]

VISION 2024 FOCUS AREA:

High Performing Team - How we conduct our business and ourselves through our culture, diversity, communication, delivery, outreach, processes, and values. What we do, how we do it, and who we do it for.

SUMMARY/BACKGROUND:
The Town of Prescott Valley Finance Department has been working with Abdo Financial Solutions to address significant staffing gaps. The vacant Finance Department positions are central to cash management, financial accounting, and audit preparation. The current Abdo contract addresses immediate operational and regulatory challenges that must be addressed to maintain continuity in essential financial functions.

In reviewing the tasks related to operational processes for the new self-insured health fund (and reviewing status of deliverables related to the annual audit), a Change Order is recommended to include additional tasks that need to be addressed to meet key objectives.

Abdo services are intended to meet three key objectives:

1. Catch up on audit-related work required for delivery of the Fiscal Year 2026 audit (delayed due to prolonged staff vacancies);
2. Maintain ongoing cash management, monthly accounting, and continuing audit activities throughout the recruitment process for the vacant positions (critical to daily Town operations); and
3. Support a smooth transition for new Finance Department staff (who will work alongside Abdo Financial Solutions to learn internal processes and procedures and assume responsibility for cash management, monthly accounting, and audit-related work).

RECOMMENDED MOTION:
Motion to approve the Abdo Financial Solutions Agreement Change Order for Professional Accounting Support Services (including a one-time cost increase of $70,600 and an ongoing monthly cost increase of $9,880) for accounting services.
VOTE.

STAFF RECOMMENDATION:
Staff recommends approval of the proposed Abdo Financial Solutions Agreement Change Order for Professional Accounting Support Services.

FISCAL ANALYSIS:
The Change Order involves a one-time increase of $59,100 for audit deliverables, a one-time increase of $11,500 related to the Self-insurance Health Fund, and a monthly increase of $9,880 for additional accounting services. The total contract with the Change Order is $150,770 (one-time) and $41,290 recurring.

The funding to cover the work quoted by Abdo Financial Solutions is being taken from salary savings from vacant department positions. The FY 2026-27 annual appropriations for the three positions (wages and benefits) total $569,215...or $47,434 per month. Also, the current department budget includes appropriations for a new financial system that will not be moving forward given the current staffing turnover. As

the vacancies are filled and the transition with Abdo training new staff takes place, there should be sufficient department appropriations to meet the planned processes.

Attachments

Abdo Financial Solutions Agreement Change Order



SERVICE PROPOSAL FOR

Town of Prescott Valley

7501 E Skoog Blvd, Prescott Valley, Arizona 86314

Not yet submitted

abdosolutions.com | *Mankato, MN - Edina, MN - Scottsdale, AZ*

Abdo Financial Solutions

Proposed by

Jean McGann, CPA

Partner | Abdo

jean.mcgann@abdofs.com

P *952.715.3059*

Gilbert Davidson, Town Manager

Town of Prescott Valley

7501 E Skoog Blvd

Prescott Valley, Arizona 86314

Not yet submitted

Proposed by Abdo Financial Solutions

Change Request:

The Town of Prescott Valley is currently experiencing staff turnover. Due to this, the Town has requested Abdo to expand our scope of services to ensure the annual audit areas internal staff were assigned are completed timely and operational tasks continue smoothly.

- **Reason for requiring the change order:** Staff vacancies
- **Nature of work to be performed:** The additional Scope of Work is identified under the Scope of Work section in this Change order.
- **Contract extended to:** The original termination date of our Agreement remains unchanged.
- **Estimated cost of change/ additional work**:
  - One-time fee of $59,100 for additional audit preparation
  - Monthly fee of $9,880
  - Self-insurance Internal Service Fund - One-time fee of $11,500.
  - Payment terms:
    - Upon execution of change order, 50% of the one-time fees will be invoiced with the remainder at the audit completion for audit preparation and at the end of December for the Self-Insurance fund. Monthly fees are invoiced at the beginning of the month for that month of service.

APPROVED

Town of Prescott Valley

Gilbert Davidson, Town Manager

7501 E Skoog Blvd,

Prescott Valley, Arizona 86314

SIGNATURE

Gilbert Davidson

Abdo, LLP

5201 Eden Avenue, Suite 250

Edina, Minnesota 55436



Jean McGann, CPA

Partner | *Abdo, LLP*

Not yet submitted

REJECTED

By declining this proposal, the Town is signifying they do not want Abdo, LLP to perform the additional services required. I will be responsible for ensuring that our personnel will provide the requested assistance.

Scope of Services

ABDO FS CONTRACT TASK	FREQUENCY
Audit Preparation:	
Capital Assets:	One-Time
Enter capital asset additions in software	
Complete Construction in Progress and reviewing for completed projects	
Review asset sale accounts	
Review capital outlay reconciliation	
Enter disposals in software	
Calculate depreciation expense	
Reconcile asset reports to general ledger	
Commitments	
Capital asset footnotes	
Debt:	One-Time
Reconcile debt general ledger accounts, and prepare year end journal entries	
Financed purchase payable	
Prepare debt footnotes	
Leases/SBITAs:	One-Time
Review of general ledger accounts for leases/SBITAs	
Review of Town lease agreements	
Prepare lease & SBITA inventory schedules	
Debt book updates	
Prepare year-end journal entries	
Footnote disclosures	
Salaries & Benefits:	One-Time
Review 941 reconciliation	
Misc. liability reconciliations	
Compensated Absences:	
Complete compensated absences workpaper and year end journal entry.	One-Time
Prepare ACFR footnotes	
Interfund Balances:	
Review general ledger and record interfund transfers and loans	One-Time

ABDO FS CONTRACT TASK	FREQUENCY
Impact and Development Fees	
Review of audit workpapers	One-time
Monthly reconcilations (includes developing new process to create effeciencies and streamline process)	Monthly
Statistical Tables:	One-Time
Prepare tables 6-9, 102, 13, 15-19	
Manage Discussion and Analysis (MD&A)	One-time
CFD Reconciliations:	
Monthly reconciliation of Entertainment CFD	Monthly
Grants:	
Grants - reconcile governmental and enterprise fund grants for annual audit.	One-Time
Grants - reconcile grants on monthly basis for FY2026-2027	Monthly
Self-Insurance Internal Service Fund	
Develop and document monthly process for cost allocation and reconciliation of self-insurance fund	One-time
Create policy document stating the appropriate uses and allocations of costs for internal service funds	One-time
Train finance staff on allocation process and monthly reconciliation	One-time
Review reconciliations	Monthly
Participate in meetings regarding Self-Insurance Fund	As-needed
As we continue our review and analysis, there may be additional areas that need to be addressed. As we identify these areas, we will bring these to your attention. Additional areas will be invoiced based on our hourly rates.	As needed

TOWN RESPONSIBILITIES
Capital Assets - create PDF of asset cover sheet, attach cover sheet to scanned invoice document and move new merged document into an asset folder on Town's network.

ITEM NO. 11g

TOWN OF PRESCOTT VALLEY
STAFF REPORT

DATE: 10/22/2026

TO: Mayor & Town Council

THROUGH: Gilbert Davidson, Town Manager

FROM: Robert Ticer, Police Chief

DEPARTMENT: Police Department

AGENDA TYPE: New Business

SUBJECT: FY 2027 Arizona State Parks OHV Grant - Consideration and Possible Action (Authorize Signature) [Robert Ticer, Police Chief]

VISION 2024 FOCUS AREA:

Quality of Life - Enhancing the health of neighborhoods by promoting well-being for all through safety, infrastructure, housing, connectivity, recreational space, and community engagement.

SUMMARY/BACKGROUND:
PVPD has been awarded $108,500 through the FY 2027 Arizona State Parks and Trails Off-Highway Vehicle (OHV) Recreation Fund. This grant award does not require a local match. Funding will be used to purchase an OHV and make necessary vehicle modifications to improve trail patrol, officer safety, and emergency response capabilities.

As a condition of the award, Arizona State Parks and Trails requires adoption of the attached Resolution No. 2026-2464 authorizing the Town Manager (or designee) to execute and submit agreements, amendments, billing statements, and other documents necessary to complete the grant-funded project. Following Council approval and the Mayor's signature of the Resolution, Arizona State Parks and Trails will issue the final Project Sponsor Agreement for the Manager's (or designee's) signature. The attached draft Project Sponsor Agreement is for review only and will not be signed.

RECOMMENDED MOTION:
Motion to authorize signature of Resolution No. 2026-2464 accepting the FY 2027 Arizona State Parks and Trails Off-Highway Vehicle Recreation Fund Grant award in the amount of $108,500 (and authorizing the Town Manager, or designee, to execute required grant documents), **OR** Motion not to authorize signature. **VOTE.**

STAFF RECOMMENDATION:
Staff recommends authorizing signature of Resolution No. 2026-2464 accepting the FY 2027 Arizona State Parks and Trails Off-Highway Vehicle Recreation Fund Grant award in the amount of $108,500 (and authorizing the Town Manager, or designee, to execute the necessary grant documents).

FISCAL ANALYSIS:
Total Cost this Request: $108,500

Funding Source: FY 2027 Arizona State Parks and Trails Off-Highway Vehicle (OHV) Recreation Fund Grant.

Budget Impact: No additional impact to the Town’s General Fund. The project is fully supported by $108,500 in grant funding, with no required local match, toward the purchase of an OHV and vehicle modifications.

Purchasing Method and Results: Purchases will be made utilizing applicable State of Arizona cooperative contracts, when available, or through a three-vendor quote process, in accordance with Town procurement policies and applicable grant requirements.

Attachments

Draft Project Sponsor Agreement – FY 2027 Arizona State Parks OHV Grant
RES 2026-2464 Approve OHV Grant

Arizona State Parks

1110 W. Washington Street Suite 100, Phoenix, AZ 85007

PROJECT SPONSOR AGREEMENT

This Agreement is entered into by and between the Arizona State Parks Board (BOARD) and the Prescott Valley Police Department (PROJECT SPONSOR) and shall become effective on the date of signature by the authorized representative of Arizona State Parks.

PROJECT TITLE: PVPD Trail Patrol Off-Highway Vehicle Project	**PROJECT NUMBER:** ASPT # 552701
	UEI: MZF4F2NL88Y8
THIRD PARTY PARTICIPANT'S NAME:	**FY OF REVENUE:** 2026

PROJECT PERIOD:
Project Award/Start Date = Date on approval to proceed letter
All expenses and match must occur on or before the project end date of **06/30/2029**

GRANT PROGRAM:	GRANT AMOUNT:	PARTICIPANT MATCH:	TOTAL PROJECT COST:
Off-Highway Vehicle Competitive	$108,500.00	$0.00	$108,500.00

APPROVED SCOPE OF WORK AND SPECIAL CONDITIONS: **Attachment A, B, and C**

AUTHORITIES TO ENTER INTO THIS AGREEMENT:
(statute, resolution, minutes, etc.)
STATUTE: A.R.S. §28-1176(E)(4)(5) **RESOLUTION:** # # # #

AWARDING OFFICIAL ON BEHALF OF THE ARIZONA STATE PARKS BOARD:

_____ _____
Signature Date
Kevin Brock
Assistant Director

ACCEPTANCE OF ALL TERMS OF THIS AGREEMENT AND ITS ATTACHMENTS IS ACKNOWLEDGED BY THE PROJECT SPONSOR'S SIGNATURE BELOW.

_____
Gilbert Davidson, Town Manager
Town of Prescott Valley

_____

PARTICIPANT ATTORNEY APPROVAL AS TO FORM AND AS BEING WITHIN THE AUTHORITY OF THE PROJECT SPONSOR (optional)

_____
Attorney's Signature

_____

Arizona State Parks
PROJECT SPONSOR AGREEMENT

Attachment A
Approved Project Scope and Special Conditions

PROJECT SPONSOR: Prescott Valley Police Department

PROJECT TITLE: PVPD Trail Patrol Off-Highway Vehicle Project

PROJECT NUMBER: 552701

PROJECT DESCRIPTION:
The Town of Prescott Valley is requesting $108,500 to purchase an off-highway vehicle (OHV), law enforcement equipment, and personal protective equipment (PPE) to improve patrols and emergency response within the Town's trail system, public lands, and designated off-road recreation areas. The project will enhance officers' ability to safely access areas that are inaccessible or unsuitable for standard patrol vehicles.

Currently, officers responding to illegal off-road vehicle activity, resource damage, trespassing, reckless operation, abandoned vehicles, illegal dumping, suspicious activity, and other criminal incidents must use standard patrol vehicles on rough terrain. This results in unnecessary damage to police vehicles, delays emergency response, and limits officers' ability to effectively patrol and protect these areas. Grant funding will be used to purchase an enclosed cab OHV with law enforcement modifications ($60,000), PPE for 18 officers, including helmets, gloves, knee and elbow pads, and goggles ($18,000), a law enforcement lighting package ($12,000), a law enforcement communications package ($8,000), law enforcement vehicle branding and graphics ($4,500), and an OHV recovery kit containing tow straps, rechargeable battery starter, recovery boards, fuel and water cans, and other recovery equipment ($6,000).

The project will support proactive patrols throughout Prescott Valley's trail network, open space, and other OHV-accessible areas where law enforcement services are needed. The proposed equipment will improve officer safety, increase patrol capabilities, reduce wear and damage to municipal vehicles, strengthen the department's ability to protect natural resources and recreational areas, improve emergency response times, deter unlawful activity through increased visibility, and enhance public safety through enforcement, education, and outreach.

APPROVED PROJECT SCOPE:

Equipment/Materials Costs ……	**$108,500.00**
TOTAL	**$108,500.00**

DESCRIPTION AND SOURCE(S) AND AMOUNTS FOR APPROVED MATCH

No match is required for this project.

SPECIAL CONDITIONS:
The administration of this grant agreement is additionally subject to the contents of the "Administrative Guidelines for Awarded Grants".

Project applications are submitted as “shovel-ready”, and project activities must begin immediately upon final execution of the project sponsor agreement.

Detailed Activity (Status) reports in ASPT’s online system are required monthly. Failure to provide status reports when required may result in funds being withdrawn. Reports are due the last day of each month.

Detailed Financial reports (Claims) in ASPT’s online system are required at a minimum of every 6 months. Failure to provide these reports may result in a withdrawal (cancellation) of the project.

All outstanding expense and match documentation must be submitted within 30 days of the project end date specified in this agreement and must be incurred and invoiced during the active project reporting period.

A final report with details and photos of the project is to be submitted within 30 days of project completion.

The subrecipient permit Arizona State Parks and Trails and auditors to access the subrecipient's records and financial statements to fulfill its monitoring requirements.

See the General Provisions – Attachment B

OTHER CONDITIONS

Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

If any archeological remains are encountered during project-related ground disturbance, work will cease in the area of the discovery, and the participant will inform the Director of the Arizona State Museum pursuant to A.R.S. 41-844. The participant will then inform the Chief of Grant and Trails of the discovery to determine any further action that may be necessary.

Allocated project funds can only be expended on the designated scope items.

Project costs above 10% of any line item must be approved by park staff prior to submitting that reimbursement. **Failure to request this change prior to submission will not be reimbursed.**

Subrecipient Monitoring Plan

Risk Assessment Score: 1, Low Risk

In accordance with state and federal regulations, ASPT is required to monitor subrecipients of grant funds to ensure project success and compliance. This begins with a formal risk assessment, which will be administered through Webgrants at the time of application. The risk assessment will indicate a risk level (low, medium, high), which will inform subrecipient monitoring processes.

Activity	Low Risk	Medium Risk	High Risk
Desk Review	Annually	Semi-annually	Quarterly
Claim Review	High level categories	Spot Audit on 30-50% of claim documentation	100% Review of all claim documentation
Site Visits	None	Once per grant cycle	Annually
Single Audit Review	Review at application	Review + Follow up on Action Plan items	Review + Technical Assistance on Findings

Regardless of risk designation, all subrecipients are required to submit full supporting documentation (receipts, timesheets, proof of payment) with every reimbursement request. Incomplete packages will be returned to the subrecipient for correction. This ensures that documentation is present should any issues be identified in a high-level review even for low risk subrecipients.

PRESCOTT VALLEY POLICE DEPARTMENT

7601 E. SKOOG BLVD, PRESCOTT VALLEY, AZ 86314

PHONE: 928.772.9261 • fax: 928.772.2700

PRESCOTT VALLEY
POLICE DEPARTMENI

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE REGULAR MEETING OF THE TOWN COUNCIL OF THE TOWN OF PRESCOTT VALLEY, ARIZONA, HELD ON THE 22nd DAY OF October, 2026.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF PRESCOTT VALLEY hereby:

1. Approves the filing of an application for motorized or non-motorized assistance, and
2. Certifies that the application is consistent and compatible with all adopted plans and programs of: for motorized/non-motorized trails facility development; and
3. Agrees to comply with all appropriate procedures, guidelines, and requirements established by the Parks as a part of the application process; and
4. Certifies that the Town of Prescott Valley will comply with all appropriate state and federal regulations, policies, guidelines, and requirements as they relate to the application;
5. If applicable, certifies that the Town of Prescott Valley has matching funds
6. Appoints the agent listed below as agent of the Town of Prescott Valley to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

The Town of Prescott Valley authorizes the Town Manager (or designee) as its authorized agent to conduct all negotiations, execute and submit all documents including but not limited to applications, agreements, amendments, billing statements, and so which may be necessary for the completion of the grant funded project.

PRESCOTT VALLEY POLICE DEPARTMENT

7601 E. SKOOG BLVD, PRESCOTT VALLEY, AZ 86314

PHONE: 928.772.9261 • fax: 928.772.2700

PRESCOTT VALLEY
POLICE DEPARTMENT

I, the undersigned, being the duly authorized representative of the Town of Prescott Valley, certify that the foregoing Resolution is a true and accurate copy of the resolution adopted at a regular meeting of the Town Council of the Town of Prescott Valley held on the date listed below, at which a quorum was present and voted in favor of the resolution.

Resolution No.: 2026-2464

Project Sponsor Name: Town of Prescott Valley

Project Sponsor's Governing Body: Town Council of the Town of Prescott Valley

Project Title: PVPD Trail Patrol Off-Highway Vehicle Project

Program Funding: Arizona State Parks & Trails Off-Highway Vehicle (0HV) Recreation Fund

Signed by:

_____

Mayor Kell Palguta

Date:

_____